



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

4:00 PM - Closed Session (CANCELLED)

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Paul McNamara

DEPUTY MAYOR

Tina Inscoe (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 3)

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



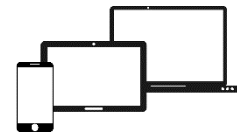
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://escondido-ca.municodemeetings.com/>

ASSISTANCE PROVIDED

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





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

**CLOSED SESSION
(CANCELLED)**

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

1. Conference with legal counsel-anticipated litigation (Government Code §54956.9(d)(4))
 - a. One matter

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PRESENTATIONS

CCAIE Annual Report

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

2. APPROVAL OF WARRANT REGISTER (COUNCIL)

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

- a. 358748 – 358973 dated December 8, 2021
- b. 358974 – 359136 dated December 15, 2021
- c. 359137 – 359366 dated December 22, 2021
- d. 359367 – 359553 dated December 29, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular Meeting of December 15, 2021

4. CALIFORNIA WATER AND WASTEWATER ARREARAGE PROGRAM -

Request the City Council approve authorizing participation in the California Water and Wastewater Arrearage Payment Program (“CWWAPP”) and authorizing the Deputy City Manager / Director of Utilities or his designee to accept and expend these funds on behalf of the City of Escondido (“City”).

Staff Recommendation: Approval (Finance: Christina Holmes)

- a. Resolution No. 2022-09

5. AWARD OF CONTRACT FOR CONSTRUCTION OF THE ESCONDIDO CREEK TRAIL TRANSIT CENTER BIKE PATH IMPROVEMENTS AT QUINCE AND TULIP STREETS -

Request the City Council approve awarding the construction contract to PAL General Engineering Inc., determined to be the lowest responsive and responsible bidder; and approve a budget adjustment in the amount of \$747,000. Resolution 2022-06 authorizes the Mayor to execute a Public Improvement Agreement in the amount of \$549,689.00 for the Escondido Creek Trail Transit Center Bike Path Improvements at Quince and Tulip Streets (“Project”).

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

- a. Resolution No. 2022-06



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

6. PURCHASE TWENTY-FIVE (25) 2022 FORD HYBRID INTERCEPTOR UTILITY VEHICLES –

Request the City Council approve authorizing the Fleet Services Division of the Public Works Department to purchase twenty-five (25) Ford Hybrid Police Interceptor Utility Vehicles from Downtown Ford Sales of Sacramento, California, in the amount of \$1,107,211.13 by attaching to the City of Sacramento’s purchase contract No. B19153311005, and approving the disposal of the surplus vehicles via auction.

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

a. Resolution No. 2022-15

7. AMBULANCE GURNEY PURCHASE -

Request the City Council approve taking the following actions: 1. Accept the lowest responsive bid from Ferno to purchase fifteen (15) ambulance gurneys; 2. Authorize the Fire Department to purchase fifteen (15) ambulance gurneys from Ferno in the amount of \$229,447.12.

Staff Recommendation: Approval (Fire Department: Rick Vogt)

a. Resolution No. 2022-16

8. CITY OF ESCONDIDO LETTER OF SUPPORT TO CALTRANS FOR A SOUND ATTENUATING WALL BETWEEN INTERSTATE 15 AND EL KU AVENUE -

Request the City Council approve authorizing the Mayor to execute, on behalf of the City, a letter to the District 11 Office of the California Department of Transportation (“Caltrans”) supporting the design and construction of a sound attenuating wall between Interstate 15 and residences along El Ku Avenue in southern Escondido.

Staff Recommendation: Approval (City Manager’s Office: Christopher W. McKinney)

9. TEMPORARY CONSTRUCTION PERMIT AND AGREEMENT FOR THE SAN PASQUAL UNDERGROUNDING PROJECT -

Request the City Council approve authorizing the Mayor to execute a Temporary Construction Permit and Agreement with the San Pasqual Band of Mission Indians for the San Pasqual Undergrounding Project.

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

a. Resolution No. 2022-17



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

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.)

CURRENT BUSINESS

10. PARK AVENUE COMMUNITY CENTER UPDATE -

Request the City Council receive and file an update on the programs and activities at the Park Avenue Community Center, home of the Escondido Senior Center.

Staff Recommendation: Receive and File (Community Services Department: Joanna Axelrod)

11. AMENDMENT TO MUNICIPAL CODE CHAPTER 32, SUBDIVISIONS -

Request the City Council approve amending Chapter 32, Subdivisions, of the Escondido Municipal Code to clarify and streamline the approval process for final maps in accordance with the Subdivision Map Act.

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

a. Ordinance No. 2022-02 (First Reading and Introduction)

12. COUNCIL DISCUSSION OF OPTIONS FOR, AND POSSIBLE ACTION ON, CHANGE TO CITY OF ESCONDIDO SANDAG BOARD OF DIRECTORS REPRESENTATIVE -

On December 15, 2021, Councilmember Michael Morasco requested an agenda item to discuss options for, and possible action on, a change to the City of Escondido's designated representative on the San Diego Association of Governments (SANDAG) Board of Directors.

Staff Recommendation: Discussion (Councilmember Michael Morasco)

FUTURE AGENDA

13. FUTURE AGENDA

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

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, www.escondido.org.

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, January 26, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*
Wednesday, February 2, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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



AFFIDAVITS
OF
ITEM
POSTING



STAFF REPORT

January 12, 2022
File Number 0400-40

SUBJECT

APPROVAL OF WARRANTS

DEPARTMENT

Finance Department

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers:
358748 – 358973 dated December 8, 2021
358974 – 359136 dated December 15, 2021
359137 – 359366 dated December 22, 2021
359367 – 359553 dated December 29, 2021
Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

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

December 2 – December 8, 2021, is \$ 4,253,846.20
December 9 – December 15, 2021, is \$ 1,215,203.76
December 16 – December 22, 2021, is \$ 1,029,849.45
December 23 – December 29, 2021, is \$ 3,117,858.44

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

December 15, 2021 at 4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None.

CLOSED SESSION

1. **Conference with real property negotiator (Government Code §54956.8)**
 - a. **Property:** 272 E. Via Rancho Pkwy, Escondido
 - b. **City Negotiator:** Sean McGlynn, City Manager, or designee
 - c. **Negotiating Party:** Larry Green, L. Green Investment & Development, LLC
 - d. **Under Negotiation:** Price and Terms of Lease

ADJOURNMENT

Mayor McNamara adjourned the meeting at 4:35 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

December 15, 2021 at 5:00 PM

MOMENT OF REFLECTION

Zack Beck, City Clerk

FLAG SALUTE

Michael Morasco, Deputy Mayor

CALL TO ORDER

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

PROCLAMATION

National Drunk and Drugged Driving Prevention Month, December, 2021

CLOSED SESSION REPORT

None.

ORAL COMMUNICATIONS

Yussef Miller - Encouraged City Council to involve the community in the Housing element.

CONSENT CALENDAR

Motion to approve all consent calendar items: Morasco; Second: Garcia; Vote: Approved 5-0

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)**
2. **APPROVAL OF WARRANT REGISTER (COUNCIL) -**
Request the City Council approve the City Council and Housing Successor Agency warrant numbers:
 - a. 358428 - 358623 dated November 23, 2021
 - b. 358624 - 358747 dated December 1, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

3. APPROVAL OF MINUTES: Regular Meeting of December 1, 2021

4. ADOPTION OF RESOLUTION NO. 2021-167 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS22-23") FOR JULY 2022 THRU JUNE 2023 -

Request the City Council approve the Recognized Obligation Payment Schedule (ROPS 22-23) so that the Successor Agency may continue to make payments due for enforceable obligations. (File No. 0440-35)

Staff Recommendation: Approval (Finance Department: Christina Holmes)

a. Resolution No. 2021-167

5. ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006 -

Request the City Council receive and file the annual and five-year Reports on Capital Funds Funded by Developer Fees for the Fiscal Year Ended June 30, 2021. (File No. 0400-93)

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

6. CONVERSION OF TAX-EXEMPT BONDS FOR THE FINANCING OF WINDSOR GARDENS APARTMENTS -

Request the City Council approve the conversion of tax-exempt bonds used for the financing of Windsor Gardens Apartments to a City-owned seller-carryback loan. (File No. 0440-20)

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

a. Resolution No. 2021-184

7. FIFTH AMENDMENT TO THE CONSULTING AGREEMENT FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT -

Request the City Council approve authorizing the Mayor to execute a Fifth Amendment to the Consulting Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Project. (File No. 0600-10, A-3060)

Staff Recommendation: Approval (Utilities Department: Christopher McKinney)

a. Resolution No. 2021-188

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.)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

8. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 14 OF THE MUNICIPAL CODE PERTAINING TO SOLID WASTE AND RECYCLING -**
Approved on December 1, 2021 with a vote of 5/0.

a. Ordinance No. 2021-15 (Second Reading and Adoption)

9. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 22 OF THE MUNICIPAL CODE PERTAINING TO WASTEWATERS, STORMWATERS, AND RELATED MATTERS -**

Approved on December 1, 2021 with a vote of 5/0.

a. Ordinance No. 2021-16 (Second Reading and Adoption)

PUBLIC HEARINGS

10. **TEFRA HEARING FOR HERITAGE PARK APARTMENTS AND APPROVAL OF ASSUMPTION OF REGULATORY AGREEMENT -**

Request the City Council approve the issuance of up to \$68,000,000 in revenue bonds by the California Municipal Finance Authority ("CMFA") for the purchase and renovation of Heritage Park Escondido at 2549 E Valley Pkwy and approval of the assumption of an existing Regulatory Agreement by the new owners. (File No. 0440-65)

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

a. Resolution No. 2021-185

b. Resolution No. 2021-189

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

CURRENT BUSINESS

11. **UNCLASSIFIED SERVICE SCHEDULE, SALARY PLANS, AND BUDGET ADJUSTMENT -**

Request the City Council approve to amend and re-establish the salary schedule for the Unclassified and Management groups and the Part-Time Hourly Compensation Plan. (File No. 0720-20)

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

a. Resolution No. 2021-172

b. Resolution No. 2021-173



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

12. APPOINTMENT OF DEPUTY MAYOR -

Request the City Council approve to appoint Councilmember Tina Inscoe to serve as Deputy Mayor in accordance with Ordinance No. 2020-28. (File No. 0610-70)

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

Motion: Garcia; Second: Inscoe; Approved: 5-0

13. BOARDS AND COMMISSIONS POLICY UPDATE -

Request the City Council approve recommendations from the Boards and Commissions Subcommittee. (File No. 0610-90)

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

a. Ordinance No. 2021-14 (First Reading and Introduction)

Laura Hunter – Requested that the City Council form a Climate Action Commission.

Motion: Martinez; Second: McNamara; Approved: 5-0

14. REVENUE MEASURE SUBCOMMITTEE REPORT -

Request the City Council receive and file an update from the Revenue Measure Subcommittee.

Staff Recommendation: Receive and File (Councilmembers: Mayor Paul McNamara and Deputy Mayor Michael Morasco)

Patricia Borchmann – Expressed support for this item.

No action required by Council.

15. CITY COUNCIL MEMBER AND MAYOR COMPENSATION -

Request the City Council consider approval of Ordinance No. 2021-13 amending Section 2-28(a) of the Escondido Municipal Code to increase the salary for the City Councilmembers and Mayor up to five percent per year from effective date of the last approved increase, all effective on the date the City officials elected in 2022 are sworn into office. (File No. 0610-90)

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

a. Ordinance No. 2021-13 (First Reading and Introduction)

Ed Gallo – Expressed opposition to this item.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

**Motion to increase Mayor and City Council salaries by 5% starting in December 2022:
Morasco; Second: Inscoe; Failed: 2-3 (McNamara, Martinez, Garcia - No)**

FUTURE AGENDA

16. FUTURE AGENDA

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

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

Morasco – Review of SANDAG appointment.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Inscoe - Will be sworn into the Clean Energy Alliance Board.

Morasco - Attended the Community in Unity event hosted by the Escondido Chamber of Commerce. Attended a Revenue Measure Subcommittee Meeting.

Garcia - Attended the Community in Unity event hosted by the Escondido Chamber of Commerce. Met Mark Murrows, Superintendent of the San Pasqual Union School District. Thanked Police Chief Varso and City Manager McGlynn for interacting with the community. Thanked Public Works for removing graffiti throughout the City.

Martinez - Attended an Air Pollution Control District Board Meeting.

McNamara - Attended the Community in Unity event hosted by the Escondido Chamber of Commerce. Attended a Community Advisory Group Meeting on Homelessness.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, www.escondido.org.

ORAL COMMUNICATIONS

None.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:34 p.m.

MAYOR

CITY CLERK



STAFF REPORT

January 12, 2022
File Number 0480-85

SUBJECT

CALIFORNIA WATER AND WASTEWATER ARREARAGE PROGRAM

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council approve Resolution No. 2022-09 authorizing participation in the California Water and Wastewater Arrearage Payment Program (“CWWAPP”) and authorizing the Deputy City Manager / Director of Utilities or his designee to accept and expend these funds on behalf of the City of Escondido (“City”).

Staff Recommendation: Approval (Finance: Christina Holmes)

FISCAL ANALYSIS

The State of California is funding this temporary program with Federal COVID-19 relief funds and requires Escondido to apply to the State Water Resources Control Board on behalf of the City’s water and wastewater residential and commercial customers with past-due balances accrued between March 4, 2020, and June 15, 2021.

The funding the City receives will be applied to customer accounts to reduce or eliminate their past due balances, assisting those customers with balances that will result in disconnection of services due to non-payment or are turned over for collections. In addition, the reduction/elimination of the eligible past due balances will reduce the potential of bad utility debt that the City would need to pursue or write-off.

PREVIOUS ACTION

None.

BACKGROUND

On March 4, 2020, at the outset of the COVID-19 pandemic, Governor Newsom enacted Stay-At-Home Orders for those not providing essential services to slow the spread of the virus. Additionally, Governor Newsom issued Executive Order N-42-20 prohibiting the discontinuation of water service due to non-payment indefinitely. In compliance with this order and recognizing the financial hardship that Escondido residents faced, the City suspended all past due fees and disconnections for non-payment for water and wastewater utilities.



CITY of ESCONDIDO

STAFF REPORT

The stay at home order was rescinded on June 11, 2021 by Executive Order N-07-21 and many provisions of other Executive Orders were phased out by Executive Order N-08-21, including establishing an end date for the shutoff moratorium of September 30, 2021; however, in September the Legislature passed and the Governor signed into law SB 155 extending the prohibition on the disconnection of water service until December 31, 2021.

In November 2020, the State Water Resources Control Board (“Water Board”) conducted a survey of the debt accruing due to the shut-off moratorium. Based on the survey results, it is estimated that there is approximately \$1 billion in unpaid water utility bills statewide. As a result, the California State Legislature provided the Water Board with approximately \$985 million, from Federal COVID-19 relief funds, to implement the CWWAPP. This new program is designed to help water and wastewater utility customers address past-due bills (arrearages) accumulated from March 4, 2020, through June 15, 2021, which is defined as the “COVID-19 billing relief period.” The relief period dates are consistent with the Governor's Executive Orders N-33-20 and N-07-21 which established the beginning and end of the statewide stay-at-home order, respectively.

Of the funding provided by the State Legislature, water utilities have been given first priority to receive funding. The Water Board must expend all funds no later than January 31, 2022 and the City must apply the funds to customer past-due accounts within 60 days of receiving CWWAPP funds.

On November 08, 2021, the City calculated outstanding arrearages and applied for \$609,115.62 in CWWAPP funding for eligible water related charges. The following table summarizes the current estimate of how the CWWAPP benefits would be applied:

Customer Type	No. of Accounts	Payment Amount Requested
Water Residential	565	\$564,367.04
Water Commercial	16	27,007.35
Subtotal	581	591,374.62
Administrative Costs (3%)		17,741.23
Total of Payment Amount Requested		\$609,115.62

The City expects to receive the funding from the Water Board in January 2022 and to apply the credits to customer bills in February and March 2022. Utility customers do not need to apply individually to receive assistance under the CWWAPP program, and there is no income qualification for the program. If a customer account is determined to be eligible for assistance according to the requirements of the program, a credit will be applied directly to the customer’s water and/or wastewater service on the utility bills to the extent funding is available. The City will not issue checks or payments directly to utility customers. The eligible customers will be notified via a letter, there will be a line item on the utility bill, and more information will be available on the City’s website.



CITY of ESCONDIDO

STAFF REPORT

The assistance program is directed toward utility customers who are unable to pay their bills due to the impacts of COVID-19. Grant funds received will cover eligible past due amounts that remain unpaid on customer accounts at the time the City receives the CWWAPP funding. These grant funds can only be used to cover past due amounts that remain unpaid at the time a utility receives program funding, payments made by customers subsequent to the date of application will reduce the amount of assistance credit applied to those customer accounts. If the bill credit does not cover the customer's full arrears amount, they will be offered the opportunity to enroll in a payment plan for the balance.

If there is funding available after taking care of the statewide water utility arrearages, funding will be made available for wastewater customer past-due bills. As of December 2021, wastewater arrearages total \$523,121 for 464 customers. The program does not apply to arrearages for other Escondido utility bill components such as trash services.

Along with this federal funding, there is additional bill assistance support for low-income customers. Eligible customers may apply directly for other federal and state programs available for rental assistance and utility bills through the [Low Income Household Water Arrearages Program](#) and the [Housing is Key](#) program.

RESOLUTIONS

- a. Resolution No. 2022-09

RESOLUTION NO. 2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE CALIFORNIA WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM

WHEREAS, on March 4, 2020 Governor Newsom proclaimed a state of emergency due to the COVID-19 pandemic, issued Executive Order N-33-20 to require individuals to stay at home except as needed to maintain continuity of critical operations, issued Executive Order N-42-20 prohibiting discontinuance of water service indefinitely, and issued Executive Order N-60-20 that created a risk-based approach to reopening the economy, among other executive actions; and

WHEREAS, the stay at home order and risk-based reopening framework were rescinded on June 11, 2021 by Executive Order N-07-21 and many provisions of other Executive Orders were phased out by Executive Order N-08-21, including establishing an end date for the shutoff moratorium on September 30, 2021; and

WHEREAS, the Legislature passed and the Governor signed into law SB 155 extending the prohibition on the disconnection of water service until December 31, 2021; and

WHEREAS, there have been economic impacts as a result of the COVID-19 pandemic and associated public health measures, including leaving many Californians unable to pay their water and wastewater bills due to lack of reliable and consistent employment; and

WHEREAS, in response to the economic conditions caused by the COVID-19 pandemic, Section 19.55 (17) of the State Budget Act of 2021, as established by Assembly Bill No. 128 (Chapter 21, Statutes of 2021) and as amended by Senate Bill No. 129 (Chapter 69, Statutes of 2021), provided nearly \$1 billion to the State Water Resources Control Board (“Water Board”) to administer the California Water and Wastewater Arrearage Payment Program (“CWWAPP”) to reduce delinquent water and wastewater

balances for customers experiencing financial hardships related to the economic impacts of the COVID-19 pandemic; and

WHEREAS, the State's funding for CWWAPP is funded by the federal Coronavirus Fiscal Recovery Fund of 2021; and

WHEREAS, Assembly Bill No. 148 (Chapter 115, Statutes of 2021), formally established the CWWAPP within the Water Board, enumerating the program's requirements for utility participation; and

WHEREAS, eligible customers are all residential and commercial customers, "past due bills" mean any customer utility bills that are 60 days or more past due and includes both active and inactive accounts, as well as customer accounts that have payment plans or payment arrangements, and the "COVID-19 pandemic bill relief period" means the period starting March 4, 2020, and ends June 15, 2021; and

WHEREAS, to receive CWWAPP funding on behalf of eligible customers, a utility applicant must complete an application including submitting all necessary data and information to support the utility applicant's request for CWWAPP funding; and

WHEREAS, if there are insufficient funds, the Water Board must allocate funds on a proportional basis; and

WHEREAS, if there are sufficient funds to reimburse the total amount of reported arrearages and revenue shortfalls of community water systems, the state board shall establish a program for funding wastewater treatment provider arrearages and shortfalls in accordance with the remaining funds; and

WHEREAS, the Water Board must disperse funds for water arrearages by January 31, 2022 and the wastewater program must start following substantial completion of the water program and in no instance later than February 1, 2022; and

WHEREAS, within 60 days of receiving CWWAPP funds, a utility applicant must allocate payments as bill credits to customers to help address past due bills incurred during the COVID-19 pandemic bill relief period and notify customers of the amounts credited to their accounts; and

WHEREAS, a community water system receiving assistance under CWWAPP may expend up to 3 percent, or up to one million dollars (\$1,000,000), whichever amount is less, of that assistance for costs incurred in applying for the assistance or complying with use and reporting conditions of the assistance; and

WHEREAS, Assembly Bill 148 created customer protections that require a community water system to offer a payment plan to affected customers and refrain from discontinuing service until (1) December 31, 2021, or (2) for a customer that has been offered an opportunity to participate in a payment plan, the date the customer misses the enrollment deadline for, or defaults on, the payment plan, whichever is later; and

WHEREAS, the City of Escondido operates water and wastewater utility systems with eligible customers that have past due bills during the COVID-19 pandemic bill relief period, and is in the process of applying for CWWAPP funding.

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

1. That the above recitations are true.
2. The City Council does hereby authorize the City of Escondido's participation in the CWWAPP and receipt of a CWWAPP grant in the amount of \$609,115, or such other amount of CWWAPP funding as may be awarded to the City of Escondido.

3. The Deputy City Manager / Director of Utilities, or his designee, is authorized to execute program participation agreements as may be required for the City of Escondido's participation in the CWWAPP.



STAFF REPORT

January 12, 2022
File Number 1050-65

SUBJECT

AWARD OF CONTRACT FOR CONSTRUCTION OF THE ESCONDIDO CREEK TRAIL TRANSIT CENTER BIKE PATH IMPROVEMENTS AT QUINCE AND TULIP STREETS

DEPARTMENT

Engineering Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-06 awarding the construction contract to PAL General Engineering Inc., determined to be the lowest responsive and responsible bidder; and approve a budget adjustment in the amount of \$747,000. Resolution 2022-06 authorizes the Mayor to execute a Public Improvement Agreement in the amount of \$549,689.00 for the Escondido Creek Trail Transit Center Bike Path Improvements at Quince and Tulip Streets (“Project”).

Staff Recommendation: Approval (Engineering Services, Julie Procopio)

FISCAL ANALYSIS

A budget adjustment (Attachment 1) is recommended to accept Active Transportation Program grant funds awarded by the State of California after competitive selection, in the amount of \$747,000 to fund the Project. The total project cost is estimated at \$849,000, with \$102,000 in matching funds from TransNet previously budgeted.

PREVIOUS ACTION

Council approved Resolution 2018-114 for the submittal of a grant application for the subject project to the California Transportation Commission on July 11, 2018.

BACKGROUND

The City was awarded funding for this project through the Caltrans Active Transportation Program. The purpose of the Project is to improve the Escondido Creek Trail Bike Path crossings at the Tulip Street and Quince Street trail crossings. Improvements include new pedestrian signals, crosswalks, ramps, striping, and signage to enhance the safety for vehicular and pedestrian traffic at the crossings.



CITY of ESCONDIDO

STAFF REPORT

On December 23, 2021, three sealed bids were received in response to the advertised request for bids on this Project. The low bid was 6.2-percent lower than the engineer’s cost estimate of \$586,000. The bid results are listed below:

PAL General Engineering Inc.	\$549,689.00
Blue Pacific Engineering & Construction	\$558,355.00
LC Paving	\$722,001.78

RESOLUTIONS

- a. RESOLUTION NO. 2022-06
- b. RESOLUTION NO. 2022-06 Exhibit “A” Public Improvement Agreement

ATTACHMENTS

- 1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: January 12, 2022
 Department: Engineering Services
 Division: Traffic
 Project/Budget Manager: Julie Procopio 4001
 Name Extension
 Council Date (if applicable): 01/12/2022
 (attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Quince/Tulip Pedestrian Signals	206-699901	\$747,000	
Active Transportation Grant	4127-206-699901	\$747,000	

Explanation of Request:

Budget Adjustment to receive and spend Active Transportation Program Grant funds in the amount of \$747,000 from Caltrans.

APPROVALS

DocuSigned by:
Julie Procopio 1/6/2022
 Department Head B6C88916CB9490... Date City Manager _____ Date
Jodi Coco 1/6/2022
 Finance F22DD68BFC2B4F3... Date City Clerk _____ Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT WITH PAL GENERAL ENGINEERING INC., FOR THE ESCONDIDO CREEK TRAIL TRANSIT CENTER BIKE PATH IMPROVEMENTS AT QUINCE AND TULIP STREETS

WHEREAS, Active Transportation Program (“ATP”) grant funding has been secured for the Escondido Creek Trail Transit Center Bike Path Improvements at Quince and Tulip Streets (“Project”); and

WHEREAS, a notice inviting bids for construction of said improvements was duly published in the Escondido Times-Advocate on December 2, 2021 and December 9, 2021; and

WHEREAS, pursuant to said notice, 3 sealed bids for the Project were opened and evaluated on December 23, 2021; and

WHEREAS, PAL General Engineering, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to award this construction contract to PAL General Engineering, Inc. in the amount of **\$549,689**.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with PAL General Engineering, 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. That the City Council approve a budget adjustment in the amount of \$747,000, accepting ATP grant funding to fund the Project.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2022 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Craig Williams
760-839-4812
("CITY")

And: PAL General Engineering Inc.
a California corporation
2364 Paseo De Las Americas, Suite 104-1461
San Diego, CA 92154
Attn: Abd Jahshan
858-860-5300
("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 Escondido Creek Trail Transit Center Bike Path Improvements at Quince and Tulip Streets ("Project"), occurring at the intersections of the Escondido Creek Trail ("ETC") at Tulip Street and Quince Street, 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 the 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 **\$549,689** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 40 working days of starting the Work ("Completion Date"). Extension of term or time shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$500 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) 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: _____

Paul McNamara, Mayor

PAL General Engineering, 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.



STAFF REPORT

January 12, 2022
File Number 0470-20

SUBJECT

PURCHASE TWENTY-FIVE (25) 2022 FORD HYBRID INTERCEPTOR UTILITY VEHICLES

DEPARTMENT

Public Works Department, Fleet Services Division

RECOMMENDATION

Request the City Council approve Resolution No. 2022-15 authorizing the Fleet Services Division of the Public Works Department to purchase twenty-five (25) Ford Hybrid Police Interceptor Utility Vehicles from Downtown Ford Sales of Sacramento, California, in the amount of \$1,107,211.13 by attaching to the City of Sacramento's purchase contract No. B19153311005, and approving the disposal of the surplus vehicles via auction.

Staff Recommendation: Approve.

FISCAL ANALYSIS

Sufficient funds were budgeted and are available in the Fleet Services Vehicle Replacement Fund, account no. 5208-653-715.

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

BACKGROUND

This purchase is necessary to replace twenty-five marked police patrol Ford interceptor vehicles. The existing patrol vehicles have been in service between 7 and 8 years, and are being replaced due to exceeding their standard service life expectancy, excessive mileage, and overall condition. This purchase will replace non-hybrid interceptors with hybrid units which will help the City move towards CAP goals by reducing the amount of fuel consumed.

Upon approval from the City Council, twenty-five (25) Ford Hybrid Interceptor Utility vehicles will be purchased from Downtown Ford Sales of Sacramento, California utilizing a cooperative purchase contract with the City of Sacramento as allowed per Escondido Municipal Code, Chapter 10, Article 5, Section 10-91, authorizing the purchase of supplies and equipment utilizing cooperative purchase programs. The purchase quote from Downtown Ford Sales is provided as Attachment "1" to this Staff Report.



CITY *of* ESCONDIDO

STAFF REPORT

Pursuant to the Escondido Municipal Code, Chapter 10, Article 7, Section 10-147, City property that is no longer required for public use may be declared as surplus property. The City's current practice of disposing surplus vehicles and equipment is through public auction. Staff recommends the disposal of the vehicles being replaced by this purchase via public auction with the City contracted auction company. The list of vehicles to be replaced and auctioned is attached as Exhibit "A" to Resolution No. 2022-15.

RESOLUTIONS

1. Resolution No. 2022-15
2. Resolution No. 2022-15 Exhibit "A" – List of Vehicles Scheduled to be Replaced

ATTACHMENTS

1. Attachment "1" Purchase Quote

THIS IS YOUR QUOTEQuote # **111921K8A**

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95811
 916-442-6931 fax 916-491-3138

QUOTE**Customer**

Name City of Escondido
 Address 475 N. Spruce St
 City Escondido State CA Zip 92502
 Phone _____

Date 11/22/2021
 Rep Pat
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
25	New Ford Police Interceptor Utility AWD City of Sacramento Contract B19153311005	\$31,539.00	\$788,475.00
25	3.3L V6 Hybrid engine 99W	\$4,958.00	\$123,950.00
25	Battery 92 AMP 19K	\$115.00	\$2,875.00
25	Aux Air Conditioning 17A	\$711.00	\$17,775.00
25	Dome lamp red/white 17T	\$100.00	\$2,500.00
25	Courtesy lamp disabled 43D	\$30.00	\$750.00
25	Keyed alike code 1284X 59B	\$100.00	\$2,500.00
25	Noise suppression bonds 60R	\$105.00	\$2,625.00
25	Spot lamps - LED - dual - unity 51S	\$710.00	\$17,750.00
25	Hidden door-lock plunger 52P	\$175.00	\$4,375.00
25	OBD II split connector 61B	\$60.00	\$1,500.00
25	Pre-Collision assist 76P	\$160.00	\$4,000.00
25	Rear view camera on demand 19V	\$350.00	\$8,750.00
25	Reverse sensing system 76R	\$300.00	\$7,500.00
25	Solar tint 2nd row 92R	\$375.00	\$9,375.00
25	Tail lamp/Police interceptor housing 86T	\$65.00	\$1,625.00
25	Underbody Deflector plate 76D	\$600.00	\$15,000.00
25	Doc Fee	\$85.00	\$2,125.00
SALES TAX CALCULATED AT 7.75% County Tax BASED ON REGISTRATION ADDRESS			
		SubTotal	\$1,013,450.00
		Delivery	\$15,000.00
		Taxes	\$78,542.38
		CA Tire Tax	\$218.75
		TOTAL	\$1,107,211.13

Payment Details

- Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Taxes

CA Tire Tax \$218.75
TOTAL \$1,107,211.13

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE _____ DATE _____

RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE FLEET SERVICES DIVISION TO PURCHASE TWENTY-FIVE (25) 2022 FORD HYBRID INTERCEPTOR POLICE VEHICLES FROM DOWNTOWN FORD SALES OF SACRAMENTO, APPROVING THE DISPOSAL OF THE SURPLUS VEHICLES VIA AUCTION

WHEREAS, the Fleet Services Division has identified twenty-five (25) existing Ford Interceptor patrol vehicles that need to be replaced due to excessive engine hours, increased downtime, costly repairs, and these vehicles have met or are exceeding the industry standard life expectancy of eight (8) years; and

WHEREAS, there are sufficient funds available in the Fleet Services vehicle replacement fund in account No. 5208-653-715 to purchase new vehicles; and

WHEREAS, the City of Sacramento conducted a competitive bid process for police patrol vehicles and Downtown Ford Sales was deemed to be the lowest most responsive bidder; and

WHEREAS, the City is utilizing the cooperative purchasing option with the City of Sacramento, Contract No. B19153311005, as per Escondido Municipal Code Chapter 10, Article 5, Section 10-91, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

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

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to accept the recommendations of the Director of Finance and approve the disposal of surplus vehicles via auction.

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

1. That the above recitations are true.
2. That the City Council is authorized to approve the Cooperative Purchase with the City of Sacramento Contract No. B19153311005 per Escondido Municipal Code Chapter 10, Article 5, Section 10-91.
3. That the City Council authorizes the Fleet Services Division to purchase twenty-five (25) Ford Hybrid Police Interceptor Patrol Vehicles from Downtown Ford Sales of Sacramento, California, utilizing a cooperative purchase contract with the City of Sacramento, Contract No. B19153311005, in the amount of \$1,107,211.13, which includes, delivery, all taxes, and related fees.
4. That the City Council authorizes the Director of Finance to dispose of surplus vehicles that are being replaced by this purchase via auction with the City's existing auction company.

Scheduled Vehicle Replacements - FY 22'

1	3725	2013	Patrol Interceptor Utility
2	3726	2013	Patrol Interceptor Utility
3	3727	2013	Patrol Interceptor Utility
4	3728	2013	Patrol Interceptor Utility
5	3729	2013	K9 Interceptor Utility
6	3730	2013	K9 Interceptor Utility
7	3749	2014	Lieutenant Interceptor Utility
8	3750	2014	Lieutenant Interceptor Utility
9	3751	2014	Patrol Interceptor Utility
10	3752	2014	Patrol Interceptor Utility
11	3753	2014	Patrol Interceptor Utility
12	3754	2014	Patrol Interceptor Utility
13	3755	2014	Patrol Interceptor Utility
14	3756	2014	Patrol Interceptor Utility
15	3757	2014	Patrol Interceptor Utility
16	3758	2014	Patrol Interceptor Utility
17	3759	2014	Patrol Interceptor Utility
18	3760	2014	Patrol Interceptor Utility
19	3761	2014	Patrol Interceptor Utility
20	3762	2014	Patrol Interceptor Utility
21	3763	2014	Gang Patrol Interceptor Utility
22	3764	2014	Patrol Interceptor Utility
23	3765	2014	Patrol Interceptor Utility
24	3766	2014	K9 Interceptor Utility
25	3767	2014	K9 Interceptor Utility



STAFF REPORT

January 12, 2022
File Number 0470-20

SUBJECT

AMBULANCE GURNEY PURCHASE

DEPARTMENT

Fire

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-16 taking the following actions:

1. Accept the lowest responsive bid from Ferno to purchase fifteen (15) ambulance gurneys.
2. Authorize the Fire Department to purchase fifteen (15) ambulance gurneys from Ferno in the amount of \$229,447.12.

Staff Recommendation: Approval (Fire: Rick Vogt)

FISCAL ANALYSIS

On September 29, 2021, City Council approved the use of \$230,000 of the Coronavirus State & Local Fiscal Recovery Funds to replace the City of Escondido's ("City") current inventory of fifteen (15) gurneys.

PREVIOUS ACTION

None.

BACKGROUND

The current inventory of ambulance gurneys has reached the end of their useful life and the manufacturer will soon be discontinuing replacement parts for these models. Escondido Fire has five (5) front line ambulances along with four (4) reserve ambulances. In addition to the nine (9) gurneys needed for the ambulances, an additional five (5) gurneys are needed as reserve gurneys. One of the new gurneys will be a special bariatric gurney which will accommodate and transport patients up to 700 pounds by using a battery powered hydraulic lift system. All of the ambulances will be outfitted with upgraded hardware mounted on the floor that receives and secures the gurney providing enhanced safety for the patient and EMT or Paramedic attendant.

Ambulance gurneys are essential for the care, comfort and transportation of patients, including those experiencing flu-like symptoms and COVID-19. Replacing the current inventory with new models will provide technological updates and safety features that will benefit patients and the ambulance crew.



CITY *of* ESCONDIDO

STAFF REPORT

A request for bids was duly published and provided to four prospective bidders on November 18, 2021. Ferno was the only bidder that submitted a competitive bid. The unit price per ambulance offered by Ferno is a reasonable market price. Therefore, staff recommends awarding the Contract to Ferno as the lowest responsive and responsible bidder that conformed to the City's bid specifications and requirements.

RESOLUTIONS

- a. Resolution No. 2022-16

RESOLUTION NO. 2022-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR ON BEHALF OF THE CITY, TO APPROVE THE PURCHASE OF AMBULANCE GURNEYS FOR THE ESCONDIDO FIRE DEPARTMENT FROM FERNO, INC.

WHEREAS, the City of Escondido ("City") proposes to purchase fifteen (15) new ambulance gurneys; and

WHEREAS, American Rescue Plan Act funds have been approved and allocated to cover the cost of the new ambulance gurneys; and

WHEREAS, the City of Escondido duly published an invitation for unit price bids with detailed specifications for the purchase of ambulance gurneys; and

WHEREAS, request for bids for ambulance gurneys were emailed to four vendors on November 18, 2021; and

WHEREAS, Ferno was the only responsive bidder that conformed to the City's bid specifications and requirements; and

WHEREAS, the Finance Director recommends awarding a Purchasing Contract ("Contract") to Ferno.

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

1. That the above recitations are true.

2. That the City Council approves Resolution No. 2022-16 accepting the lowest responsive bid from Ferno to purchase fifteen (15) ambulance gurneys and authorizing the Fire Department to purchase fifteen (15) ambulance gurneys from Ferno in the amount of \$229,447.12.



STAFF REPORT

January 12, 2022
File Number 0135-10

SUBJECT

CITY OF ESCONDIDO LETTER OF SUPPORT TO CALTRANS FOR A SOUND ATTENUATING WALL BETWEEN INTERSTATE 15 AND EL KU AVENUE

DEPARTMENT

City Manager's Office

RECOMMENDATION

Request the City Council approve authorizing the Mayor to execute, on behalf of the City, a letter to the District 11 Office of the California Department of Transportation ("Caltrans") supporting the design and construction of a sound attenuating wall between Interstate 15 and residences along El Ku Avenue in southern Escondido. The proposed letter is attached to this report ("Attachment 1").

Staff Recommendation: Approval (City Manager's Office: Christopher W. McKinney)

FISCAL ANALYSIS

There is no anticipated cost to the City of Escondido for construction of the proposed sound attenuating wall. If a wall is ultimately constructed, the project will be funded and managed by Caltrans.

PREVIOUS ACTION

None.

BACKGROUND

The residential neighborhood along El Ku Avenue is adjacent to Interstate 15 and immediately east of the Centre City Parkway off-ramp in southern Escondido. Presently, no sound attenuating wall exists between the El Ku neighborhood and the freeway. Residents have reported excessive noise levels from the freeway on their properties and an acoustical impact assessment report was commissioned and prepared by Investigative Science and Engineering, Inc. A copy of the acoustical report is attached to this staff report for reference ("Attachment 2").

The El Ku neighborhood is located in Escondido City Council District 4. Residents requested a letter of support from the City to Caltrans for design and construction of a sound attenuating wall. The requested wall would serve as a barrier to reduce noise from the freeway and the northbound off-ramp at Centre City Parkway. The span of the residences adjacent to the freeway and addressed by the acoustical impact assessment is 3137 El Ku Avenue to 3014 El Ku Avenue. Council Member Michael Morasco, who represents City Council District 4, requested this item to be placed on the City Council agenda to allow the City Council to consider the residents' request for a support letter to Caltrans.



CITY *of* ESCONDIDO

STAFF REPORT

City staff have reviewed the acoustical impact assessment report and note that current noise levels are above those deemed acceptable for new construction as outlined in the City's municipal code and general plan. Should traffic volumes increase on Interstate 15 in the coming decades, such a wall will be increasingly necessary.

ATTACHMENTS

1. Attachment "1" - Proposed letter of support from to Caltrans for construction of a sound wall.
2. Attachment "2" – Acoustical Impact Assessment of the El Ku Residential Community.



Paul McNamara
Mayor
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4638
pmcnamara@escondido.org

DATE

California Department of Transportation, District 11
4050 Taylor Street
San Diego, CA 92110

SUBJECT: Letter of Support for Installation of a Sound Attenuating Wall between Interstate 15 and El Ku Avenue in the City of Escondido

To Whom It May Concern:

I write to you on behalf of the Escondido City Council in support of a request from residents along El Ku Avenue for construction of a sound attenuating wall between their neighborhood in southern Escondido and Interstate 15.

Presently, no sound attenuating wall exists between the El Ku neighborhood and the freeway. Residents have reported unacceptable noise levels attributed to the freeway on their properties. An acoustical impact assessment by Investigative Science and Engineering, Inc was commissioned to study the issue. A copy of the acoustical report is attached to this letter for your reference.

The span of the residences adjacent to the freeway and within the acoustical impact assessment is 3137 El Ku Avenue to 3014 El Ku Avenue. Several homes in the neighborhood are already impacted by excessive noise levels from the freeway. This problem will only grow as traffic volumes grow in the coming decades.

We ask that Caltrans work to design and construct a sound attenuating wall as soon as is practical to relieve noise impacts from Interstate 15 on the El Ku Avenue neighborhood.

Sincerely,

Paul McNamara, Mayor



Investigative Science and Engineering, Inc.

SAN DIEGO CORPORATE OFFICE
P.O. Box 488, Ramona, CA 92065
Phone: 760-787-0016
www.ise.us

20 October 2021

Mr. Douglas Shultz
3045 El Ku Avenue
Escondido, CA 92025

**RE: ACOUSTICAL IMPACT ASSESSMENT
EL KU AVENUE RESIDENTIAL COMMUNITY – ESCONDIDO, CA
ISE PROJECT #21-002**

Dear Doug:

At your request, Investigative Science and Engineering, Inc. (ISE) has been retained to perform an acoustical impact assessment of future-predicted traffic noise levels within the El Ku residential neighborhood community located in Escondido, CA. Our findings are presented in this summary letter report.

Problem Background

The subject area consists of the El Ku residential community consisting of 36 parcels along the eastern frontage of Interstate 15 (I-15), as can be seen in Figures 1 through 3). This development area, formerly consisting of rural residential and agricultural uses, has been in its current street configuration since the late 1950's, predating the newer I-15 corridor. Substantial development of the study area started in the early 1970's and has progressed, on and off, to the current day. At this time, the neighborhood would be considered completely built out.

Past improvements made by Caltrans in the early 2000's to update and realign the section of I-15 adjacent to the El Ku study area, have unfortunately resulted in increased noise impacts to the members of this community. A noise barrier scope study report (NBSSR) prepared by Caltrans in the same time period identified selected impacts to the community, but did not deem it necessary to construct onsite mitigation at the time of the aforementioned improvements.

It is ISE's understanding that traffic noise from I-15 has continued to be an ongoing problem to the El Ku community for the past 20 years, with residents commenting that the traffic noise level has increased steadily over time. Thus, it is the purpose of this report to analyze a future traffic noise condition for I-15, isolated from any other community sources, to ascertain the contribution of this freeway segment to the community noise level, and predict its level of impact using current best available data.

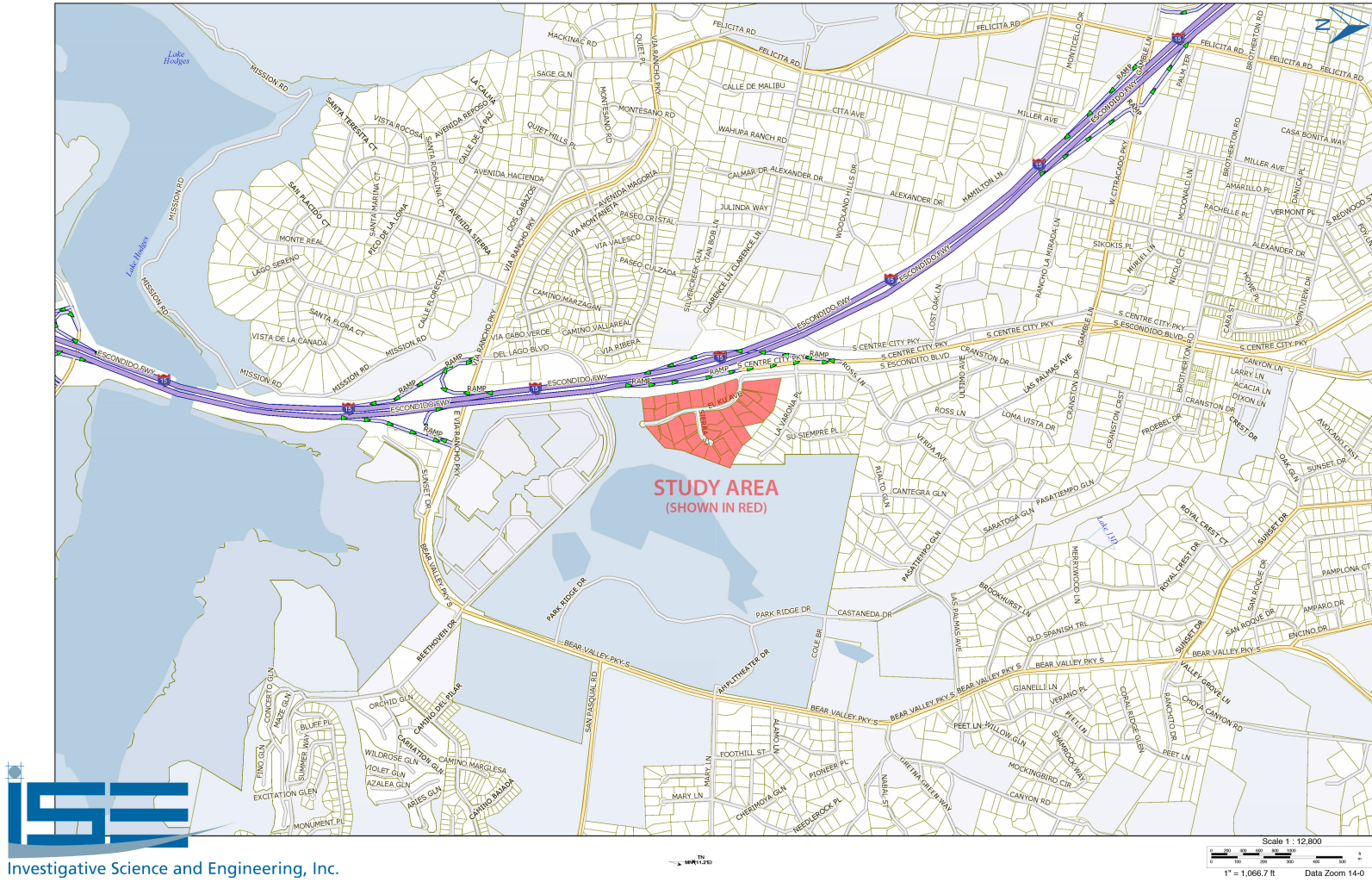


FIGURE 1: Subject Study Area Vicinity Map (ISE 10/21)

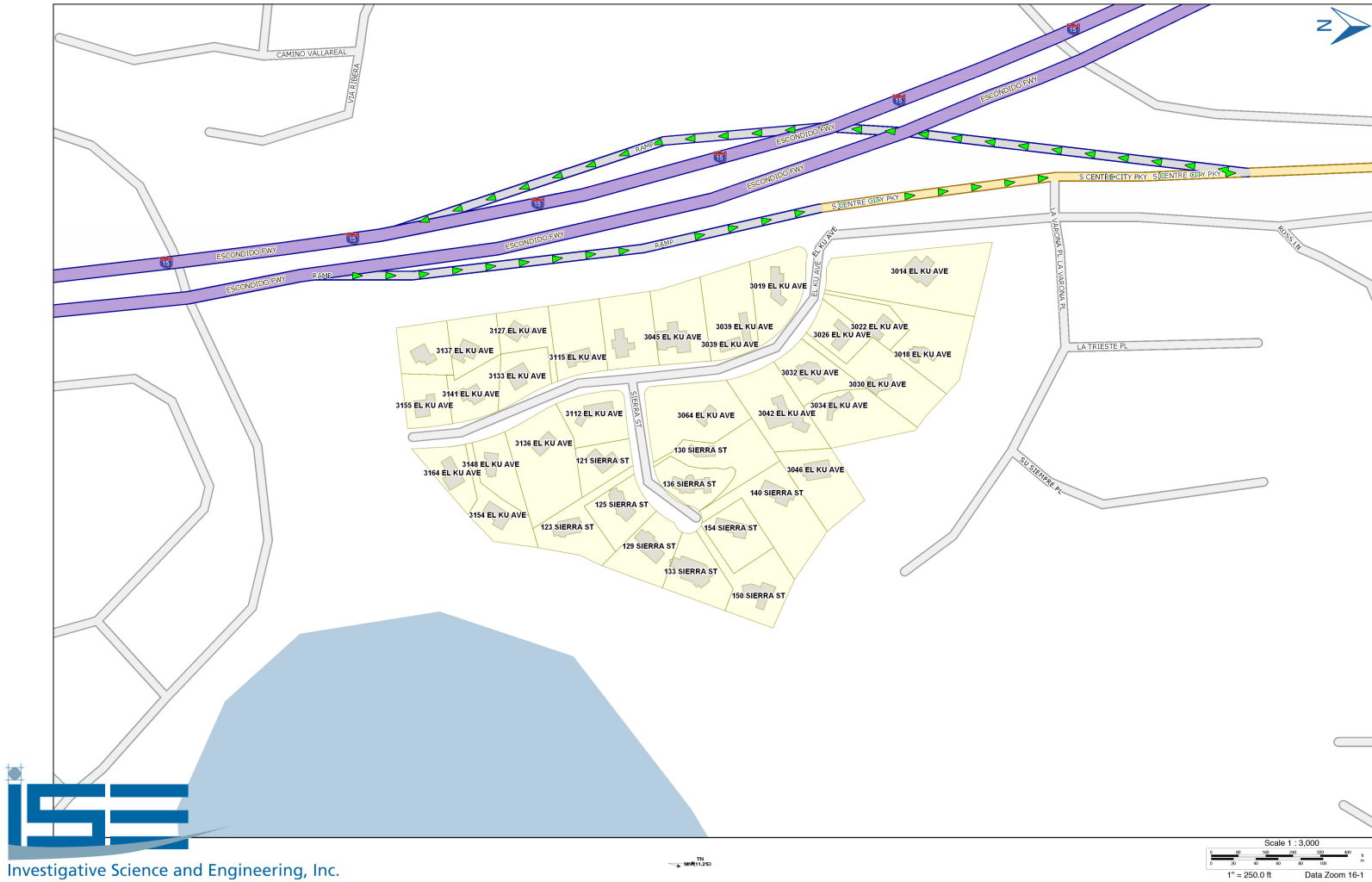


FIGURE 2: Subject Study Area Parcel Location Map (ISE 10/21)



FIGURE 3: Aerial Isometric Image of Subject Study Area (ISE 10/21)

Definition of Terms

Sound waves are generally described as linearly compressive mechanical waves, which propagate in solids, liquids, and gases. The medium transmitting the wave oscillates in the direction of propagation. All sound waves originate from a vibrating surface, alternately compressing, and then expanding, the transmitting medium.

The phenomenon known as ‘noise’ is defined as the superposition of multiple periodic sound waves each having a large number of frequency components. The principal response to environmental noise is annoyance. The degree of annoyance is influenced by the type of noise, its perceived importance, the time of day, and the sensitivity of the individual hearing the sound.

The human ear has a large dynamic range where sound can be detected. Because of this vast range, any attempt to represent the acoustic intensity of a particular sound on a linear scale becomes unwieldy. As a result, a logarithmic ratio, originally conceived for radio work, known as the decibel (dB), is commonly employed.

As can be seen in Figure 4, a sound level of zero “0” dB is scaled such that it is defined as the threshold of human hearing, and would be barely audible to an ‘average’ person under extremely quiet listening conditions. Sound levels above 120 dB correspond roughly to the threshold of pain, while the minimum change in sound level that the human ear can detect is approximately 3.0 dBA. A pressure change of 10 dB is usually perceived by the average person as a doubling (or halving) of the sound’s loudness.

Most of the sounds we hear in any environmental setting do not consist of a single frequency, but rather are comprised of a broad band of frequencies differing in intensity. The intensities of each frequency add together to generate the sound we ultimately hear. The method used to quantify environmental

Level	Typical Setting	Perception
0	Hearing Threshold	Inaudible
10	Pin Drop	Very Faint
20	Rustling leaves	
30	Whisper	
40	Computer Fan	Faint
50	Refrigerator	
60	Normal Conversation	Average Environmental Levels
70		
75	Vacuum cleaner	Moderately High Levels
80	Garbage disposal	
85	Passing Truck	High Sound Levels
90	Lawnmower	
95	Belt sander	
100	Handheld drill	
105	Table saw	Extremely High Sound Levels
110	Jackhammer	
115	Emergency Siren	
120	Thunderclap	Painful and/or Dangerous Sound Levels
125	Balloon Popping	
130	Crowd Cheering	
135	Air Raid Siren	
140	Jet Engine	
145	Firecracker	
150	Percussive Events / Gunshots	
155		
160		
165	Saturn V Rocket Engine	
170		
175		
180	Supersonic Wave	
200+		Hearing Damage

FIGURE 4: Typical Sound Levels (ISE 10/21)

sounds of this type, consists of aggregating the frequency spectrum of a sound according to a weighting system that mimics the nonlinear response characteristics of the human ear. This is called "A" weighting, and the decibel level measured is called the A-weighted sound level (or dBA).

Although the A-weighted sound level may adequately indicate the level of environmental noise at any instant in time, community noise levels vary continuously throughout the day. Most environmental noise includes a conglomeration of sounds from distant sources that create a relatively steady background noise in which no particular source is identifiable. For this type of noise, a single descriptor called the L_{eq} (or equivalent sound level) is used. L_{eq} is the *energy-mean A-weighted sound level* during a measured time interval, and would be defined mathematically by the following continuous integral,

$$L_{eq} = 10 \text{Log}_{10} \left[\frac{1}{T} \int_0^T \text{SPL}(t)^2 dt \right]$$

Where the following variables are defined:

- L_{eq} = The energy equivalent sound level, 't' is the independent variable of time,
- T = The total time interval of the event, and,
- SPL = The sound pressure level *re. 20 μPa* .

Thus, L_{eq} is the 'equivalent' constant sound level that would have to be produced by a given source to equal the average of the fluctuating level measured. For most acoustical studies, the study interval is generally taken as one-hour, and the abbreviation used is L_{eq-h} or $L_{eq(h)}$; however, other time intervals are utilized depending on the jurisdictional preference.

Finally, the aggregate of all community noise events are typically averaged into a single value known as the *Community Noise Equivalent Level* (CNEL). This descriptor is calculated by averaging all events over a specified time interval, and applying a 5-dBA penalty to any sounds occurring between 7:00 p.m. and 10:00 p.m., and a 10-dBA penalty to sounds that occur during nighttime hours (i.e., 10 p.m. to 7 a.m.). This penalty is applied to compensate for the increased sensitivity to noise during the quieter nighttime hours. Mathematically, CNEL can be derived based upon the hourly L_{eq} values, via the following expression:

$$CNEL = 10 \text{Log}_{10} \frac{1}{n} \sum_{i=1}^n \left(10^{\frac{Leq(day)_i}{10}} + 10^{\frac{Leq(evening+5)_i}{10}} + 10^{\frac{Leq(night+10)_i}{10}} \right)$$

With the following variables:

- $L_{eq}(x)_i$ = The equivalent sound level during period 'x' at time interval 'i', and,
- n = The number of time intervals.





Applicable Significance Thresholds

City of Escondido Noise Regulations

The City of Escondido, through its Noise Element of the General Plan and Community Protection Element, has established criteria for compatibility of noise for various land uses, as shown in Table 1 below. Sound levels up to 65 dBA CNEL are considered compatible with sensitive land uses.¹

TABLE 1: City of Escondido Land Use Compatibility Matrix

Land Use Category	Exterior Noise Level (CNEL)						
	55	60	65	70	75	80	
Residential			Blue	Blue	Yellow	Red	Red
Transient Lodging, Motels, Hotels			Blue	Blue	Blue	Yellow	Red
Schools, Libraries, Churches, Hospitals, Nursing Homes			Blue	Blue	Yellow	Yellow	Red
Auditoriums, Concert Halls, Amphitheaters	Blue	Blue	Blue	Blue	Red	Red	Red
Sports Arena, Outdoor Spectator Sports	Blue	Blue	Blue	Blue	Blue	Red	Red
Playgrounds, Neighborhood Parks					Yellow	Red	Red
Golf Courses, Riding Stables, Water Recreation, Cemeteries					Yellow	Yellow	Red
Office Buildings, Business Commercial, Professional				Blue	Blue	Blue	Yellow
Industrial, Manufacturing, Utilities, Agriculture					Blue	Blue	Yellow

-  NORMALLY ACCEPTABLE - Specified land use is satisfactory, based upon the assumption that buildings involved are of normal conventional construction, without any special noise insulation requirements.
-  CONDITIONALLY ACCEPTABLE - New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design.
-  NORMALLY UNACCEPTABLE - New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made with noise insulation features included in the design.
-  CLEARLY UNACCEPTABLE - New construction or development clearly should not be undertaken.

¹ Under the Community Protection and Safety Noise Policy E1.2, a goal has been set to attempt to lower noise within outdoor residential areas to 60 dBA CNEL. It is noted that this is a design goal and not a General Plan Policy, and that mitigation to this level may not be feasible for every case. These standards are typically applied to areas within a proposed development that would be classified as “usable exterior space”, such as rear and some side yards.

State of California CCR Title 24

The *California Code of Regulations (CCR), State Building Code, Part 2, Title 24, Appendix Chapter 35; "Noise Insulation Standards for Multifamily Housing"* requires that multi-family dwellings, hotels, and motels located where the CNEL exceeds 60 dBA require an acoustical analysis showing that the proposed design will limit interior noise to less than 45 dBA CNEL for all residential spaces.^{2,3} Title 24 noise regulations became effective in California in 1974.

Worst-case noise levels, either existing or future, must be used for the purposes of impact determination. The City of Escondido has adopted the CCR Title 24 regulations for all types of residential dwellings.

Approach and Methodology

In order to facilitate a full acoustical modeling of the subject study area, ISE created a three-dimensional model of the El Ku neighborhood using geographic information system (GIS) methods. This model was further enhanced to include additional property attributes unique to each residential property including the current property owner, the assessors parcel number (APN), construction date, finished pad height, and the number of structural stories consistent with 2019-2020 LIDAR measurements.

For the acoustical modeling component, the *Traffic Noise Model version 2.5* (TNM 2.5) based on FHWA-PD-96-010 and FHWA/CA/TL-87/03 standards was used to calculate future onsite vehicular traffic noise levels.⁴ Dominant input to the TNM acoustical model included the following:

- A three-dimensional GIS model of the El Ku neighborhood and as-built centerline of northbound and southbound Interstate 15 (I-15) travel lanes inclusive of any HOV lanes (Source: ISE, 10/21).
- Future County of San Diego / SANDAG Horizon Year 2030 Average Daily Trips for the aforementioned roadway segment(s).
- A traffic mix of 88.4% LDA/LDT, 6.4% MDT, 4.7% HDT, and 0.5% MCY in accordance with 2009 the Caltrans ITS Transportation Protocols, and a peak hour traffic percentage of 10% of the ADT.⁵
- Rear yard and building façade topographic elevations (Source: USGS DEM, Landsat/Copernicus LIDAR datasets, 10/21).

² Noise insulation standards were officially adopted by the California Commission of Housing and Community Development in 1974. In November 1988, the Building Standards Commission approved revisions to these standards (Title 24, Part 2, California Code of Regulations). The standards currently reside in Appendix Chapter 12 of the California Building Code and apply to all new construction in the State of California.

³ This standard is also codified in the 2013 version of the California Code of Regulations, Title 24, Part 2, Volume 1, Chapter 12 – Interior Environment, Section 1207 et. seq.

⁴ TNM 2.5 is the only noise-modeling program formally accepted for use within the State of California.

⁵ The Caltrans vehicle classifications are as follows: LDA = Light Duty Automobile, LDT = Light Duty Truck, MDT = Medium Duty Truck, HDT = Heavy Duty Truck, and MCY = Motorcycle. For values between approximately 8 and 12 percent, the energy-mean A-weighted sound level is equivalent to the CNEL.

- Interstate 15 and Beethoven Drive existing slope edges, and as-built building envelopes within the El Ku neighborhood (Source: ISE/Landsat, SANDAG 40-foot topographic mapping, 10/21).
- A composite pavement type, consisting of an average of Portland Cement Concrete (PCC) and Dense-Graded Asphaltic Concrete (DGAC) in accordance with TNM 2.5 test results (1998).

Modeled receptor areas consisting of existing outdoor useable space locations within the residential footprint of each developed lot, as well as exterior building façade points, were sampled at various locations throughout the community to determine the variation of all acoustic sources affecting the project site. The complete model runs are provided as an attachment to this report.

Future Traffic Impact Findings

Direct Exterior Noise Impacts

Dominant future traffic noise affecting the subject El Ku study area is predominately due to traffic activity along northbound and southbound Interstate 15 (I-15) with lesser contributions from surface street traffic along Centre City Parkway to the west, and Beethoven Drive to the south.⁶ Future SANDAG/Caltrans 2030 traffic predictions for the northbound I-15 corridor predict the following traffic volumes as shown in Table 2 below:

TABLE 2: I-15 2030 Traffic Predictions (per SANDAG/Caltrans)

Corridor	Directional ADT	Total Directional ADT	Total ADT
Northbound	135,178	171,488	348,801
Northbound HOV	36,310		
Southbound	134,121	177,313	
Southbound HOV	43,192		

Thus, future year 2030 worst-case average daily traffic (ADT) volumes along I-15 would be as high as 348,801 ADT.⁷ The posted travel speed within this freeway segment is 65 MPH. Given this, the TNM predicted future traffic noise due to I-15 is shown in Table 3, below, along with the predicted placement within the City’s land use compatibility guidelines, and (where applicable) the as-built structures’ potential compliance with CCR Title 24. Additionally, the acoustical findings are provided graphically in Figure 4 on Page 12 of this report.

⁶ Centre City Parkway is expected to have future year 2030 traffic volumes as high as 20,014 ADT adjacent to the study area, while Beethoven Drive is expected to be 15,999 ADT.

⁷ This would equate to the following disaggregated future vehicle peak-hour volumes for northbound I-15: LDA/LDT = 15,160, MDT = 1,098, HDT = 806, MCY = 86. The commensurate level for southbound I-15 would be: LDA/LDT = 15,674, MDT = 1,135, HDT = 833, MCY = 89.

TABLE 3: Predicted Future Potential Acoustical Impact Potential within Study Area

ADDRESS	CONST DATE	STORIES	Rear Yard SPL (dBA)	Façade SPL (dBA)	NOISE COMPATABILITY THRESHOLD CLASSIFICATION PER CITY/STATE				Exceed CCR Title 24?
					Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable	
121 Sierra St	1973	1	58.1	58.1	●				
123 Sierra St	1978	1	51.7	57.6	●				
125 Sierra St	1966	1	55.5	59.1	●				
129 Sierra St	1973	1	51.6	57.6	●				
130 Sierra St	1949	1	66.0	67.4		●			Yes
133 Sierra St	1973	1	44.4	54.4	●				
136 Sierra St	2001	1	63.5	61.2		●			
140 Sierra St	1971	1	45.0	58.6	●				
150 Sierra St	1991	1	39.6	51.5	●				
154 Sierra St	1966	1	44.0	56.0	●				
3014 El Ku Ave	1965	1	65.8	71.9		●			Yes
3018 El Ku Ave	1949	1	49.6	66.8	●				Yes
3019 El Ku Ave	1955	1	71.2	74.6			●		Yes
3022 El Ku Ave	1975	2	50.0	74.5	●				
3026 El Ku Ave	1974	1	60.8	74.6		●			Yes
3030 El Ku Ave	1949	1	48.5	67.6	●				Yes
3032 El Ku Ave	2001	2	47.0	74.7	●				
3034 El Ku Ave	1949	1	46.1	66.9	●				Yes
3039 El Ku Ave	1977	1	74.4	75.7			●		
3042 El Ku Ave	2001	1	46.8	71.0	●				
3045 El Ku Ave	2020	1	76.0	75.8				●	
3046 El Ku Ave	1990	2	41.8	51.1	●				

TABLE 3 (cont.): Predicted Future Potential Acoustical Impact Potential within Study Area

ADDRESS	CONST DATE	STORIES	Rear Yard SPL (dBA)	Façade SPL (dBA)	NOISE COMPATABILITY THRESHOLD CLASSIFICATION PER CITY/STATE				
					Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable	Exceed CCR Title 24?
3064 El Ku Ave	1949	1	64.6	71.0		●			Yes
3105 El Ku Ave	1978	1	76.8	76.2				●	
3112 El Ku Ave	1949	1	51.6	69.4	●				Yes
3115 El Ku Ave	1978	1	76.2	74.7				●	
3127 El Ku Ave	1990	1	78.7	77.8				●	
3133 El Ku Ave	1990	1	69.1	72.9		●			
3136 El Ku Ave	1949	1	65.3	68.6		●			Yes
3137 El Ku Ave	1990	1	75.5	75.2				●	
3141 El Ku Ave	1990	1	67.2	69.0		●			
3145 El Ku Ave	1990	1	74.3	73.9			●		
3148 El Ku Ave	1949	1	63.2	67.4		●			Yes
3154 El Ku Ave	2003	1	54.2	60.8	●				
3155 El Ku Ave	1990	1	69.8	68.7		●			
3164 El Ku Ave	2003	1	53.5	65.0	●				
Totals:					18	10	3	5	11

SPL values shown in dBA CNEL

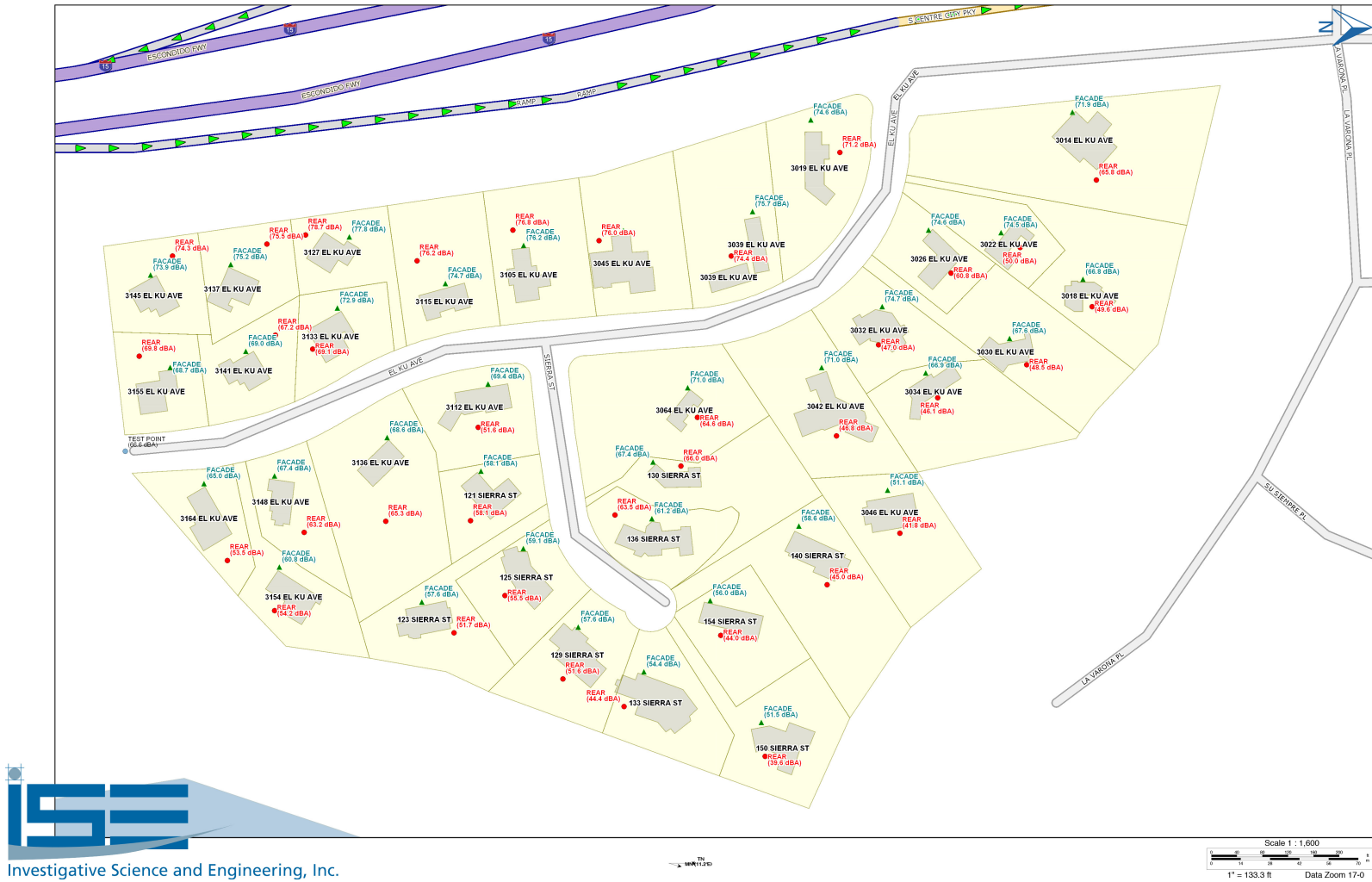


FIGURE 4: Expected Year 2030 Community Noise Levels Due to I-15 (ISE 10/21)



Based upon the findings, a total of 18 residential structures would remain within 'normally acceptable' levels as defined by the City under future year 2030 traffic conditions. Additionally, 10 residences would remain within the 'conditionally acceptable' levels of less than 65 dBA CNEL. From an exterior noise compliance standpoint under the City's General Plan these exterior use areas would be deemed as non-impacted by future traffic noise.

In a similar fashion, a total of eight (8) structures would be potentially moderately- to severely-impacted under the future year 2030 traffic condition. Three (3) structures could potentially fall within the 'normally unacceptable' criteria, and five (5) structures could potentially reside within the 'clearly unacceptable' criteria as defined under the City's General Plan. These areas could be deemed as impacted by future traffic noise requiring some form of mitigation to reduce levels to at, or below, the City's 'conditionally acceptable' level than 65 dBA CNEL.

Direct Interior Noise Impacts

Additionally, Table 3 identifies a total of 11 residential structures, by virtue of their age, and anticipated future traffic noise exposure levels, which could have interior space in excess of the design limit of 45 dBA CNEL as prescribed by CCR Title 24. It is unknown at this time the extent of the individual impacts to each of the structures interior spaces, thus the list provided in Table 3 provides a screening of future candidate sites for investigation.

Conclusions

Based upon the spatial and computational analysis of the El Ku study area, the following potential acoustical impact findings are indicated:

- Future year 2030 worst-case average daily traffic (ADT) volumes along I-15 would be as high as 348,801 ADT according to data from SANDAG and Caltrans.
- Future traffic activity along I-15 is expected to create a community noise condition within the El Ku study area producing credible rear yard noise levels ranging from 39.6 to 78.7 dBA CNEL based on existing uses.
- Based on predictive worst-case modeling,
 - A total of 28 residential uses were identified to be within the City's 'normally acceptable' or 'conditionally acceptable' General Plan noise thresholds. These noise levels could limit future onsite construction without additional mitigation measures by the property owner.
 - A total of three (3) residential uses were identified to be within the City's 'normally unacceptable' noise threshold. These noise levels could limit future onsite construction and/or require additional mitigation measures by the property owner.
 - A total of five (5) residential uses were identified to be within the City's 'clearly unacceptable' threshold. These noise levels could restrict future onsite construction by the property owner.

- A total of 11 residential uses were identified which could have interior space in excess of the design limit of 45 dBA CNEL as prescribed by CCR Title 24.
- As a result of continued growth within this portion of San Diego County, it is expected that the aforementioned traffic noise condition will continue to increase.

Should you have any questions regarding these findings, please do not hesitate to contact me.

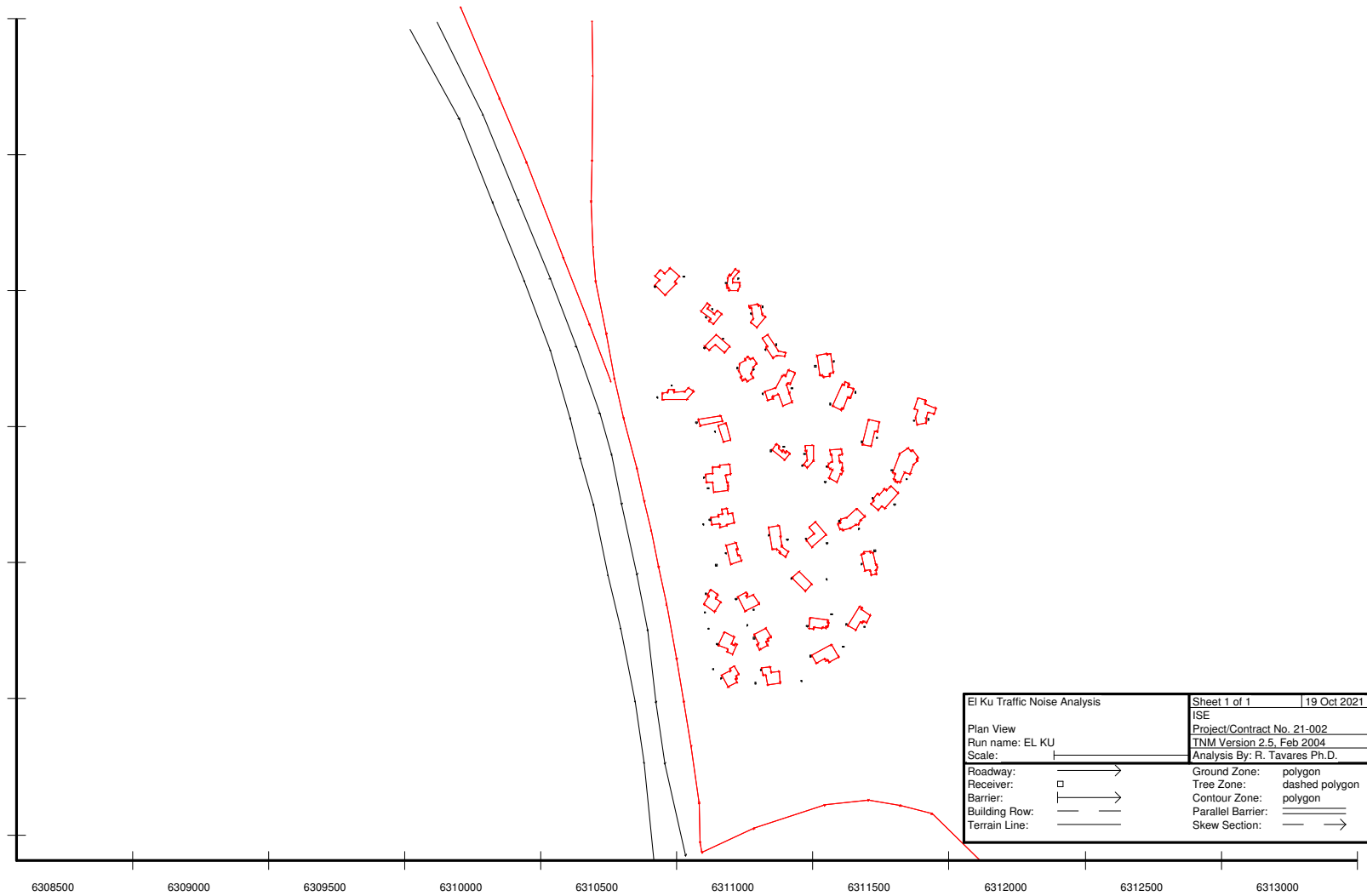
Sincerely,



Rick Tavares, Ph.D.
Director of Engineering
Investigative Science and Engineering, Inc.

Cc: Karen Tavares – ISE

Attachments: TNM 2.5 Model Input/Output Tables



ATTACHMENT 2

Mr. Douglas Shultz
 Acoustical Impact Assessment
 El Ku Avenue Residential Community – Escondido, CA
 ISE Project #21-002
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Item 8.

INPUT: ROADWAYS

21-002

ISE				19 October 2021								
R. Tavares Ph.D.				TNM 2.5								
INPUT: ROADWAYS											Average pavement type shall be used unless a State highway agency substantiates the use of a different type with the approval of FHWA	
PROJECT/CONTRACT:		21-002										
RUN:		El Ku Traffic Noise Analysis										
Roadway		Points		Coordinates (pavement)			Flow Control		Segment			
Name	Width	Name	No.	X	Y	Z	Control Device	Speed Constraint	Percent Vehicles Affected	Pvmt Type	On Struct?	
	ft			ft	ft	ft		mph	%			
NB I-15	100.0	NB I-15 3	82	6,309,615.0	1,974,488.0	581.80				Average		
		NB I-15 4	83	6,309,784.0	1,974,145.0	541.70				Average		
		NB I-15 5	84	6,309,914.0	1,973,832.0	490.70				Average		
		NB I-15 6	85	6,310,030.0	1,973,543.0	471.60				Average		
		NB I-15 7	86	6,310,126.0	1,973,293.0	472.90				Average		
		NB I-15 8	87	6,310,212.0	1,973,048.0	467.80				Average		
		NB I-15 9	88	6,310,255.0	1,972,897.0	459.60				Average		
		NB I-15 10	89	6,310,293.0	1,972,716.0	456.60				Average		
		NB I-15 11	90	6,310,350.0	1,972,457.0	430.10				Average		
		NB I-15 12	91	6,310,387.0	1,972,252.0	429.70				Average		
		NB I-15 13	92	6,310,419.0	1,971,988.0	420.70				Average		
		NB I-15 14	93	6,310,452.0	1,971,763.0	414.10				Average		
		NB I-15 15	94	6,310,528.0	1,971,426.0	397.10						
SB I-15	90.0	SB I-15 3	97	6,309,517.0	1,974,459.0	585.80				Average		
		SB I-15 4	98	6,309,696.0	1,974,131.0	557.50				Average		
		SB I-15 5	99	6,309,821.0	1,973,823.0	501.30				Average		
		SB I-15 6	100	6,309,936.0	1,973,534.0	486.50				Average		
		SB I-15 7	101	6,310,032.0	1,973,279.0	490.80				Average		
		SB I-15 8	102	6,310,104.0	1,973,030.0	488.00				Average		
		SB I-15 9	103	6,310,142.0	1,972,883.0	486.80				Average		
		SB I-15 10	104	6,310,190.0	1,972,712.0	474.40				Average		
		SB I-15 11	105	6,310,242.0	1,972,453.0	440.70				Average		
		SB I-15 12	106	6,310,289.0	1,972,257.0	437.90				Average		
		SB I-15 13	107	6,310,341.0	1,971,989.0	428.20				Average		
		SB I-15 14	108	6,310,374.0	1,971,764.0	423.70				Average		

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19 October 2021

INPUT: ROADWAYS

21-002

		SB I-15 15	109	6,310,415.0	1,971,368.0	399.50				
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INPUT: TRAFFIC FOR LAeq1h Volumes

21-002

ISE		19 October 2021												
R. Tavares Ph.D.		TNM 2.5												
INPUT: TRAFFIC FOR LAeq1h Volumes														
PROJECT/CONTRACT:		21-002												
RUN:		El Ku Traffic Noise Analysis												
Roadway Name	Points Name	No.	Segment	Autos		MTrucks		HTrucks		Buses		Motorcycles		
				V	S	V	S	V	S	V	S	V	S	
				veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph	
NB I-15	NB I-15 3	82	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 4	83	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 5	84	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 6	85	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 7	86	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 8	87	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 9	88	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 10	89	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 11	90	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 12	91	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 13	92	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 14	93	15160	65	1098	65	1098	65	806	65	1	65	86	65
	NB I-15 15	94												
SB I-15	SB I-15 3	97	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 4	98	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 5	99	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 6	100	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 7	101	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 8	102	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 9	103	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 10	104	15674	65	1135	65	1135	65	833	65	1	65	89	65
	SB I-15 11	105	15674	65	1135	65	1135	65	833	65	1	65	89	65

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INPUT: TRAFFIC FOR LAeq1h Volumes

21-002

	SB I-15 12	106	15674	65	1135	65	833	65	1	65	89	65
	SB I-15 13	107	15674	65	1135	65	833	65	1	65	89	65
	SB I-15 14	108	15674	65	1135	65	833	65	1	65	89	65
	SB I-15 15	109										

INPUT: RECEIVERS

21-002

ISE							19 October 2021				
R. Tavares Ph.D.							TNM 2.5				
INPUT: RECEIVERS											
PROJECT/CONTRACT:			21-002								
RUN:			El Ku Traffic Noise Analysis								
Receiver											
Name	No.	#DUs	Coordinates (ground)			Height above Ground	Input Sound Levels and Criteria			NR Goal	Active in Calc.
			X	Y	Z		Existing LAeq1h	Impact Criteria LAeq1h	Sub'l dB		
			ft	ft	ft	ft	dBA	dBA	dB	dB	
121 F	189	1	6,310,969.0	1,972,590.0	431.00	5.00	0.00	65	10.0	8.0	Y
121 R	191	1	6,311,047.0	1,972,573.0	431.00	5.00	0.00	65	10.0	8.0	Y
123 F	192	1	6,311,173.0	1,972,497.0	410.00	5.00	0.00	65	10.0	8.0	Y
123 R	193	1	6,311,222.0	1,972,546.0	410.00	5.00	0.00	65	10.0	8.0	Y
125 F	194	1	6,311,091.0	1,972,655.0	422.00	5.00	0.00	65	10.0	8.0	Y
125 R	195	1	6,311,164.0	1,972,626.0	422.00	5.00	0.00	65	10.0	8.0	Y
129 F	196	1	6,311,214.0	1,972,740.0	416.00	5.00	0.00	65	10.0	8.0	Y
129 R	197	1	6,311,295.0	1,972,715.0	416.00	5.00	0.00	65	10.0	8.0	Y
130 F	198	1	6,310,957.0	1,972,859.0	454.00	5.00	0.00	65	10.0	8.0	Y
130 R	199	1	6,310,964.0	1,972,902.0	454.00	5.00	0.00	65	10.0	8.0	Y
133 F	200	1	6,311,285.0	1,972,842.0	415.00	5.00	0.00	65	10.0	8.0	Y
133 R	201	1	6,311,339.0	1,972,810.0	415.00	5.00	0.00	65	10.0	8.0	Y
136 F	202	1	6,311,046.0	1,972,856.0	438.00	5.00	0.00	65	10.0	8.0	Y
136 R	203	1	6,311,040.0	1,972,798.0	438.00	5.00	0.00	65	10.0	8.0	Y
140 F	204	1	6,311,059.0	1,973,085.0	434.00	5.00	0.00	65	10.0	8.0	Y
140 R	205	1	6,311,151.0	1,973,128.0	434.00	5.00	0.00	65	10.0	8.0	Y
150 F	206	1	6,311,366.0	1,973,024.0	410.00	5.00	0.00	65	10.0	8.0	Y
150 R	207	1	6,311,419.0	1,973,029.0	410.00	5.00	0.00	65	10.0	8.0	Y
154 F	208	1	6,311,175.0	1,972,946.0	425.00	5.00	0.00	65	10.0	8.0	Y
154 R	209	1	6,311,229.0	1,972,962.0	425.00	5.00	0.00	65	10.0	8.0	Y
3014 F	210	1	6,310,415.0	1,973,516.0	448.00	5.00	0.00	65	10.0	8.0	Y
3014 R	211	1	6,310,521.0	1,973,553.0	448.00	5.00	0.00	65	10.0	8.0	Y

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19 October 2021

ATTACHMENT 2

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INPUT: RECEIVERS

21-002

3018 F	212	1	6,310,676.0	1,973,531.0	453.00	5.00	0.00	65	10.0	8.0	Y
3018 R	213	1	6,310,720.0	1,973,545.0	453.00	5.00	0.00	65	10.0	8.0	Y
3019 F	214	1	6,310,424.0	1,973,109.0	446.00	5.00	0.00	65	10.0	8.0	Y
3019 R	215	1	6,310,475.0	1,973,153.0	446.00	5.00	0.00	65	10.0	8.0	Y
3022 F	216	1	6,310,603.0	1,973,404.0	475.00	5.00	0.00	65	10.0	8.0	Y
3022 R	217	1	6,310,626.0	1,973,433.0	475.00	5.00	0.00	65	10.0	8.0	Y
3026 F	218	1	6,310,597.0	1,973,291.0	469.00	5.00	0.00	65	10.0	8.0	Y
3026 R	219	1	6,310,665.0	1,973,325.0	469.00	5.00	0.00	65	10.0	8.0	Y
3030 F	220	1	6,310,768.0	1,973,416.0	465.00	5.00	0.00	65	10.0	8.0	Y
3030 R	221	1	6,310,809.0	1,973,442.0	465.00	5.00	0.00	65	10.0	8.0	Y
3032 F	222	1	6,310,717.0	1,973,217.0	486.00	5.00	0.00	65	10.0	8.0	Y
3032 R	223	1	6,310,777.0	1,973,211.0	486.00	5.00	0.00	65	10.0	8.0	Y
3034 F	224	1	6,310,821.0	1,973,285.0	472.00	5.00	0.00	65	10.0	8.0	Y
3034 R	225	1	6,310,860.0	1,973,303.0	472.00	5.00	0.00	65	10.0	8.0	Y
3039 F	226	1	6,310,567.0	1,973,017.0	455.00	5.00	0.00	65	10.0	8.0	Y
3039 R	227	1	6,310,636.0	1,972,983.0	455.00	5.00	0.00	65	10.0	8.0	Y
3042 F	228	1	6,310,811.0	1,973,122.0	473.00	5.00	0.00	65	10.0	8.0	Y
3042 R	229	1	6,310,918.0	1,973,144.0	473.00	5.00	0.00	65	10.0	8.0	Y
3045 F	230	1	6,310,595.0	1,972,815.0	444.00	5.00	0.00	65	10.0	8.0	Y
3045 R	231	1	6,310,610.0	1,972,777.0	444.00	5.00	0.00	65	10.0	8.0	Y
3046 F	232	1	6,311,004.0	1,973,224.0	450.00	5.00	0.00	65	10.0	8.0	Y
3046 R	233	1	6,311,071.0	1,973,242.0	450.00	5.00	0.00	65	10.0	8.0	Y
3064 F	234	1	6,310,841.0	1,972,913.0	465.00	5.00	0.00	65	10.0	8.0	Y
3064 R	235	1	6,310,888.0	1,972,928.0	465.00	5.00	0.00	65	10.0	8.0	Y
3105 F	236	1	6,310,617.0	1,972,659.0	435.00	5.00	0.00	65	10.0	8.0	Y
3105 R	237	1	6,310,592.0	1,972,643.0	435.00	5.00	0.00	65	10.0	8.0	Y
3112 F	238	1	6,310,833.0	1,972,603.0	441.00	5.00	0.00	65	10.0	8.0	Y
3112 R	239	1	6,310,901.0	1,972,586.0	441.00	5.00	0.00	65	10.0	8.0	Y
3115 F	240	1	6,310,675.0	1,972,537.0	428.00	5.00	0.00	65	10.0	8.0	Y
3115 R	241	1	6,310,640.0	1,972,493.0	428.00	5.00	0.00	65	10.0	8.0	Y
3127 F	242	1	6,310,601.0	1,972,388.0	425.00	5.00	0.00	65	10.0	8.0	Y
3127 R	243	1	6,310,598.0	1,972,320.0	425.00	5.00	0.00	65	10.0	8.0	Y
3133 F	244	1	6,310,713.0	1,972,369.0	425.00	5.00	0.00	65	10.0	8.0	Y
3133 R	245	1	6,310,776.0	1,972,330.0	425.00	5.00	0.00	65	10.0	8.0	Y
3136 F	246	1	6,310,916.0	1,972,445.0	437.00	5.00	0.00	65	10.0	8.0	Y

INPUT: RECEIVERS

21-002

3136 R	247	1	6,311,046.0	1,972,441.0	437.00	5.00	0.00	65	10.0	8.0	Y
3137 F	248	1	6,310,643.0	1,972,203.0	415.00	5.00	0.00	65	10.0	8.0	Y
3137 R	249	1	6,310,611.0	1,972,260.0	415.00	5.00	0.00	65	10.0	8.0	Y
3141 F	250	1	6,310,779.0	1,972,225.0	418.00	5.00	0.00	65	10.0	8.0	Y
3141 R	251	1	6,310,754.0	1,972,272.0	418.00	5.00	0.00	65	10.0	8.0	Y
3145 F	252	1	6,310,658.0	1,972,078.0	406.00	5.00	0.00	65	10.0	8.0	Y
3145 R	253	1	6,310,629.0	1,972,112.0	406.00	5.00	0.00	65	10.0	8.0	Y
3148 F	254	1	6,310,974.0	1,972,269.0	425.00	5.00	0.00	65	10.0	8.0	Y
3148 R	255	1	6,311,063.0	1,972,314.0	425.00	5.00	0.00	65	10.0	8.0	Y
3154 F	256	1	6,311,117.0	1,972,276.0	414.00	5.00	0.00	65	10.0	8.0	Y
3154 R	257	1	6,311,185.0	1,972,267.0	414.00	5.00	0.00	65	10.0	8.0	Y
3155 F	258	1	6,310,803.0	1,972,108.0	402.00	5.00	0.00	65	10.0	8.0	Y
3155 R	259	1	6,310,785.0	1,972,060.0	402.00	5.00	0.00	65	10.0	8.0	Y
3164 F	260	1	6,310,986.0	1,972,159.0	412.00	5.00	0.00	65	10.0	8.0	Y
3164 R	261	1	6,311,106.0	1,972,194.0	412.00	5.00	0.00	65	10.0	8.0	Y
CUL-DE-SAC (TEST PT)	262	1	6,310,953.5	1,972,066.9	403.00	5.00	0.00	65	10.0	8.0	Y

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Item 8.

INPUT: BARRIERS

21-002

Barrier										Points										
Name	Type	Height		If Wall	If Berm	Top		Run:Rise	Add'l	Name	No.	Coordinates (bottom)			Height	Segment	Seg Ht	Perturbs	On	Important
		Min	Max	\$ per Unit Area	\$ per Unit Vol.	Width	ft	ft:ft	\$ per Unit Length			X	Y	Z	at Point	Incr-	#Up	#Dn	Struct?	Reflec-tions?
		ft	ft	\$/sq ft	\$/cu yd	ft			\$/ft			ft	ft	ft	ft	ft				
ISE R. Tavares Ph.D. 19 October 2021 TNM 2.5																				
INPUT: BARRIERS																				
PROJECT/CONTRACT: 21-002																				
RUN: El Ku Traffic Noise Analysis																				
3014 EL KU	W	0.00	99.99	0.00					0.00	3014-1	138	6,310,414.0	1,973,555.0	448.00	25.00	0.00	0	0		
										3014-2	139	6,310,434.0	1,973,577.0	448.00	25.00	0.00	0	0		
										3014-3	140	6,310,450.0	1,973,564.0	448.00	25.00	0.00	0	0		
										3014-4	141	6,310,470.0	1,973,585.0	448.00	25.00	0.00	0	0		
										3014-5	142	6,310,505.0	1,973,554.0	448.00	25.00	0.00	0	0		
										3014-6	143	6,310,487.0	1,973,534.0	448.00	25.00	0.00	0	0		
										3014-7	144	6,310,493.0	1,973,527.0	448.00	25.00	0.00	0	0		
										3014-8	145	6,310,453.0	1,973,485.0	448.00	25.00	0.00	0	0		
										3014-9	146	6,310,414.0	1,973,521.0	448.00	25.00	0.00	0	0		
										3014-10	148	6,310,432.0	1,973,540.0	448.00	25.00	0.00	0	0		
										3014-11	147	6,310,414.0	1,973,555.0	448.00	25.00					
3018 EL KU	W	0.00	99.99	0.00					0.00	3018-1	149	6,310,711.0	1,973,582.0	453.00	25.00	0.00	0	0		
										3018-2	150	6,310,723.0	1,973,572.0	453.00	25.00	0.00	0	0		
										3018-3	151	6,310,701.0	1,973,543.0	453.00	25.00	0.00	0	0		
										3018-4	152	6,310,701.0	1,973,530.0	453.00	25.00	0.00	0	0		
										3018-5	153	6,310,727.0	1,973,530.0	453.00	25.00	0.00	0	0		
										3018-6	154	6,310,727.0	1,973,517.0	453.00	25.00	0.00	0	0		
										3018-7	155	6,310,718.0	1,973,602.0	453.00	25.00	0.00	0	0		
										3018-8	156	6,310,687.0	1,973,503.0	453.00	25.00	0.00	0	0		
										3018-9	157	6,310,686.0	1,973,513.0	453.00	25.00	0.00	0	0		
										3018-10	158	6,310,679.0	1,973,513.0	453.00	25.00	0.00	0	0		
										3018-11	159	6,310,679.0	1,973,523.0	453.00	25.00	0.00	0	0		
										3018-12	160	6,310,681.0	1,973,523.0	453.00	25.00	0.00	0	0		
										3018-13	161	6,310,682.0	1,973,549.0	453.00	25.00	0.00	0	0		
										3018-14	162	6,310,689.0	1,973,561.0	453.00	25.00	0.00	0	0		
										3018-15	163	6,310,693.0	1,973,558.0	453.00	25.00	0.00	0	0		
										3018-16	164	6,310,711.0	1,973,582.0	453.00	25.00					
3022 EL KU	W	0.00	99.99	0.00					0.00	3022-1	165	6,310,583.0	1,973,427.0	465.00	35.00	0.00	0	0		
										3022-2	166	6,310,607.0	1,973,456.0	465.00	35.00	0.00	0	0		
										3022-3	167	6,310,617.0	1,973,448.0	465.00	35.00	0.00	0	0		
										3022-4	168	6,310,608.0	1,973,435.0	465.00	35.00	0.00	0	0		
										3022-5	169	6,310,633.0	1,973,415.0	465.00	35.00	0.00	0	0		
										3022-6	170	6,310,644.0	1,973,428.0	465.00	35.00	0.00	0	0		
										3022-7	171	6,310,661.0	1,973,414.0	465.00	35.00	0.00	0	0		
										3022-8	172	6,310,629.0	1,973,378.0	465.00	35.00	0.00	0	0		

C:\TNM25\EL KU

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							3022-9	173	6,310,613.0	1,973,390.0	465.00	35.00	0.00	0	0		
							3022-10	174	6,310,619.0	1,973,398.0	465.00	35.00	0.00	0	0		
							3022-11	175	6,310,583.0	1,973,427.0	465.00	35.00					
3030 EL KU	W	0.00	99.99	0.00		0.00	3030-1	176	6,310,759.0	1,973,447.0	465.00	25.00	0.00	0	0		
							3030-2	177	6,310,793.0	1,973,453.0	465.00	25.00	0.00	0	0		
							3030-3	178	6,310,794.0	1,973,446.0	465.00	25.00	0.00	0	0		
							3030-4	179	6,310,803.0	1,973,447.0	465.00	25.00	0.00	0	0		
							3030-5	180	6,310,810.0	1,973,413.0	465.00	25.00	0.00	0	0		
							3030-6	181	6,310,821.0	1,973,405.0	465.00	25.00	0.00	0	0		
							3030-7	182	6,310,789.0	1,973,366.0	465.00	25.00	0.00	0	0		
							3030-8	183	6,310,766.0	1,973,385.0	465.00	25.00	0.00	0	0		
							3030-9	184	6,310,777.0	1,973,399.0	465.00	25.00	0.00	0	0		
							3030-10	185	6,310,769.0	1,973,440.0	465.00	25.00	0.00	0	0		
							3030-11	186	6,310,761.0	1,973,439.0	465.00	25.00	0.00	0	0		
							3030-12	187	6,310,759.0	1,973,447.0	465.00	25.00					
3034 EL KU	W	0.00	99.99	0.00		0.00	3034-1	188	6,310,809.0	1,973,327.0	472.00	25.00	0.00	0	0		
							3034-2	189	6,310,829.0	1,973,340.0	472.00	25.00	0.00	0	0		
							3034-3	190	6,310,869.0	1,973,279.0	472.00	25.00	0.00	0	0		
							3034-4	191	6,310,894.0	1,973,275.0	472.00	25.00	0.00	0	0		
							3034-5	192	6,310,892.0	1,973,260.0	472.00	25.00	0.00	0	0		
							3034-6	193	6,310,861.0	1,973,263.0	472.00	25.00	0.00	0	0		
							3034-7	194	6,310,847.0	1,973,255.0	472.00	25.00	0.00	0	0		
							3034-8	195	6,310,822.0	1,973,293.0	472.00	25.00	0.00	0	0		
							3034-9	196	6,310,828.0	1,973,297.0	472.00	25.00	0.00	0	0		
							3034-10	197	6,310,809.0	1,973,327.0	472.00	25.00					
3026 EL KU	W	0.00	99.99	0.00		0.00	3026-1	198	6,310,597.0	1,973,297.0	469.00	25.00	0.00	0	0		
							3026-2	199	6,310,640.0	1,973,341.0	469.00	25.00	0.00	0	0		
							3026-3	200	6,310,691.0	1,973,296.0	469.00	25.00	0.00	0	0		
							3026-4	201	6,310,670.0	1,973,274.0	469.00	25.00	0.00	0	0		
							3026-5	202	6,310,636.0	1,973,303.0	469.00	25.00	0.00	0	0		
							3026-6	203	6,310,614.0	1,973,282.0	469.00	25.00	0.00	0	0		
							3026-7	204	6,310,597.0	1,973,297.0	469.00	25.00					
3032 EL KU	W	0.00	99.99	0.00		0.00	3032-1	205	6,310,745.0	1,973,251.0	476.00	35.00	0.00	0	0		
							3032-2	206	6,310,757.0	1,973,259.0	476.00	35.00	0.00	0	0		
							3032-3	207	6,310,764.0	1,973,249.0	476.00	35.00	0.00	0	0		
							3032-4	208	6,310,775.0	1,973,254.0	476.00	35.00	0.00	0	0		
							3032-5	209	6,310,788.0	1,973,233.0	476.00	35.00	0.00	0	0		
							3032-6	210	6,310,775.0	1,973,220.0	476.00	35.00	0.00	0	0		
							3032-7	211	6,310,770.0	1,973,199.0	476.00	35.00	0.00	0	0		
							3032-8	212	6,310,766.0	1,973,199.0	476.00	35.00	0.00	0	0		
							3032-9	213	6,310,777.0	1,973,182.0	476.00	35.00	0.00	0	0		
							3032-10	214	6,310,753.0	1,973,167.0	476.00	35.00	0.00	0	0		
							3032-11	215	6,310,747.0	1,973,178.0	476.00	35.00	0.00	0	0		
							3032-12	216	6,310,736.0	1,973,172.0	476.00	35.00	0.00	0	0		
							3032-13	217	6,310,729.0	1,973,183.0	476.00	35.00	0.00	0	0		
							3032-14	218	6,310,734.0	1,973,186.0	476.00	35.00	0.00	0	0		
							3032-15	219	6,310,721.0	1,973,207.0	476.00	35.00	0.00	0	0		
							3032-16	220	6,310,726.0	1,973,233.0	476.00	35.00	0.00	0	0		

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										3032-17	221	6,310,748.0	1,973,247.0	476.00	35.00	0.00	0	0		
										3032-18	222	6,310,745.0	1,973,251.0	476.00	35.00					
3042 EL KU	W	0.00	99.99	0.00				0.00		3042-1	223	6,310,817.0	1,973,130.0	473.00	25.00	0.00	0	0		
										3042-2	224	6,310,858.0	1,973,144.0	473.00	25.00	0.00	0	0		
										3042-3	225	6,310,881.0	1,973,189.0	473.00	25.00	0.00	0	0		
										3042-4	226	6,310,891.0	1,973,192.0	473.00	25.00	0.00	0	0		
										3042-5	227	6,310,896.0	1,973,189.0	473.00	25.00	0.00	0	0		
										3042-6	228	6,310,906.0	1,973,210.0	473.00	25.00	0.00	0	0		
										3042-7	229	6,310,928.0	1,973,201.0	473.00	25.00	0.00	0	0		
										3042-8	230	6,310,929.0	1,973,195.0	473.00	25.00	0.00	0	0		
										3042-9	231	6,310,912.0	1,973,158.0	473.00	25.00	0.00	0	0		
										3042-10	232	6,310,902.0	1,973,162.0	473.00	25.00	0.00	0	0		
										3042-11	233	6,310,898.0	1,973,155.0	473.00	25.00	0.00	0	0		
										3042-12	234	6,310,909.0	1,973,126.0	473.00	25.00	0.00	0	0		
										3042-13	235	6,310,908.0	1,973,123.0	473.00	25.00	0.00	0	0		
										3042-14	236	6,310,919.0	1,973,092.0	473.00	25.00	0.00	0	0		
										3042-15	237	6,310,883.0	1,973,078.0	473.00	25.00	0.00	0	0		
										3042-16	238	6,310,867.0	1,973,122.0	473.00	25.00	0.00	0	0		
										3042-17	239	6,310,846.0	1,973,113.0	473.00	25.00	0.00	0	0		
										3042-18	240	6,310,849.0	1,973,105.0	473.00	25.00	0.00	0	0		
										3042-19	241	6,310,829.0	1,973,098.0	473.00	25.00	0.00	0	0		
										3042-20	242	6,310,817.0	1,973,130.0	473.00	25.00					
3046 EL KU	W	0.00	99.99	0.00				0.00		3046-1	243	6,311,009.0	1,973,263.0	440.00	35.00	0.00	0	0		
										3046-2	244	6,311,047.0	1,973,271.0	440.00	35.00	0.00	0	0		
										3046-3	245	6,311,048.0	1,973,267.0	440.00	35.00	0.00	0	0		
										3046-4	246	6,311,059.0	1,973,269.0	440.00	35.00	0.00	0	0		
										3046-5	247	6,311,070.0	1,973,200.0	440.00	35.00	0.00	0	0		
										3046-6	248	6,311,056.0	1,973,198.0	440.00	35.00	0.00	0	0		
										3046-7	249	6,311,058.0	1,973,189.0	440.00	35.00	0.00	0	0		
										3046-8	250	6,311,032.0	1,973,184.0	440.00	35.00	0.00	0	0		
										3046-9	251	6,311,029.0	1,973,192.0	440.00	35.00	0.00	0	0		
										3046-10	252	6,311,021.0	1,973,191.0	440.00	35.00	0.00	0	0		
										3046-11	253	6,311,009.0	1,973,263.0	440.00	35.00					
140 SIERRA	W	0.00	99.99	0.00				0.00		140-1	254	6,311,113.0	1,973,166.0	434.00	25.00	0.00	0	0		
										140-2	255	6,311,128.0	1,973,159.0	434.00	25.00	0.00	0	0		
										140-3	256	6,311,124.0	1,973,149.0	434.00	25.00	0.00	0	0		
										140-4	257	6,311,145.0	1,973,140.0	434.00	25.00	0.00	0	0		
										140-5	258	6,311,131.0	1,973,106.0	434.00	25.00	0.00	0	0		
										140-6	259	6,311,123.0	1,973,110.0	434.00	25.00	0.00	0	0		
										140-7	260	6,311,105.0	1,973,068.0	434.00	25.00	0.00	0	0		
										140-8	261	6,311,101.0	1,973,070.0	434.00	25.00	0.00	0	0		
										140-9	262	6,311,098.0	1,973,063.0	434.00	25.00	0.00	0	0		
										140-10	263	6,311,068.0	1,973,078.0	434.00	25.00	0.00	0	0		
										140-11	264	6,311,104.0	1,973,157.0	434.00	25.00	0.00	0	0		
										140-12	265	6,311,109.0	1,973,156.0	434.00	25.00	0.00	0	0		
										140-13	266	6,311,113.0	1,973,166.0	434.00	25.00					
150 SIERRA	W	25.00	99.99	0.00				0.00		150-1	267	6,311,381.0	1,973,107.0	410.00	25.00	0.00	0	0		
										150-2	268	6,311,409.0	1,973,097.0	410.00	25.00	0.00	0	0		

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										150-3	269	6,311,406.0	1,973,086.0	410.00	25.00	0.00	0	0		
										150-4	270	6,311,448.0	1,973,070.0	410.00	25.00	0.00	0	0		
										150-5	271	6,311,439.0	1,973,048.0	410.00	25.00	0.00	0	0		
										150-6	272	6,311,418.0	1,973,055.0	410.00	25.00	0.00	0	0		
										150-7	273	6,311,409.0	1,973,031.0	410.00	25.00	0.00	0	0		
										150-8	274	6,311,411.0	1,973,016.0	410.00	25.00	0.00	0	0		
										150-9	275	6,311,376.0	1,973,009.0	410.00	25.00	0.00	0	0		
										150-10	276	6,311,372.0	1,973,036.0	410.00	25.00	0.00	0	0		
										150-11	277	6,311,380.0	1,973,062.0	410.00	25.00	0.00	0	0		
										150-12	278	6,311,366.0	1,973,068.0	410.00	25.00	0.00	0	0		
										150-13	279	6,311,381.0	1,973,107.0	410.00	25.00					
154 SIERRA		W	0.00	99.99	0.00				0.00	154-1	280	6,311,200.0	1,973,028.0	425.00	25.00	0.00	0	0		
										154-2	281	6,311,239.0	1,973,018.0	425.00	25.00	0.00	0	0		
										154-3	282	6,311,231.0	1,972,983.0	425.00	25.00	0.00	0	0		
										154-4	283	6,311,222.0	1,972,985.0	425.00	25.00	0.00	0	0		
										154-5	284	6,311,208.0	1,972,928.0	425.00	25.00	0.00	0	0		
										154-6	285	6,311,177.0	1,972,937.0	425.00	25.00	0.00	0	0		
										154-7	286	6,311,200.0	1,973,028.0	425.00	25.00					
133 SIERRA		W	0.00	99.99	0.00				0.00	133-1	287	6,311,344.0	1,972,924.0	415.00	25.00	0.00	0	0		
										133-2	288	6,311,355.0	1,972,912.0	415.00	25.00	0.00	0	0		
										133-3	289	6,311,362.0	1,972,915.0	415.00	25.00	0.00	0	0		
										133-4	290	6,311,382.0	1,972,889.0	415.00	25.00	0.00	0	0		
										133-5	291	6,311,375.0	1,972,883.0	415.00	25.00	0.00	0	0		
										133-6	292	6,311,380.0	1,972,875.0	415.00	25.00	0.00	0	0		
										133-7	293	6,311,364.0	1,972,862.0	415.00	25.00	0.00	0	0		
										133-8	294	6,311,352.0	1,972,828.0	415.00	25.00	0.00	0	0		
										133-9	295	6,311,330.0	1,972,835.0	415.00	25.00	0.00	0	0		
										133-10	296	6,311,316.0	1,972,797.0	415.00	25.00	0.00	0	0		
										133-11	297	6,311,306.0	1,972,801.0	415.00	25.00	0.00	0	0		
										133-12	298	6,311,305.0	1,972,796.0	415.00	25.00	0.00	0	0		
										133-13	299	6,311,297.0	1,972,800.0	415.00	25.00	0.00	0	0		
										133-14	300	6,311,298.0	1,972,806.0	415.00	25.00	0.00	0	0		
										133-15	301	6,311,290.0	1,972,809.0	415.00	25.00	0.00	0	0		
										133-16	302	6,311,297.0	1,972,829.0	415.00	25.00	0.00	0	0		
										133-17	303	6,311,287.0	1,972,833.0	415.00	25.00	0.00	0	0		
										133-18	304	6,311,313.0	1,972,903.0	415.00	25.00	0.00	0	0		
										133-19	305	6,311,344.0	1,972,924.0	415.00	25.00					
129 SIERRA		W	0.00	99.99	0.00				0.00	129-1	306	6,311,280.0	1,972,783.0	416.00	25.00	0.00	0	0		
										129-2	307	6,311,309.0	1,972,759.0	416.00	25.00	0.00	0	0		
										129-3	308	6,311,259.0	1,972,701.0	416.00	25.00	0.00	0	0		
										129-4	309	6,311,247.0	1,972,710.0	416.00	25.00	0.00	0	0		
										129-5	310	6,311,234.0	1,972,695.0	416.00	25.00	0.00	0	0		
										129-6	311	6,311,208.0	1,972,718.0	416.00	25.00	0.00	0	0		
										129-7	312	6,311,220.0	1,972,730.0	416.00	25.00	0.00	0	0		
										129-8	313	6,311,214.0	1,972,735.0	416.00	25.00	0.00	0	0		
										129-9	314	6,311,232.0	1,972,756.0	416.00	25.00	0.00	0	0		
										129-10	315	6,311,237.0	1,972,752.0	416.00	25.00	0.00	0	0		
										129-11	316	6,311,257.0	1,972,774.0	416.00	25.00	0.00	0	0		

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										129-12	317	6,311,266.0	1,972,768.0	416.00	25.00	0.00	0	0		
										129-13	318	6,311,280.0	1,972,783.0	416.00	25.00					
125 SIERRA	W	0.00	99.99	0.00					0.00	125-1	319	6,311,156.0	1,972,701.0	422.00	25.00	0.00	0	0		
										125-2	320	6,311,186.0	1,972,672.0	422.00	25.00	0.00	0	0		
										125-3	321	6,311,169.0	1,972,657.0	422.00	25.00	0.00	0	0		
										125-4	322	6,311,162.0	1,972,643.0	422.00	25.00	0.00	0	0		
										125-5	323	6,311,151.0	1,972,642.0	422.00	25.00	0.00	0	0		
										125-6	324	6,311,131.0	1,972,628.0	422.00	25.00	0.00	0	0		
										125-7	325	6,311,105.0	1,972,621.0	422.00	25.00	0.00	0	0		
										125-8	326	6,311,102.0	1,972,626.0	422.00	25.00	0.00	0	0		
										125-9	327	6,311,094.0	1,972,624.0	422.00	25.00	0.00	0	0		
										125-10	328	6,311,087.0	1,972,645.0	422.00	25.00	0.00	0	0		
										125-11	329	6,311,096.0	1,972,648.0	422.00	25.00	0.00	0	0		
										125-12	330	6,311,096.0	1,972,662.0	422.00	25.00	0.00	0	0		
										125-13	331	6,311,119.0	1,972,668.0	422.00	25.00	0.00	0	0		
										125-14	332	6,311,156.0	1,972,701.0	422.00	25.00					
121 SIERRA	W	0.00	99.99	0.00					0.00	121-1	333	6,311,004.0	1,972,653.0	431.00	25.00	0.00	0	0		
										121-2	334	6,311,044.0	1,972,605.0	431.00	25.00	0.00	0	0		
										121-3	335	6,310,992.0	1,972,559.0	431.00	25.00	0.00	0	0		
										121-4	336	6,310,971.0	1,972,585.0	431.00	25.00	0.00	0	0		
										121-5	337	6,310,999.0	1,972,610.0	431.00	25.00	0.00	0	0		
										121-6	338	6,310,981.0	1,972,633.0	431.00	25.00	0.00	0	0		
										121-7	339	6,311,004.0	1,972,653.0	431.00	25.00					
3112 EL KU	W	0.00	99.99	0.00					0.00	3112-1	340	6,310,833.0	1,972,633.0	441.00	25.00	0.00	0	0		
										3112-2	341	6,310,870.0	1,972,639.0	441.00	25.00	0.00	0	0		
										3112-3	342	6,310,878.0	1,972,599.0	441.00	25.00	0.00	0	0		
										3112-4	343	6,310,874.0	1,972,598.0	441.00	25.00	0.00	0	0		
										3112-5	344	6,310,881.0	1,972,565.0	441.00	25.00	0.00	0	0		
										3112-6	345	6,310,879.0	1,972,561.0	441.00	25.00	0.00	0	0		
										3112-7	346	6,310,906.0	1,972,543.0	441.00	25.00	0.00	0	0		
										3112-8	347	6,310,894.0	1,972,524.0	441.00	25.00	0.00	0	0		
										3112-9	348	6,310,872.0	1,972,538.0	441.00	25.00	0.00	0	0		
										3112-10	349	6,310,874.0	1,972,543.0	441.00	25.00	0.00	0	0		
										3112-11	350	6,310,861.0	1,972,552.0	441.00	25.00	0.00	0	0		
										3112-12	351	6,310,846.0	1,972,551.0	441.00	25.00	0.00	0	0		
										3112-13	352	6,310,833.0	1,972,633.0	441.00	25.00					
3115 EL KU	W	0.00	99.99	0.00					0.00	3115-1	353	6,310,712.0	1,972,576.0	428.00	25.00	0.00	0	0		
										3115-2	354	6,310,719.0	1,972,552.0	428.00	25.00	0.00	0	0		
										3115-3	355	6,310,714.0	1,972,551.0	428.00	25.00	0.00	0	0		
										3115-4	356	6,310,720.0	1,972,529.0	428.00	25.00	0.00	0	0		
										3115-5	357	6,310,727.0	1,972,530.0	428.00	25.00	0.00	0	0		
										3115-6	358	6,310,733.0	1,972,608.0	428.00	25.00	0.00	0	0		
										3115-7	361	6,310,694.0	1,972,496.0	428.00	25.00	0.00	0	0		
										3115-8	360	6,310,675.0	1,972,567.0	428.00	25.00	0.00	0	0		
										3115-9	359	6,310,712.0	1,972,576.0	428.00	25.00					
3136 EL KU	W	0.00	99.99	0.00					0.00	3136-1	362	6,310,945.0	1,972,471.0	437.00	25.00	0.00	0	0		
										3136-2	363	6,310,992.0	1,972,422.0	437.00	25.00	0.00	0	0		
										3136-3	364	6,310,966.0	1,972,398.0	437.00	25.00	0.00	0	0		

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										3136-4	365	6,310,919.0	1,972,447.0	437.00	25.00	0.00	0	0	
										3136-5	366	6,310,945.0	1,972,471.0	437.00	25.00				
123 SIERRA	W	0.00	99.99	0.00					0.00	123-1	367	6,311,172.0	1,972,534.0	410.00	25.00	0.00	0	0	
										123-2	368	6,311,183.0	1,972,537.0	410.00	25.00	0.00	0	0	
										123-3	369	6,311,183.0	1,972,541.0	410.00	25.00	0.00	0	0	
										123-4	370	6,311,206.0	1,972,544.0	410.00	25.00	0.00	0	0	
										123-5	371	6,311,207.0	1,972,540.0	410.00	25.00	0.00	0	0	
										123-6	372	6,311,215.0	1,972,540.0	410.00	25.00	0.00	0	0	
										123-7	373	6,311,224.0	1,972,495.0	410.00	25.00	0.00	0	0	
										123-8	374	6,311,229.0	1,972,495.0	410.00	25.00	0.00	0	0	
										123-9	375	6,311,231.0	1,972,485.0	410.00	25.00	0.00	0	0	
										123-10	376	6,311,228.0	1,972,476.0	410.00	25.00	0.00	0	0	
										123-11	377	6,311,224.0	1,972,475.0	410.00	25.00	0.00	0	0	
										123-12	378	6,311,227.0	1,972,461.0	410.00	25.00	0.00	0	0	
										123-13	379	6,311,208.0	1,972,458.0	410.00	25.00	0.00	0	0	
										123-14	380	6,311,204.0	1,972,475.0	410.00	25.00	0.00	0	0	
										123-15	381	6,311,185.0	1,972,472.0	410.00	25.00	0.00	0	0	
										123-16	382	6,311,172.0	1,972,534.0	410.00	25.00				
3154 EL KU	W	0.00	99.99	0.00					0.00	3154-1	383	6,311,167.0	1,972,342.0	414.00	25.00	0.00	0	0	
										3154-2	384	6,311,176.0	1,972,337.0	414.00	25.00	0.00	0	0	
										3154-3	385	6,311,172.0	1,972,332.0	414.00	25.00	0.00	0	0	
										3154-4	386	6,311,207.0	1,972,309.0	414.00	25.00	0.00	0	0	
										3154-5	387	6,311,191.0	1,972,282.0	414.00	25.00	0.00	0	0	
										3154-6	388	6,311,180.0	1,972,287.0	414.00	25.00	0.00	0	0	
										3154-7	389	6,311,176.0	1,972,281.0	414.00	25.00	0.00	0	0	
										3154-8	390	6,311,170.0	1,972,284.0	414.00	25.00	0.00	0	0	
										3154-9	391	6,311,151.0	1,972,254.0	414.00	25.00	0.00	0	0	
										3154-10	392	6,311,122.0	1,972,273.0	414.00	25.00	0.00	0	0	
										3154-11	393	6,311,167.0	1,972,342.0	414.00	25.00				
3148 EL KU	W	0.00	99.99	0.00					0.00	3148-1	395	6,310,985.0	1,972,300.0	425.00	25.00	0.00	0	0	
										3148-2	396	6,311,050.0	1,972,292.0	425.00	25.00	0.00	0	0	
										3148-3	397	6,311,049.0	1,972,283.0	425.00	25.00	0.00	0	0	
										3148-4	398	6,311,052.0	1,972,281.0	425.00	25.00	0.00	0	0	
										3148-5	399	6,311,051.0	1,972,269.0	425.00	25.00	0.00	0	0	
										3148-6	400	6,311,044.0	1,972,269.0	425.00	25.00	0.00	0	0	
										3148-7	401	6,311,042.0	1,972,263.0	425.00	25.00	0.00	0	0	
										3148-8	402	6,311,029.0	1,972,265.0	425.00	25.00	0.00	0	0	
										3148-9	403	6,311,028.0	1,972,261.0	425.00	25.00	0.00	0	0	
										3148-10	404	6,310,998.0	1,972,265.0	425.00	25.00	0.00	0	0	
										3148-11	405	6,310,996.0	1,972,258.0	425.00	25.00	0.00	0	0	
										3148-12	406	6,310,979.0	1,972,261.0	425.00	25.00	0.00	0	0	
										3148-13	407	6,310,985.0	1,972,300.0	425.00	25.00				
3164 EL KU	W	0.00	99.99	0.00					0.00	3164-1	408	6,311,064.0	1,972,201.0	412.00	25.00	0.00	0	0	
										3164-2	409	6,311,090.0	1,972,157.0	412.00	25.00	0.00	0	0	
										3164-3	410	6,311,054.0	1,972,136.0	412.00	25.00	0.00	0	0	
										3164-4	411	6,311,049.0	1,972,145.0	412.00	25.00	0.00	0	0	
										3164-5	412	6,311,043.0	1,972,142.0	412.00	25.00	0.00	0	0	
										3164-6	413	6,311,038.0	1,972,150.0	412.00	25.00	0.00	0	0	

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										3164-7	414	6,311,007.0	1,972,133.0	412.00	25.00	0.00	0	0		
										3164-8	415	6,310,990.0	1,972,161.0	412.00	25.00	0.00	0	0		
										3164-9	416	6,311,064.0	1,972,201.0	412.00	25.00					
3155 EL KU	W	0.00	99.99	0.00					0.00	3155-1	417	6,310,838.0	1,972,120.0	402.00	25.00	0.00	0	0		
										3155-2	418	6,310,841.0	1,972,099.0	402.00	25.00	0.00	0	0		
										3155-3	419	6,310,871.0	1,972,103.0	402.00	25.00	0.00	0	0		
										3155-4	420	6,310,876.0	1,972,061.0	402.00	25.00	0.00	0	0		
										3155-5	421	6,310,829.0	1,972,054.0	402.00	25.00	0.00	0	0		
										3155-6	422	6,310,823.0	1,972,091.0	402.00	25.00	0.00	0	0		
										3155-7	423	6,310,811.0	1,972,090.0	402.00	25.00	0.00	0	0		
										3155-8	424	6,310,806.0	1,972,115.0	402.00	25.00	0.00	0	0		
										3155-9	425	6,310,838.0	1,972,120.0	402.00	25.00					
3145 EL KU	W	0.00	99.99	0.00					0.00	3145-1	426	6,310,707.0	1,972,123.0	406.00	25.00	0.00	0	0		
										3145-2	427	6,310,723.0	1,972,092.0	406.00	25.00	0.00	0	0		
										3145-3	428	6,310,712.0	1,972,086.0	406.00	25.00	0.00	0	0		
										3145-4	429	6,310,716.0	1,972,078.0	406.00	25.00	0.00	0	0		
										3145-5	430	6,310,710.0	1,972,075.0	406.00	25.00	0.00	0	0		
										3145-6	431	6,310,717.0	1,972,062.0	406.00	25.00	0.00	0	0		
										3145-7	432	6,310,683.0	1,972,045.0	406.00	25.00	0.00	0	0		
										3145-8	433	6,310,659.0	1,972,088.0	406.00	25.00	0.00	0	0		
										3145-9	434	6,310,693.0	1,972,105.0	406.00	25.00	0.00	0	0		
										3145-10	435	6,310,689.0	1,972,113.0	406.00	25.00	0.00	0	0		
										3145-11	436	6,310,707.0	1,972,123.0	406.00	25.00					
3137 EL KU	W	0.00	99.99	0.00					0.00	3137-1	437	6,310,669.0	1,972,247.0	415.00	25.00	0.00	0	0		
										3137-2	438	6,310,707.0	1,972,230.0	415.00	25.00	0.00	0	0		
										3137-3	439	6,310,696.0	1,972,205.0	415.00	25.00	0.00	0	0		
										3137-4	440	6,310,706.0	1,972,199.0	415.00	25.00	0.00	0	0		
										3137-5	441	6,310,710.0	1,972,206.0	415.00	25.00	0.00	0	0		
										3137-6	442	6,310,717.0	1,972,202.0	415.00	25.00	0.00	0	0		
										3137-7	443	6,310,700.0	1,972,165.0	415.00	25.00	0.00	0	0		
										3137-8	444	6,310,679.0	1,972,176.0	415.00	25.00	0.00	0	0		
										3137-9	445	6,310,683.0	1,972,184.0	415.00	25.00	0.00	0	0		
										3137-10	446	6,310,647.0	1,972,200.0	415.00	25.00	0.00	0	0		
										3137-11	447	6,310,669.0	1,972,247.0	415.00	25.00					
3141 EL KU	W	0.00	99.99	0.00					0.00	3141-1	448	6,310,822.0	1,972,263.0	418.00	25.00	0.00	0	0		
										3141-2	449	6,310,841.0	1,972,230.0	418.00	25.00	0.00	0	0		
										3141-3	450	6,310,828.0	1,972,223.0	418.00	25.00	0.00	0	0		
										3141-4	451	6,310,831.0	1,972,216.0	418.00	25.00	0.00	0	0		
										3141-5	452	6,310,823.0	1,972,212.0	418.00	25.00	0.00	0	0		
										3141-6	453	6,310,830.0	1,972,199.0	418.00	25.00	0.00	0	0		
										3141-7	454	6,310,800.0	1,972,183.0	418.00	25.00	0.00	0	0		
										3141-8	455	6,310,790.0	1,972,201.0	418.00	25.00	0.00	0	0		
										3141-9	456	6,310,797.0	1,972,206.0	418.00	25.00	0.00	0	0		
										3141-10	457	6,310,779.0	1,972,238.0	418.00	25.00	0.00	0	0		
										3141-11	458	6,310,822.0	1,972,263.0	418.00	25.00					
3127 EL KU	W	0.00	99.99	0.00					0.00	3127-1	459	6,310,619.0	1,972,403.0	425.00	25.00	0.00	0	0		
										3127-2	460	6,310,645.0	1,972,385.0	425.00	25.00	0.00	0	0		
										3127-3	461	6,310,638.0	1,972,372.0	425.00	25.00	0.00	0	0		

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										3127-4	462	6,310,657.0	1,972,357.0	425.00	25.00	0.00	0	0
										3127-5	463	6,310,634.0	1,972,322.0	425.00	25.00	0.00	0	0
										3127-6	464	6,310,594.0	1,972,350.0	425.00	25.00	0.00	0	0
										3127-7	465	6,310,613.0	1,972,380.0	425.00	25.00	0.00	0	0
										3127-8	466	6,310,608.0	1,972,385.0	425.00	25.00	0.00	0	0
										3127-9	467	6,310,619.0	1,972,403.0	425.00	25.00	0.00	0	0
3133 EL KU	W	0.00	99.99	0.00				0.00		3133-1	468	6,310,750.0	1,972,394.0	425.00	25.00	0.00	0	0
										3133-2	469	6,310,756.0	1,972,385.0	425.00	25.00	0.00	0	0
										3133-3	470	6,310,749.0	1,972,381.0	425.00	25.00	0.00	0	0
										3133-4	471	6,310,752.0	1,972,373.0	425.00	25.00	0.00	0	0
										3133-5	472	6,310,777.0	1,972,385.0	425.00	25.00	0.00	0	0
										3133-6	473	6,310,798.0	1,972,351.0	425.00	25.00	0.00	0	0
										3133-7	474	6,310,746.0	1,972,323.0	425.00	25.00	0.00	0	0
										3133-8	475	6,310,718.0	1,972,376.0	425.00	25.00	0.00	0	0
										3133-9	476	6,310,750.0	1,972,394.0	425.00	25.00	0.00	0	0
3105 EL KU	W	0.00	99.99	0.00				0.00		3105-1	482	6,310,680.0	1,972,702.0	435.00	25.00	0.00	0	0
										3105-2	483	6,310,682.0	1,972,682.0	435.00	25.00	0.00	0	0
										3105-3	484	6,310,701.0	1,972,684.0	435.00	25.00	0.00	0	0
										3105-4	485	6,310,707.0	1,972,648.0	435.00	25.00	0.00	0	0
										3105-5	486	6,310,678.0	1,972,643.0	435.00	25.00	0.00	0	0
										3105-6	487	6,310,680.0	1,972,637.0	435.00	25.00	0.00	0	0
										3105-7	488	6,310,654.0	1,972,633.0	435.00	25.00	0.00	0	0
										3105-8	489	6,310,652.0	1,972,645.0	435.00	25.00	0.00	0	0
										3105-9	490	6,310,623.0	1,972,641.0	435.00	25.00	0.00	0	0
										3105-10	491	6,310,620.0	1,972,668.0	435.00	25.00	0.00	0	0
										3105-11	492	6,310,649.0	1,972,672.0	435.00	25.00	0.00	0	0
										3105-12	493	6,310,648.0	1,972,679.0	435.00	25.00	0.00	0	0
										3105-13	494	6,310,664.0	1,972,682.0	435.00	25.00	0.00	0	0
										3105-14	495	6,310,661.0	1,972,699.0	435.00	25.00	0.00	0	0
										3105-15	496	6,310,680.0	1,972,702.0	435.00	25.00	0.00	0	0
3045 EL KU	W	0.00	99.99	0.00				0.00		3045-1	497	6,310,689.0	1,972,864.0	444.00	25.00	0.00	0	0
										3045-2	498	6,310,694.0	1,972,826.0	444.00	25.00	0.00	0	0
										3045-3	499	6,310,674.0	1,972,823.0	444.00	25.00	0.00	0	0
										3045-4	500	6,310,678.0	1,972,796.0	444.00	25.00	0.00	0	0
										3045-5	501	6,310,683.0	1,972,796.0	444.00	25.00	0.00	0	0
										3045-6	502	6,310,684.0	1,972,783.0	444.00	25.00	0.00	0	0
										3045-7	503	6,310,682.0	1,972,781.0	444.00	25.00	0.00	0	0
										3045-8	504	6,310,684.0	1,972,769.0	444.00	25.00	0.00	0	0
										3045-9	505	6,310,631.0	1,972,762.0	444.00	25.00	0.00	0	0
										3045-10	506	6,310,626.0	1,972,798.0	444.00	25.00	0.00	0	0
										3045-11	507	6,310,604.0	1,972,797.0	444.00	25.00	0.00	0	0
										3045-12	508	6,310,601.0	1,972,826.0	444.00	25.00	0.00	0	0
										3045-13	509	6,310,628.0	1,972,829.0	444.00	25.00	0.00	0	0
										3045-14	510	6,310,627.0	1,972,853.0	444.00	25.00	0.00	0	0
										3045-15	511	6,310,652.0	1,972,855.0	444.00	25.00	0.00	0	0
										3045-16	512	6,310,652.0	1,972,861.0	444.00	25.00	0.00	0	0
										3045-17	513	6,310,689.0	1,972,864.0	444.00	25.00	0.00	0	0
3064 EL KU	W	0.00	99.99	0.00				0.00		3064-1	514	6,310,861.0	1,972,938.0	465.00	25.00	0.00	0	0

C:\TNM25\EL KU

ATTACHMENT 2

Item 8.

INPUT: BARRIERS

21-002

												3064-2	515	6,310,872.0	1,972,929.0	465.00	25.00	0.00	0	0		
												3064-3	516	6,310,868.0	1,972,922.0	465.00	25.00	0.00	0	0		
												3064-4	517	6,310,882.0	1,972,911.0	465.00	25.00	0.00	0	0		
												3064-5	518	6,310,885.0	1,972,915.0	465.00	25.00	0.00	0	0		
												3064-6	519	6,310,894.0	1,972,906.0	465.00	25.00	0.00	0	0		
												3064-7	520	6,310,898.0	1,972,912.0	465.00	25.00	0.00	0	0		
												3064-8	521	6,310,910.0	1,972,903.0	465.00	25.00	0.00	0	0		
												3064-9	522	6,310,891.0	1,972,880.0	465.00	25.00	0.00	0	0		
												3064-10	523	6,310,844.0	1,972,917.0	465.00	25.00	0.00	0	0		
												3064-11	524	6,310,861.0	1,972,938.0	465.00	25.00	0.00	0	0		
130 SIERRA		W	0.00	99.99	0.00					0.00		130-1	525	6,310,996.0	1,972,934.0	454.00	25.00	0.00	0	0		
												130-2	526	6,310,997.0	1,972,876.0	454.00	25.00	0.00	0	0		
												130-3	527	6,310,973.0	1,972,851.0	454.00	25.00	0.00	0	0		
												130-4	528	6,310,961.0	1,972,863.0	454.00	25.00	0.00	0	0		
												130-5	529	6,310,974.0	1,972,879.0	454.00	25.00	0.00	0	0		
												130-6	530	6,310,972.0	1,972,913.0	454.00	25.00	0.00	0	0		
												130-7	531	6,310,967.0	1,972,914.0	454.00	25.00	0.00	0	0		
												130-8	532	6,310,966.0	1,972,932.0	454.00	25.00	0.00	0	0		
												130-9	533	6,310,996.0	1,972,934.0	454.00	25.00	0.00	0	0		
136 SIERRA		W	0.00	99.99	0.00					0.00		136-1	534	6,311,101.0	1,972,920.0	438.00	25.00	0.00	0	0		
												136-2	535	6,311,104.0	1,972,900.0	438.00	25.00	0.00	0	0		
												136-3	536	6,311,091.0	1,972,898.0	438.00	25.00	0.00	0	0		
												136-4	537	6,311,094.0	1,972,871.0	438.00	25.00	0.00	0	0		
												136-5	538	6,311,102.0	1,972,871.0	438.00	25.00	0.00	0	0		
												136-6	539	6,311,104.0	1,972,850.0	438.00	25.00	0.00	0	0		
												136-7	540	6,311,099.0	1,972,845.0	438.00	25.00	0.00	0	0		
												136-8	541	6,311,105.0	1,972,839.0	438.00	25.00	0.00	0	0		
												136-9	542	6,311,101.0	1,972,827.0	438.00	25.00	0.00	0	0		
												136-10	543	6,311,096.0	1,972,829.0	438.00	25.00	0.00	0	0		
												136-11	544	6,311,083.0	1,972,798.0	438.00	25.00	0.00	0	0		
												136-12	545	6,311,054.0	1,972,813.0	438.00	25.00	0.00	0	0		
												136-13	546	6,311,068.0	1,972,845.0	438.00	25.00	0.00	0	0		
												136-14	547	6,311,058.0	1,972,847.0	438.00	25.00	0.00	0	0		
												136-15	548	6,311,050.0	1,972,856.0	438.00	25.00	0.00	0	0		
												136-16	549	6,311,052.0	1,972,868.0	438.00	25.00	0.00	0	0		
												136-17	550	6,311,065.0	1,972,873.0	438.00	25.00	0.00	0	0		
												136-18	551	6,311,063.0	1,972,901.0	438.00	25.00	0.00	0	0		
												136-19	552	6,311,060.0	1,972,901.0	438.00	25.00	0.00	0	0		
												136-20	553	6,311,058.0	1,972,916.0	438.00	25.00	0.00	0	0		
												136-21	554	6,311,101.0	1,972,920.0	438.00	25.00	0.00	0	0		
3039A EL KU		W	0.00	99.99	0.00					0.00		3039A-1	555	6,310,648.0	1,973,006.0	455.00	25.00	0.00	0	0		
												3039A-2	556	6,310,675.0	1,973,014.0	455.00	25.00	0.00	0	0		
												3039A-3	557	6,310,692.0	1,972,954.0	455.00	25.00	0.00	0	0		
												3039A-4	558	6,310,666.0	1,972,946.0	455.00	25.00	0.00	0	0		
												3039A-5	559	6,310,648.0	1,973,006.0	455.00	25.00	0.00	0	0		
3039B EL KU		W	0.00	99.99	0.00					0.00		3039B-1	560	6,310,658.0	1,973,042.0	455.00	25.00	0.00	0	0		
												3039B-2	561	6,310,663.0	1,973,021.0	455.00	25.00	0.00	0	0		
												3039B-3	562	6,310,580.0	1,973,004.0	455.00	25.00	0.00	0	0		

C:\TNM25\EL KU

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19 October 2021

ATTACHMENT 2

Mr. Douglas Shultz
 Acoustical Impact Assessment
 El Ku Avenue Residential Community – Escondido, CA
 ISE Project #21-002
 20 October 2021
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Item 8.

INPUT: BARRIERS

21-002

										3039B-4	563	6,310,575.0	1,973,028.0	455.00	25.00	0.00	0	0		
										3039B-5	564	6,310,658.0	1,973,042.0	455.00	25.00					
3019 EL KU	W	0.00	99.99	0.00				0.00		3019-1	565	6,310,539.0	1,973,145.0	446.00	25.00	0.00	0	0		
										3019-2	566	6,310,557.0	1,973,132.0	446.00	25.00	0.00	0	0		
										3019-3	567	6,310,532.0	1,973,100.0	446.00	25.00	0.00	0	0		
										3019-4	568	6,310,443.0	1,973,100.0	446.00	25.00	0.00	0	0		
										3019-5	569	6,310,443.0	1,973,126.0	446.00	25.00	0.00	0	0		
										3019-6	570	6,310,462.0	1,973,128.0	446.00	25.00	0.00	0	0		
										3019-7	571	6,310,465.0	1,973,137.0	446.00	25.00	0.00	0	0		
										3019-8	572	6,310,485.0	1,973,137.0	446.00	25.00	0.00	0	0		
										3019-9	573	6,310,485.0	1,973,129.0	446.00	25.00	0.00	0	0		
										3019-10	574	6,310,525.0	1,973,130.0	446.00	25.00	0.00	0	0		
										3019-11	575	6,310,539.0	1,973,145.0	446.00	25.00					
CCP-EXIT	B	0.00	99.99	0.00	0.0	2.0:1.0	0.00			CCPEX-1	576	6,310,183.0	1,974,491.0	486.40	0.00	0.00	0	0		
										CCPEX-2	577	6,310,186.0	1,974,288.0	482.10	0.00	0.00	0	0		
										CCPEX-3	578	6,310,183.0	1,973,978.0	471.00	0.00	0.00	0	0		
										CCPEX-4	579	6,310,180.0	1,973,827.0	468.00	0.00	0.00	0	0		
										CCPEX-5	580	6,310,188.0	1,973,659.0	456.00	0.00	0.00	0	0		
										CCPEX-6	581	6,310,197.0	1,973,534.0	455.80	0.00	0.00	0	0		
										CCPEX-7	582	6,310,237.0	1,973,341.0	455.90	0.00	0.00	0	0		
										CCPEX-8	583	6,310,265.0	1,973,177.0	456.10	0.00	0.00	0	0		
										CCPEX-9	584	6,310,301.0	1,973,031.0	451.80	0.00	0.00	0	0		
										CCPEX-10	585	6,310,349.0	1,972,847.0	446.10	0.00	0.00	0	0		
										CCPEX-11	586	6,310,377.0	1,972,728.0	442.10	0.00	0.00	0	0		
										CCPEX-12	587	6,310,401.0	1,972,618.0	434.60	0.00	0.00	0	0		
										CCPEX-13	588	6,310,429.0	1,972,486.0	427.50	0.00	0.00	0	0		
										CCPEX-14	589	6,310,457.0	1,972,346.0	426.80	0.00	0.00	0	0		
										CCPEX-15	590	6,310,495.0	1,972,148.0	420.50	0.00	0.00	0	0		
										CCPEX-16	591	6,310,521.0	1,971,990.0	412.20	0.00	0.00	0	0		
										CCPEX-17	592	6,310,549.0	1,971,828.0	405.50	0.00	0.00	0	0		
										CCPEX-18	593	6,310,577.0	1,971,618.0	400.20	0.00	0.00	0	0		
										CCPEX-19	594	6,310,581.0	1,971,474.0	396.80	0.00	0.00	0	0		
										CCPEX-20	595	6,310,588.0	1,971,438.0	395.40	0.00	0.00	0	0		
										CCPEX-21	596	6,310,780.0	1,971,526.0	385.50	0.00	0.00	0	0		
										CCPEX-22	597	6,311,040.0	1,971,612.0	382.20	0.00	0.00	0	0		
										CCPEX-23	598	6,311,200.0	1,971,631.0	382.30	0.00	0.00	0	0		
										CCPEX-24	599	6,311,317.0	1,971,610.0	378.90	0.00	0.00	0	0		
										CCPEX-25	600	6,311,432.0	1,971,580.0	375.70	0.00	0.00	0	0		
										CCPEX-26	601	6,311,624.0	1,971,393.0	367.50	0.00					
I-15 EDGE ROW	B	0.00	99.99	0.00	0.0	2.0:1.0	0.00			H5ROW-1	602	6,310,252.0	1,973,167.9	459.30	0.00	0.00	0	0		
										H5ROW-2	603	6,310,174.5	1,973,377.9	467.40	0.00	0.00	0	0		
										H5ROW-3	604	6,310,078.5	1,973,623.9	465.40	0.00	0.00	0	0		
										H5ROW-4	605	6,309,942.0	1,973,973.0	506.20	0.00	0.00	0	0		
										H5ROW-5	606	6,309,842.5	1,974,207.5	547.40	0.00	0.00	0	0		
										H5ROW-6	607	6,309,701.0	1,974,544.0	578.30	0.00					

RESULTS: SOUND LEVELS

21-002

ISE													19 October 2021	
R. Tavares Ph.D.													TNM 2.5	
RESULTS: SOUND LEVELS													Calculated with TNM 2.5	
PROJECT/CONTRACT:			21-002											
RUN:			El Ku Traffic Noise Analysis											
BARRIER DESIGN:			INPUT HEIGHTS											
ATMOSPHERICS:			68 deg F, 50% RH											
Receiver													Average pavement type shall be used unless a State highway agency substantiates the use of a different type with approval of FHWA.	
Name	No.	#DUs	Existing	No Barrier	Increase over existing			Type	With Barrier	Noise Reduction		Calculated minus Goal		
			LAeq1h	LAeq1h	Calculated	Crit'n	Calculated	Crit'n	Impact	Calculated	Calculated		Goal	
			dBA	dBA	dBA	dB	dB		dBA	dB	dB	dB		
121 F	189	1	0.0	58.1	65	58.1	10	----	58.1	0.0	8	-8.0		
121 R	191	1	0.0	58.1	65	58.1	10	----	58.1	0.0	8	-8.0		
123 F	192	1	0.0	57.6	65	57.6	10	----	57.6	0.0	8	-8.0		
123 R	193	1	0.0	51.7	65	51.7	10	----	51.7	0.0	8	-8.0		
125 F	194	1	0.0	59.1	65	59.1	10	----	59.1	0.0	8	-8.0		
125 R	195	1	0.0	55.5	65	55.5	10	----	55.5	0.0	8	-8.0		
129 F	196	1	0.0	57.6	65	57.6	10	----	57.6	0.0	8	-8.0		
129 R	197	1	0.0	51.6	65	51.6	10	----	51.6	0.0	8	-8.0		
130 F	198	1	0.0	67.4	65	67.4	10	Snd Lvl	67.4	0.0	8	-8.0		
130 R	199	1	0.0	66.0	65	66.0	10	Snd Lvl	66.0	0.0	8	-8.0		
133 F	200	1	0.0	54.4	65	54.4	10	----	54.4	0.0	8	-8.0		
133 R	201	1	0.0	44.4	65	44.4	10	----	44.4	0.0	8	-8.0		
136 F	202	1	0.0	61.2	65	61.2	10	----	61.2	0.0	8	-8.0		
136 R	203	1	0.0	63.5	65	63.5	10	----	63.5	0.0	8	-8.0		
140 F	204	1	0.0	58.6	65	58.6	10	----	58.6	0.0	8	-8.0		
140 R	205	1	0.0	45.0	65	45.0	10	----	45.0	0.0	8	-8.0		
150 F	206	1	0.0	51.5	65	51.5	10	----	51.5	0.0	8	-8.0		
150 R	207	1	0.0	39.6	65	39.6	10	----	39.6	0.0	8	-8.0		
154 F	208	1	0.0	56.0	65	56.0	10	----	56.0	0.0	8	-8.0		
154 R	209	1	0.0	44.0	65	44.0	10	----	44.0	0.0	8	-8.0		
3014 F	210	1	0.0	71.9	65	71.9	10	Snd Lvl	71.9	0.0	8	-8.0		
3014 R	211	1	0.0	65.8	65	65.8	10	Snd Lvl	65.8	0.0	8	-8.0		
3018 F	212	1	0.0	66.8	65	66.8	10	Snd Lvl	66.8	0.0	8	-8.0		

C:\TNM25\EL KU

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19 October 2021

RESULTS: SOUND LEVELS

21-002

3018 R	213	1	0.0	49.6	65	49.6	10	----	49.6	0.0	8	-8.0
3019 F	214	1	0.0	74.6	65	74.6	10	Snd Lvl	74.6	0.0	8	-8.0
3019 R	215	1	0.0	71.2	65	71.2	10	Snd Lvl	71.2	0.0	8	-8.0
3022 F	216	1	0.0	74.5	65	74.5	10	Snd Lvl	74.5	0.0	8	-8.0
3022 R	217	1	0.0	50.0	65	50.0	10	----	50.0	0.0	8	-8.0
3026 F	218	1	0.0	74.6	65	74.6	10	Snd Lvl	74.6	0.0	8	-8.0
3026 R	219	1	0.0	60.8	65	60.8	10	----	60.8	0.0	8	-8.0
3030 F	220	1	0.0	67.6	65	67.6	10	Snd Lvl	67.6	0.0	8	-8.0
3030 R	221	1	0.0	48.5	65	48.5	10	----	48.5	0.0	8	-8.0
3032 F	222	1	0.0	74.7	65	74.7	10	Snd Lvl	74.7	0.0	8	-8.0
3032 R	223	1	0.0	47.0	65	47.0	10	----	47.0	0.0	8	-8.0
3034 F	224	1	0.0	66.9	65	66.9	10	Snd Lvl	66.9	0.0	8	-8.0
3034 R	225	1	0.0	46.1	65	46.1	10	----	46.1	0.0	8	-8.0
3039 F	226	1	0.0	75.7	65	75.7	10	Snd Lvl	75.7	0.0	8	-8.0
3039 R	227	1	0.0	74.4	65	74.4	10	Snd Lvl	74.4	0.0	8	-8.0
3042 F	228	1	0.0	71.0	65	71.0	10	Snd Lvl	71.0	0.0	8	-8.0
3042 R	229	1	0.0	46.8	65	46.8	10	----	46.8	0.0	8	-8.0
3045 F	230	1	0.0	75.8	65	75.8	10	Snd Lvl	75.8	0.0	8	-8.0
3045 R	231	1	0.0	76.0	65	76.0	10	Snd Lvl	76.0	0.0	8	-8.0
3046 F	232	1	0.0	51.1	65	51.1	10	----	51.1	0.0	8	-8.0
3046 R	233	1	0.0	41.8	65	41.8	10	----	41.8	0.0	8	-8.0
3064 F	234	1	0.0	71.0	65	71.0	10	Snd Lvl	71.0	0.0	8	-8.0
3064 R	235	1	0.0	64.6	65	64.6	10	----	64.6	0.0	8	-8.0
3105 F	236	1	0.0	76.2	65	76.2	10	Snd Lvl	76.2	0.0	8	-8.0
3105 R	237	1	0.0	76.8	65	76.8	10	Snd Lvl	76.8	0.0	8	-8.0
3112 F	238	1	0.0	69.4	65	69.4	10	Snd Lvl	69.4	0.0	8	-8.0
3112 R	239	1	0.0	51.6	65	51.6	10	----	51.6	0.0	8	-8.0
3115 F	240	1	0.0	74.7	65	74.7	10	Snd Lvl	74.7	0.0	8	-8.0
3115 R	241	1	0.0	76.2	65	76.2	10	Snd Lvl	76.2	0.0	8	-8.0
3127 F	242	1	0.0	77.8	65	77.8	10	Snd Lvl	77.8	0.0	8	-8.0
3127 R	243	1	0.0	78.7	65	78.7	10	Snd Lvl	78.7	0.0	8	-8.0
3133 F	244	1	0.0	72.9	65	72.9	10	Snd Lvl	72.9	0.0	8	-8.0
3133 R	245	1	0.0	69.1	65	69.1	10	Snd Lvl	69.1	0.0	8	-8.0
3136 F	246	1	0.0	68.6	65	68.6	10	Snd Lvl	68.6	0.0	8	-8.0
3136 R	247	1	0.0	65.3	65	65.3	10	Snd Lvl	65.3	0.0	8	-8.0
3137 F	248	1	0.0	75.2	65	75.2	10	Snd Lvl	75.2	0.0	8	-8.0
3137 R	249	1	0.0	75.5	65	75.5	10	Snd Lvl	75.5	0.0	8	-8.0
3141 F	250	1	0.0	69.0	65	69.0	10	Snd Lvl	69.0	0.0	8	-8.0
3141 R	251	1	0.0	67.2	65	67.2	10	Snd Lvl	67.2	0.0	8	-8.0
3145 F	252	1	0.0	73.9	65	73.9	10	Snd Lvl	73.9	0.0	8	-8.0

RESULTS: SOUND LEVELS

21-002

3145 R	253	1	0.0	74.3	65	74.3	10	Snd Lvl	74.3	0.0	8	-8.0
3148 F	254	1	0.0	67.4	65	67.4	10	Snd Lvl	67.4	0.0	8	-8.0
3148 R	255	1	0.0	63.2	65	63.2	10	----	63.2	0.0	8	-8.0
3154 F	256	1	0.0	60.8	65	60.8	10	----	60.8	0.0	8	-8.0
3154 R	257	1	0.0	54.2	65	54.2	10	----	54.2	0.0	8	-8.0
3155 F	258	1	0.0	68.7	65	68.7	10	Snd Lvl	68.7	0.0	8	-8.0
3155 R	259	1	0.0	69.8	65	69.8	10	Snd Lvl	69.8	0.0	8	-8.0
3164 F	260	1	0.0	65.0	65	65.0	10	Snd Lvl	65.0	0.0	8	-8.0
3164 R	261	1	0.0	53.5	65	53.5	10	----	53.5	0.0	8	-8.0
CUL-DE-SAC (TEST PT)	262	1	0.0	66.6	65	66.6	10	Snd Lvl	66.6	0.0	8	-8.0
Dwelling Units		# DUs	Noise Reduction									
			Min	Avg	Max							
			dB	dB	dB							
All Selected		73	0.0	0.0	0.0							
All Impacted		40	0.0	0.0	0.0							
All that meet NR Goal		0	0.0	0.0	0.0							



STAFF REPORT

January 12, 2022
File Number 0600-10, A3398

SUBJECT

TEMPORARY CONSTRUCTION PERMIT AND AGREEMENT FOR THE SAN PASQUAL UNDERGROUNDING PROJECT -

DEPARTMENT

Utilities Department, Construction and Engineering Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-17, authorizing the Mayor to execute a Temporary Construction Permit and Agreement with the San Pasqual Band of Mission Indians for the San Pasqual Undergrounding Project.

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

FISCAL ANALYSIS

There is no fee associated with the Temporary Construction Permit and Agreement for the San Pasqual Undergrounding Project ("Project"). Funds for the construction of the Project are available in the Water CIP No. 701701.

PREVIOUS ACTION

On June 3, 2009, the City Council adopted Resolution No. 2009-77, authorizing the Mayor and City Clerk to execute a consulting agreement with Black & Veatch Corporation in the amount of \$232,710.00, for engineering services to perform a study investigating the feasibility of undergrounding a portion of the Escondido Canal between Lake Henshaw and Lake Wohlford, within the San Pasqual Indian Reservation.

On November 2, 2016, the City Council adopted Resolution No. 2016-156, adopting the Environmental Assessment/Mitigated Negative Declaration for the San Pasqual Undergrounding Project (ENV 15-0016).

On June 13, 2018, the City Council adopted Resolution No. 2018-94, authorizing the Mayor and City Clerk to execute a consulting agreement with Michael Baker International, Inc., in the amount of \$1,563,297.50, for the design of the Project. On June 29, 2018, a First Amendment with Michael Baker International, Inc. was executed to add prevailing wage and Department of Industrial Relations language to the original consulting agreement. No cost was associated with the First Amendment.



CITY of ESCONDIDO

STAFF REPORT

On June 13, 2018, the City Council adopted Resolution No. 2018-95, authorizing the Mayor and City Clerk to execute a consulting agreement with Helix Environmental Planning, Inc., in the amount of \$100,000, for environmental consulting services.

On May 22, 2019, the City Council adopted Resolution No. 2019-79, authorizing a proposed Agreement among the City of Escondido, Vista Irrigation District, and the San Pasqual Band of Mission Indians for Conveyance of an Easement necessary for the Project.

On May 26, 2021, the City Council adopted Resolution No. 2021-71, authorizing the Deputy City Manager/Director of Utilities to submit an application to IBank requesting \$25 million in financing (the "Obligation") for the Project, declaring the City of Escondido's ("City's") intent to reimburse IBank, and approving certain related matters to the financing application.

On August 25, 2021, the City Council adopted Resolution No. 2021-120, authorizing Authorized Officers (as such term is defined in Section 3 of Resolution No. 2021-120) to execute, on behalf of the City, an Installment Sale Agreement (a type of Financing Agreement) with the California Infrastructure and Economic Development Bank ("IBank") for \$25 million in funding for the Project.

On October 13, 2021, the City Council: 1) adopted Resolution No. 2021-121, authorizing the Mayor to execute a Public Improvement Agreement, in the amount of \$31,712,890, with Sukut Construction, LLC, the lowest responsive and responsible bidder, for construction of the San Pasqual Undergrounding Project; 2) adopted Resolution No. 2021-122, authorizing the Mayor to execute a Second Amendment to the Consulting Agreement with Michael Baker International, Inc., in the amount of \$727,633, for engineering services during construction of the Project; 3) adopted Resolution No. 2021-123, authorizing the Mayor to execute a Consulting Agreement in the amount of \$2,165,993 with Arcadis U.S. Inc., for construction management services for the Project; 4) adopted Resolution No. 2021-162, authorizing the Mayor to execute a Mitigation and Monitoring Agreement with the San Pasqual Band of Mission Indians for Native American monitoring activities, and the protection of Native American cultural resources during the Project construction; and 5) approved a Budget Adjustment in the amount of \$28,000,000.

BACKGROUND

The Project will remove, relocate, and replace approximately 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation. One of the primary elements of the Project consists of the construction of a new desilting basin and associated access road on the San Pasqual Indian Reservation along the existing Escondido Canal alignment where the canal first enters the northern edge of the Reservation.



CITY *of* ESCONDIDO

STAFF REPORT

Due to steep elevations and rugged terrain of the area, retaining walls are required adjacent to the desilting basin and desilting basin access road, and a portion of the access road will be in a tunnel. During design it was determined that the most efficient and economical method to construct the access road tunnel was by open-cutting the ground, installing the tunnel structure, then backfilling over the tunnel structure. Excavations for the walls and tunnel may be up to 30 feet deep. In order to safely excavate to these depths, construction will temporarily encroach out of the existing easements onto the San Pasqual Indian Reservation. The San Pasqual Band agrees with this approach and requests the execution of the Temporary Construction Permit and Agreement for the Project. The Utilities Department recommends entering into a Temporary Construction Permit and Agreement with the San Pasqual Band of Mission Indians for the Project.

RESOLUTIONS

- a. Resolution No. 2022-17
- b. Resolution No. 2022-17 – Exhibit “A”: Temporary Construction Permit and Agreement for the San Pasqual Undergrounding Project

RESOLUTION NO. 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A TEMPORARY CONSTRUCTION PERMIT AND AGREEMENT FOR THE SAN PASQUAL UNDERGROUNDING PROJECT

WHEREAS, the City of Escondido (“City”) desires to construct the San Pasqual Undergrounding Project (“Project”); and

WHEREAS, the Project will remove, relocate, and replace approximately 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation and consists of three major components: constructing a new desilting basin and associated access road, replacing a portion of the existing canal with a box culvert, and placing new pipeline underground; and

WHEREAS, due to steep elevations and rugged terrain, excavation for the desilting basin and associated access road will temporarily extend outside of the existing easements onto the San Pasqual Indian Reservation during construction; and

WHEREAS, a Temporary Construction Permit and Agreement would allow the construction of the desilting basin and associated access road to temporarily extend outside of the existing easements onto the San Pasqual Indian Reservation; and

WHEREAS, City staff have completed negotiations with the San Pasqual Band of Mission Indians for said Temporary Construction Permit and Agreement and the Deputy City Manager / Director of Utilities recommends that the Temporary Construction Permit and Agreement (“Agreement”) be entered into; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to enter into said Agreement.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Deputy City Manager / Director of Utilities.
3. That the City Council approves Resolution No. 2022-17.
4. That the Mayor is authorized to execute, on behalf of the City, a Temporary Construction Permit and Agreement with The San Pasqual Band of Mission Indians in substantially the same format as Exhibit "A," which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.

TEMPORARY CONSTRUCTION PERMIT AND AGREEMENT

This Construction Permit and Agreement (“Permit”) is entered into as of ____, 2022 (“Effective Date”) by and between the San Pasqual Band of Mission Indians, a Federally-recognized Indian tribe (“Tribe”) and the City of Escondido, a California municipal corporation (“City”).

RECITALS:

- A. The San Pasqual Underground Project (“SPUP”) is a component pursuant to Section 6 of the Settlement Agreement between the United States and the La Jolla, Rincon, Pala, Pauma, and San Pasqual Bands of Mission Indians and the San Luis Rey Indian Water Authority and the City of Escondido and Vista Irrigation District dated December 8, 2014 (“Settlement Agreement”) and Article V.5.C of Exhibit A of the Settlement Agreement. The SPUP will remove, relocate, and replace with an underground pipeline most or all of that portion of the Escondido Canal and its appurtenant structures, facilities, and rights-of-way that currently occupy Tribal land and reclaim land occupied by the replaced canal as shown in the SPUP Plans and San Pasqual Undergrounding Project Existing Canal Abandonment Plans on file with the City (“Project Plans”).
- B. As part of the SPUP, the City will construct a road and tunnel structure that will provide access to a desilting basin as depicted and described in Exhibit “A” to this Permit which are attached hereto and incorporate by this reference.
- C. The City was granted a thirty-foot-wide right-of-way easement dated December 19, 2016, document identification number 589077Y17, which is attached hereto as Exhibit “B” and incorporated herein by this reference, for the purposes of construction, access, and maintenance of said improvements.
- D. For the City to construct the desilting basin and desilting basin access road and tunnel per the approved Project Plans, additional area beyond the granted easement is required. Said additional area is shown and described in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the following promises, covenants, and agreements, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by both parties hereto, the parties hereby agree as follows:

AGREEMENT:

1. Grant of Permit. The Tribe hereby grants the City a temporary construction permit for the area shown and described in Exhibit A from the Effective Date of this Permit until May 17, 2023, pursuant to 5.C.4 of the Implementing Agreement among the City, as successor to the Escondido Mutual Water Company; Vista Irrigation District; San Luis Rey River Indian Water Authority; and the La Jolla, Rincon, San Pasqual, Pauma, and

Pala Bands of Mission Indians dated December 5, 2014.

- 2. Permit Conditions. This Permit shall be subject to the terms and conditions set forth in Exhibit B, the Grant of Right-of-Way Identification No. 589077Y17, dated December 19, 2016.
- 3. Indemnification. The City shall indemnify and hold the Tribe, its Tribal Council, and its members, contractors, agents, consultants, and employees harmless from any liability for damage caused by the acts or omissions of the City or any of its employees, contractors, or agents in carrying out SPUP work within the areas shown and described in Exhibit A to this Permit. The City shall reimburse the Tribe for any damage caused in carrying out SPUP work within the areas shown and described in Exhibit A to this Permit or, in the alternative, repair any damage caused in carrying out SPUP work within the areas shown and described in Exhibit A to this Permit.
- 4. Waiver of Payment. The Tribe hereby waives any right to payment from City for this Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Permit as of the Effective Date set forth above.

SAN PASQUAL BAND OF MISSION INDIANS

Date: _____

Stephen Cope, San Pasqual Chairman

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

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

BY: _____

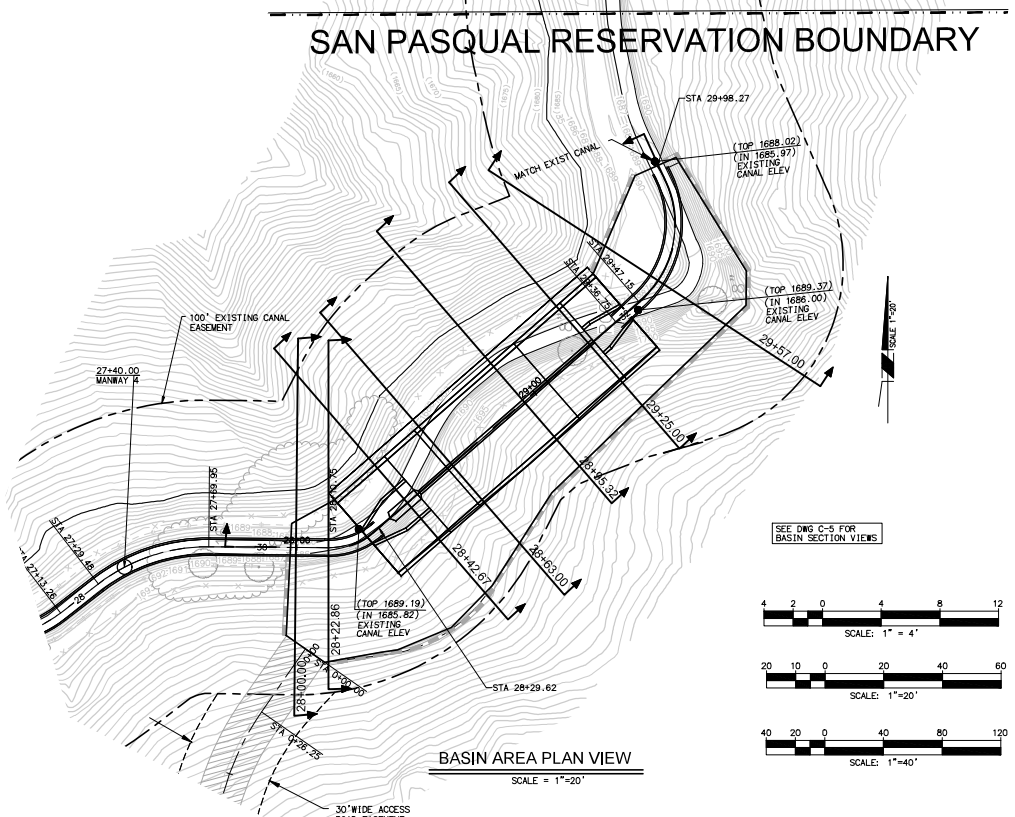
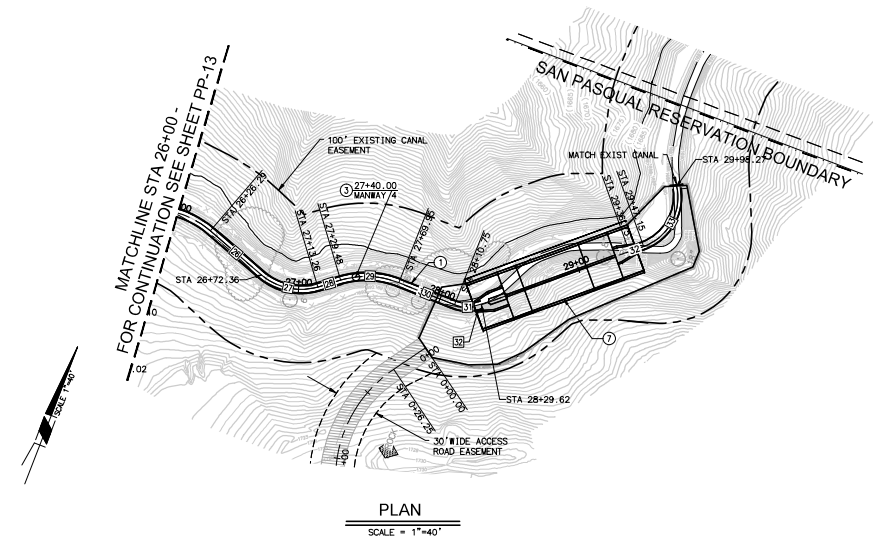
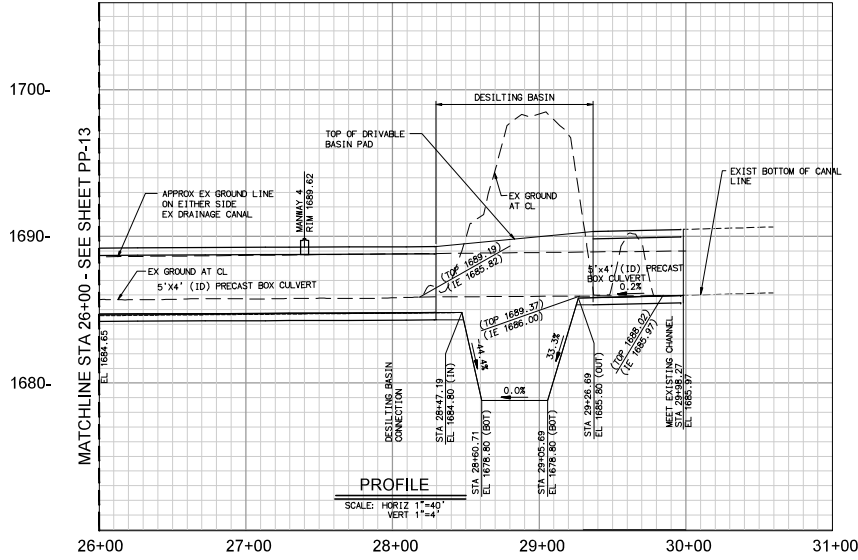
EXHIBIT "A"
Plat and Legal Description

CONSTRUCTION NOTES

- ① 5'x4' (ID) PRECAST BOX CULVERT
- ② MANWAY OPENING
- ③ DESILTING BASIN GRADING PLAN, SEE DWG C-1

WATER DATA TABLE				
NO.	BEARING/Delta	RADIUS	LENGTH	NOTE
26	S70°26'02"E	---	46.06'	60"x48" PRECAST BOX CULVERT
27	S7°10'04"	41.00'	40.91'	60"x48" PRECAST BOX CULVERT
28	N52°23'54"E	---	16.21'	60"x48" PRECAST BOX CULVERT
29	S8°01'01"	61.00'	40.47'	60"x48" PRECAST BOX CULVERT
30	S89°35'05"E	---	40.79'	60"x48" PRECAST BOX CULVERT
31	41°20'34"	25.00'	18.04'	60"x48" PRECAST BOX CULVERT
32	N49°04'21"E	---	10.40'	60"x48" PRECAST BOX CULVERT
33	S3°05'16"	35.25'	51.12'	60"x48" PRECAST BOX CULVERT

- NOTE:
- FOR 100' CULVERT CROSS SECTIONS, SEE DWG C-6
 - FOR ACCESS RD GRADING PLANS, SEE C-12
 - FOR RETAINING WALL PROFILES, SEE C-7



P:_YDIA\167566\CADD\WATER\01\A\30-167566-PP-14.DWG SAOUB, JAMANA 12/14/2023 3:15 PM

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

CONSTRUCTION RECORD	REFERENCES	Date	By	REVISIONS	App'd	Date	BENCH MARK

Michael Baker INTERNATIONAL
3755 Clairemont Mesa Blvd.
San Diego, CA 92124
Phone: (619) 816-2000
MBAKER@MBA.COM

Designed By: _____ Drawn By: _____
Checked By: _____
Plans Prepared Under Supervision Of: _____
Date: _____ R.C.E. No.: _____

NOT FOR CONSTRUCTION

SAN PASQUAL UNDERGROUNDING PROJECT

CITY OF ESCONDIDO DEPT OF PUBLIC WORKS

BOX CULVERT PLAN AND PROFILE
STA 26+00 TO 29+89.10

Drawing No. PP-14
Sheet 30 of 74

N LINE SE 1/4 SEC 15
N89°44'42"E 1325.20' PER EXH. 2.F

E 1/4
SEC 15

PARCEL 2

SEE DETAIL '2'
SHEET 2

PARCEL 1

SEE DETAIL '1'
SHEET 2



0 200'
SCALE: 1"=200'

SE 1/4
SEC 15

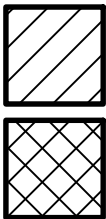
100'
100' CONDUIT ROW
PER EXHIBIT 2-F
DATED 10.24.2016

30'
30' ACCESS EASEMENT
PER EXHIBIT 2-F
DATED 10.24.2016

490.26' PER EXHIBIT 2.F
2205.00' PER EXHIBIT 2.F
N00°13'19"E RECORD PER EXHIBIT 2.F BASIS OF BEARINGS

APN 189-060-24

LEGEND



INDICATES TEMPORARY CONSTRUCTION AREA (TCA)

PARCEL 1: 45,417.87 SF (1.043 ACRES)

PARCEL 2: 18,449.32 SF (0.424 ACRE)

POC-1 POINT OF COMMENCEMENT -PARCEL 1
TPOB-1 TRUE POINT OF BEGINNING-PARCEL 1
POB-2 POINT OF BEGINNING-PARCEL 2

15 14
22 23

NOTE: THE BASIS OF BEARINGS FOR THIS PLAT AND THE LOCATIONS AND BEARINGS OF EXISTING EASEMENTS ARE RECORD PER CITY OF ESCONDIDO, VISTA IRRIGATION DISTRICT, EXHIBIT 2.F FOR ESCONDIDO CANAL DATED 10/24/2016
(NO RECORDING DATA WAS SHOWN ON SAID EXHIBIT 2.F)

7/6/2021

PAULE. GOEBEL DATE
LS 8486



SEE EXHIBIT A
FOR LEGAL DESCRIPTION

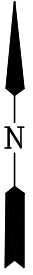
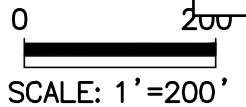
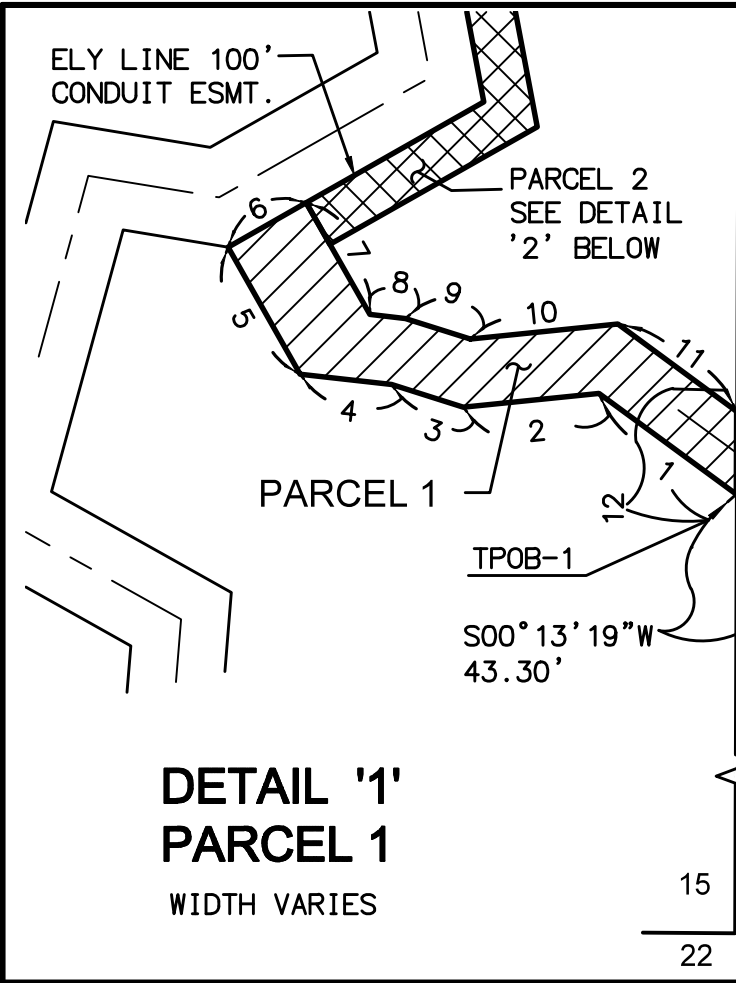
EXHIBIT B PLAT

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR:
TEMPORARY CONSTRUCTION AREA (TCA)
WITHIN SE 1/4 SECTION 15, T.11.S,R.1.W, S.B.M.
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

SHEET 1 OF 2 SHEETS
Michael Baker Intl.
9755 Clairemont Mesa Blvd.
San Diego, CA 92124
(858)614-5000

7/6/2021 16756

Item 9.



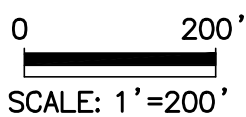
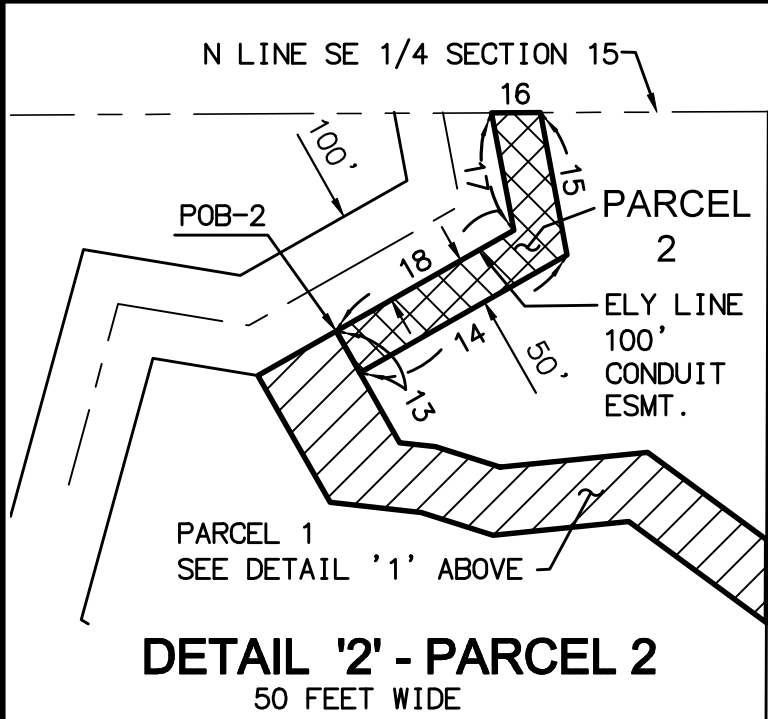
DETAIL '1'
PARCEL 1
 WIDTH VARIES

POC-1
 E LINE SEC. 15 AT
 C.L. EXISTING 30'
 ACCESS EASEMENT

LINE DATA TABLE DETAIL 1
 NO. BEARING LENGTH

NO.	BEARING	LENGTH
1	N53° 42' 43" W	178.24'
2	S84° 13' 06" W	142.32'
3	N72° 25' 10" W	78.66'
4	N83° 39' 30" W	96.02'
5	N29° 35' 39" W	152.43'
6	N60° 24' 21" E	94.02'
7	S29° 35' 39" E	134.12'
8	S83° 39' 30" E	37.53'
9	S72° 25' 10" E	71.07'
10	N84° 13' 06" E	154.77'
11	S53° 42' 43" E	154.18'
12	S00° 13' 19" W	86.60'

PER EXHIBIT 2.F
 N00° 13' 19" E 2205.00'



DETAIL '2' - PARCEL 2
 50 FEET WIDE

E 1/4 CORNER
 SECTION 15

LINE DATA TABLE DETAIL 2
 NO. BEARING LENGTH

NO.	BEARING	LENGTH
13	S29° 35' 39" E	50.00'
14	N60° 24' 21" E	248.96'
15	N10° 41' 04" W	151.15'
16	S89° 44' 42" W	50.84'
17	S10° 41' 04" E	124.63'
18	S60° 24' 21" W	213.23'

EXHIBIT B PLAT

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR:
TEMPORARY CONSTRUCTION AREA
 WITHIN SE 1/4 , SECTION 15, T.11.S,R.1.W, S.B.M.
 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

SHEET 2 OF 2 SHEETS
 Michael Baker Intl.
 9755 Clairemont Mesa Blvd.
 San Diego, CA 92124
 (858)614-5000

7/6/2021 16756

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION AREA

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE & MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST QUARTER WITH THE CENTERLINE OF AN EXISTING 30 FOOT ACCESS EASEMENT, SAID INTERSECTION BEING DISTANT NORTH $00^{\circ}13'19''$ EAST 2205.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 15, ALL AS SHOWN ON CITY OF ESCONDIDO, VISTA IRRIGATION DISTRICT EXHIBIT 2.F DATED OCTOBER 24, 2016, (NO RECORDING DATA IS SHOWN ON SAID EXHIBIT 2.F); THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SOUTHEAST QUARTER SOUTH $00^{\circ}13'19''$ WEST 43.30 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE

(1) N $53^{\circ} 42' 43''$ W 178.24 FEET; THENCE

(2) S $84^{\circ} 13' 06''$ W 142.32 FEET; THENCE

(3) N $72^{\circ} 25' 10''$ W 78.66 FEET; THENCE

(4) N $83^{\circ} 39' 30''$ W 96.02 FEET; THENCE

(5) N $29^{\circ} 35' 39''$ W 152.43 FEET TO A POINT ON THE EASTERLY LINE OF A 100 FOOT CONDUIT EASEMENT SHOWN ON SAID EXHIBIT 2.F; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF ACCESS EASEMENT

(6) N $60^{\circ} 24' 21''$ E 94.02 FEET; THENCE
LEAVING SAID EASTERLY LINE OF ACCESS EASEMENT

(7) S $29^{\circ} 35' 39''$ E 134.12 FEET; THENCE

(8) S $83^{\circ} 39' 30''$ E 37.53 FEET; THENCE

(9) S $72^{\circ} 25' 10''$ E 71.07 FEET; THENCE

(10) N $84^{\circ} 13' 06''$ E 154.77 FEET; THENCE

(11) S $53^{\circ} 42' 43''$ E 154.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SOUTHEAST QUARTER

(12) S $00^{\circ} 13' 19''$ W 86.60 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL 1 CONTAINING: 45,417.87 SQUARE FEET OR 1.043 ACRE, MORE OR LESS.

PARCEL 2

BEGINNING AT THE NORTHERLY MOST CORNER OF ABOVE DESCRIBED PARCEL 1; THENCE SOUTHERLY ALONG THE EASTERLY LINE THEREOF, BEING ABOVE DESCRIBED COURSE (5),

(13) S 29° 35' 39" E 50.00 FEET; THENCE LEAVING SAID COURSE AND SAID EASTERLY LINE OF PARCEL 1

(14) N 60° 24' 21" E 248.96 FEET; THENCE

(15) N 10° 41' 04" W 151.15 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER PER SAID EXHIBIT 2.F; THENCE WESTERLY ALONG SAID NORTHERLY LINE

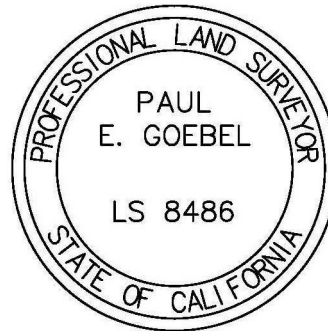
(16) S 89° 44' 42" W 50.84 FEET TO THE EASTERLY LINE OF SAID 100 FOOT CONDUIT RIGHT OF WAY; THENCE LEAVING SAID NORTHERLY LINE AND SOUTHWESTERLY ALONG SAID EASTERLY LINE OF SAID 100 FOOT CONDUIT RIGHT OF WAY THE FOLLOWING COURSES:

(17) S 10° 41' 04" E 124.63 FEET; THENCE

(18) S 60° 24' 21" W 213.23 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2 CONTAINING: 18,449.32 SQUARE FEET OR 0.424 ACRE, MORE OR LESS.

SEE EXHIBIT 'B', PLAT, CONSISTING OF 2 SHEETS, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



Paul E. Goebel, LS 8486
July 6, 2021
MBI JN 167566-SAN PASQUAL

EXHIBIT "B"
Existing Right-of-Way Easement



IN REPLY REFER TO:
Real Estate Services

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS

Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825

JUN 29 2017

Mr. Christopher W.
McKinney Utilities Director
City of Escondido
201 N. Broadway
Escondido, CA 92025

Mr. Don A. Smith
Director of Water Resources
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

Re: Approved Easements- San Pasqual Indian Reservation

Dear Messrs. McKinney and Smith:

Enclosed for your record are the recorded Easements with the requested
Administrative corrections for documents 5895770010 and 5893750598. If you have
any questions regarding this correspondence, please do not hesitate to contact us.

Sincerely,

Regional Director

cc: Allen Lawson, Chairperson
San Pasqual Band of Mission Indians



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Pacific Regional Office

2800 Cottage Way

Sacramento, California 95833

JUN 2 2017

Mr. Don A. Smith
Director of Water Resources
Water Division
1301 Engineer Street
Visalia, CA 93281

Mr. Christopher W.
McKinney, Utility Director
City of Escondido
201 N. Broadway
Escondido, CA 92025

Re: Approved Easements - San Pascual Indian Reservation

Dear Messrs. McKinney and Smith:

Enclosed for your record are the recorded Easements with the requested
Administrative corrections for documents 589270010 and 589250088. If you have
any questions regarding this correspondence, please do not hesitate to contact us.

Sincerely,

[Handwritten Signature]
Regional Director

cc: Allan Lawson, Chairman
San Pascual Band of Mission Indians

Recording Requested By:

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BUREAU OF INDIAN AFFAIRS
PACIFIC REGION

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**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PACIFIC REGION**

Reservation: (589) San Pasqual
Identification No.: 5893750598
Tract No.: (589) T-5011
and (589) T-5010

GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs (BIA), Department of the Interior, Pacific Regional Office, 2800 Cottage Way, Sacramento, California 95825, for and on behalf of the San Pasqual Band of Diegueno Indians, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated April 21, 2003, 230 DM 1 dated June 15, 2015, and 3 IAM 4 dated December 19, 2012 and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration the receipt of which is hereby acknowledged does hereby grant to the City of Escondido of 201 North Broadway, Escondido, California 92025 and Vista Irrigation District of 1391 Engineer Street, Vista, California, 92081, and its successors, here in after referred to as GRANTEE(S), an easement for a right-of-way for the following specific purpose: an access road; over and across the land embraced within a right-of-way situated on the following described lands: being a portion of the San Pasqual Indian Reservation lying within Sections 14, and 15, Township 11 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California.

This right-of-way is limited to and more particularly described to be 30' in width, 2,257.19 feet in Length, and containing 1.55 acres ml., as shown on Exhibits 2.C, 2.D, 2.E and 2.F, attached hereto, and made a part hereof.

This grant is subject to the following provisions:

1. The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and reserves the right of the tribe to reasonable access to the lands subject to the grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety;
2. GRANTEE(S) has/have no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
3. BIA may treat any provision of a grant that violates Federal law as a violation of the grant;

Administrative correction(s) made to the Grant of Easement, page 1 and to "Supporting Documents Attached hereto for Recording Sheet" as requested by Grantor and Grantee on February 13, 2017.

4. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and GRANTEE(S) must contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
5. GRANTEE(S) must:
- (i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
 - (ii) Pay promptly, (*if applicable*) all damages and compensation, in addition to bond or alternative form of security made pursuant to §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;
 - (iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
 - (iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
 - (v) Comply with all applicable laws and obtain all required permits;
 - (vi) Not commit waste;
 - (vii) Operate, repair and maintain improvements consistent with the right-of-way grant;
 - (viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
 - (ix) Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;
 - (x) At all times keep the BIA, and the tribe for tribal land, informed of the grantee's address;
 - (xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;
 - (xii) Comply with due diligence requirements under § 169.105; and
 - (xiii) Notify the BIA, and the tribe for tribal land, if it files for bankruptcy or is placed in receivership.
6. Unless GRANTEE(S) would be prohibited by law from doing so, GRANTEE(S) must also:
- (i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
 - (ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

This grant incorporates by reference the conditions or restrictions set out in GRANTOR's consents, attached here.

This grant may be assigned, GRANTOR must approve. Assignment must be submitted to BIA to be recorded with the Land, Title and Records Office.

This grant may not be mortgaged.

This grant is subject to any prior valid existing right or adverse claim and is for the term in perpetuity, so long as the right-of-way is used for the purpose above specified;

PROVIDED, that this right-of-way may be cancelled in whole or in part by the GRANTOR under negotiated remedies (25 CFR 169.403) or for any of the following causes upon 30 days written notice, and failure of the GRANTEE(S) within said notice period to correct the basis for cancellation (25 CFR 169.405):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE(S).

IN WITNESS WHEREOF, GRANTOR has executed this grant of right-of-way this day of December 8, 2016.

UNITED STATES OF AMERICA

Acting

BY *Donald Harris*
 Regional Director
 U.S. Department of the Interior
 Bureau of Indian Affairs
 Pacific Regional Office
 2800 Cottage Way
 Sacramento, CA 95825

Date: 12-19-14

BUREAU OF INDIAN AFFAIRS
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**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

RIGHT-OF-WAY APPLICATION

LANDOWNER NAME: United States in Trust for the San Pasqual Band of Diegueno Mission Indians of California

TRACT NUMBER: T5011

TRACT DESCRIPTION: Lots 5&10 of Sec. 15, Lots 1,2,3,4 of Sec. 22 and Lots 3,4,5,6, of Sec. 23, T11S, R1W, S.B.M.

COMES NOW THE APPLICANT(S), the **City of Escondido (Escondido) and the Vista Irrigation District (Vista)** this **23rd** day of **November, 2015**, who hereby petition(s) the Bureau of Indian Affairs and respectfully file under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application for rights-of-way **without limitation as to term of years** for the following purposes and reasons:

Pursuant to a settlement of longstanding litigation among the parties (including the United States, the San Pasqual Band of Mission Indians, Escondido and Vista), the Applicants require the grant of new rights-of-way across a portion of the San Pasqual Reservation: (1) for the installation, operation and maintenance of an underground pipeline (Pipeline ROW) on the San Pasqual Reservation outside the existing right-of-way for the Escondido Canal (which canal is, approximately, a 14-mile long water conveyance system which transports water across portions of the La Jolla, Rincon and San Pasqual Reservations and federal and private lands to Lake Wohlford in northern San Diego County, CA); and (2) an access road to the existing Escondido Canal traversing a portion of San Pasqual Reservation and Bureau of Land Management land (Access ROW). These rights-of-way are more particularly described in Exhibits 2.A through 2.F, attached hereto, and made a part hereof.

The Pipeline ROW shall be 1,033.85 feet in length, 30 feet in width, and approximately 0.71 acres in area, as shown in Exhibits 2.A and 2.B. The Access ROW shall be 2,257.19 feet in length, 30 feet in width, and approximately 1.55 acres in area, as shown in Exhibits 2.C through 2.F.

In addition, the Applicants shall be granted temporary permission to utilize approximately one acre of land north and east of the intersections of North Canal Road and Tokama for the purposes of staging material and equipment during construction activities.

These new rights-of-way are necessary to implement the San Pasqual Undergrounding Project (Project). This Project will modify and/or replace approximately 2.5 miles of the Escondido Canal in the vicinity of the San Pasqual Indian Reservation. A more complete description of the San Pasqual Undergrounding Project, how it modifies the Escondido

Canal, and how it impacts the San Pasqual Indian Reservation is attached in the Project Description included in Exhibit 5.

SAID APPLICANTS UNDERSTAND AND EXPRESSLY AGREE TO THE FOLLOWING STIPULATIONS:

1. To construct and maintain the rights-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the rights-of-way.

As described in Exhibit 3, the Applicants take the position that compensation for the rights-of-way for the San Pasqual Undergrounding Project is provided for by the terms of: the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675 (Settlement Act) as amended; the San Luis Rey Indian Water Rights Settlement Agreement Among the United States of America, The La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians, The San Luis Rey River Indian Water Authority, The City of Escondido, California and The Vista Irrigation District (January 30, 2015) (Settlement Agreement); and the December 8, 2014 Implementing Agreement Among the City of Escondido, Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675 as Amended (Implementing Agreement). The Applicants therefore request that the BIA and the Secretary waive any additional compensation requirement for the rights-of-way that are the subject of this application.

3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the rights-of-way are granted.
5. To clear and keep clear the lands within the rights-of-way to the extent compatible with the purpose of the rights-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
6. To take soil and resources conservation protection measures, including weed control, on the land covered by the rights-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the rights-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the rights-of-way.
9. That upon revocation or termination of the rights-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

11. That the Applicants will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the rights-of-way are granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANTS FURTHER STIPULATE AND EXPRESSLY AGREE AS FOLLOWS:

To conform and to abide by all applicable requirements with respect to the rights-of-way herein applied for. The Applicants agrees to conform to and abide by the rules, regulations, and requirements contained in the *Code of Federal Regulations*, Title 25 Indians, Part 169, as amended, and by reference includes such rules, regulations and requirements as a part of this application to the same effect as if the same were herein set out in full.

DATE: November 23, 2015 (rev. 12/1/2016)

APPLICANTS: City of Escondido and the Vista Irrigation District

REQUIRED SUPPORTING DOCUMENTS:

1. (X) Written consent of landowner (ROW Form 94-7). *See Exhibit 1, attached.*
2. (X) Map (plats) of definite location (2 original mylars & 2 copies, *See 25 CFR 169.6, 169.7, 169.8, 169.9, 169.10 and 169.11.* *See Exhibits 2.A through 2.F, attached.*
3. (X) Deposit of estimated damages or compensation (*See 169.4 and 169.14.*) *As described in Exhibit 3, attached, the Applicants take the position that compensation for the rights-of-way for the San Pasqual Undergrounding Project has been provided by other means, and no additional compensation is warranted.*
4. (X) Evidence of Authority of Officers to Execute Papers (ROW Form 94-4). *See Exhibit 4, attached.*
5. (N/A) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):
 - () a. State certified copy of corporate charter or articles of incorporation.
 - () b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.

ADDITIONAL SUPPORTING DOCUMENTS:

1. (X) Project Description, San Pasqual Undergrounding Project. *See Exhibit 5, attached.*

EXHIBIT 2.E
30' WIDE ACCESS ROAD EASEMENT
SAN PASQUAL RESERVATION

LEGAL DESCRIPTION

BEING A PORTION OF THE SAN PASQUAL INDIAN RESERVATION LYING WITHIN GOVERNMENT LOT 5 OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SECTION 15, DISTANT NORTH 00°13'19" EAST, 2205.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE NORTH 53°42'43" WEST A DISTANCE OF 131.60 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET;

THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°04'11" A DISTANCE OF 66.08 FEET;

THENCE SOUTH 84°13'06" WEST A DISTANCE OF 95.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 90.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°21'43" A DISTANCE OF 36.70 FEET;

THENCE NORTH 72°25'10" WEST A DISTANCE OF 45.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 90.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 13'29" A DISTANCE OF 22.34 FEET;

THENCE NORTH 86°38'39" WEST A DISTANCE OF 13.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 90.00 FEET;

THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 129°40'50" A DISTANCE OF 203.70 FEET;

THENCE NORTH 43°02'11" EAST A DISTANCE OF 41.92 FEET TO A POINT IN THE EASTERLY LINE OF THAT CERTAIN 100.00 FEET WIDE CONDUIT RIGHT-OF-WAY AS SHOWN AND DESCRIBED ON SHEET K8-A OF PLANS PREPARED BY HUGH M GALLAGHER FOR THE ESCONDIDO MUTUAL WATER COMPANY DATED APRIL 1975.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE EASTERLY IN THE EASTERLY LINE OF SECTION 15, AND WESTERLY IN THE EASTERLY RIGHT OF WAY LINE OF SAID EXISTING 100.00 FEET WIDE CONDUIT.

ALL AS SHOWN ON EXHIBIT 2.F ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

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Exhibit 1 – Written Consent of the Landowner

The consent of the San Pasqual Band of Mission Indians for those rights-of-way across the San Pasqual Indian Reservation that are required to implement the San Pasqual Undergrounding Project is recorded in Section 5.C.2 of the Implementing Agreement. Section 5.C and the signature block of the Implementing Agreement are attached hereto as Exhibit 1.A.

The Secretary has acknowledged the necessity of the San Pasqual Undergrounding Project and has committed to authorize the necessary rights-of-way for its implementation in Section 6.1(2)(C) of the Settlement Agreement. Section 6.1 and the signature blocks of the Settlement Agreement are attached hereto as Exhibit 1.B.

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EXHIBIT 2.C
30' ACCESS ROAD EASEMENT
SAN PASQUAL RESERVATION

LEGAL DESCRIPTION

BEING A PORTION OF THE SAN PASQUAL INDIAN RESERVATION, LYING WITHIN GOVERNMENT LOTS 12 AND 13 OF SECTION 14, AND GOVERNMENT LOTS 5 AND 10 OF SECTION 15, BOTH IN TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 15, WITH CENTERLINE OF THAT CERTAIN 50.00 FEET WIDE ACCESS ROAD EASEMENT AS SHOWN AND DESCRIBED ON SHEET K8-A OF PLANS PREPARED BY HUGH M GALLAGHER FOR THE ESCONDIDO MUTUAL WATER COMPANY DATED APRIL 1975, SAID POINT BEING DISTANT NORTHERLY ALONG SAID SECTION LINE 628.29 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE NORTHERLY ALONG SAID SECTION LINE, A DISTANCE OF 1600.00 FEET.

ALL AS SHOWN ON EXHIBIT 2.D ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

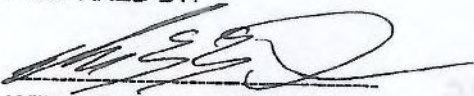
PREPARED BY:



William E. Eadson, PLS 6154
Registration Expires March 31, 2018



PREPARED BY:



William E. Eadson, PLS 6154
Registration Expires March 31, 2018



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SUPPORTING DOCUMENTS ATTACHED HERETO FOR RECORDING

Conditions of Grantor's
Consents:

Conditions of Grantor's consent regarding the San Luis Rey water Settlement, specifically to Section(s) 5.C, 5.C.4 and due diligence under 25 C.F.R. 405, and or 169.408.

Tribal Resolution:

No. SP062315-01; the San Pasqual Band of Mission Indians Approving Settlement dispute involving water of the San Luis Rey

EXHIBITS:

- EXHIBIT 1.A Cover page(s) 16, 90, 91, 92 of the 92 page *Implementing Agreement*
- EXHIBIT 1.B Cover page, page(s) **6, 7, 8, 9, 10, 20, 21 22, and 23 of the page *Settlement Agreement***
- EXHIBIT 3 Deposit of Estimate of Damages or Compensation page
- EXHIBIT 4 Evidence of Authority of Officers to Execute Papers
- EXHIBIT 4.A Resolution No. 2015-198; the City of Escondido
- EXHIBIT 4.B Resolution No. 14-32; Vista Irrigation District
- EXHIBIT 5 San Pasqual Undergrounding project overview description

5 8 9 0 4 4 Y 1 7

Conditions of Grantor's Consents

1. Pursuant to 25 CFR § 169.105, the improvements and related right-of-way abandonment and reclamation activities on lands of the San Pasqual Band of Mission Indians provided for in Section 5.C of the Implementing Agreement that is Exhibit A to the San Luis Rey Indian Water Rights Settlement Agreement (January 30, 2015) and to be constructed in this right-of-way shall be completed according to the provisions of section 5.C of said Implementing Agreement. If an Uncontrollable Force, as defined in said Implementing Agreement, prevents timely completion of said construction, abandonment, and reclamation activities, the grantee shall timely advise the Bureau of Indian Affairs of any change in the schedule in Section 5.C.4 of the Implementing Agreement arrived at by mutual consent of the parties with an explanation of: good cause as to the nature of any delay; the revised anticipated date of construction, abandonment and reclamation activities; and evidence of progress toward commencement of construction.
2. Failure of the grantee to comply with the due diligence requirements of this grant pursuant to section (a) may lead to cancellation of the right-of-way under § 169.405 or § 169.408, and other remedies established between the San Pasqual Band and the grantee pursuant to Section 5.C of the Implementing Agreement.

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SAN PASQUAL BAND OF MISSION INDIANS
SAN PASQUAL RESERVATION

RESOLUTION SP062315-01

TRIBAL COUNCIL
Allen E. Lawson
Chairman

Victoria Diaz
Vice-Chair

Tilda M. Green
Secretary-Treasurer

David L. Toler
Delegate

Stephen W. Cope
Delegate

**RESOLUTION OF THE BUSINESS COMMITTEE OF THE
SAN PASQUAL BAND OF MISSION INDIANS
APPROVING SETTLEMENT OF DISPUTE INVOLVING WATERS OF
THE SAN LUIS REY RIVER**

WHEREAS, the San Pasqual Band of Mission Indians (hereinafter "the Band") is a federally recognized Indian tribe and is party to the litigation involving the diversion of the waters of the San Luis Rey River located in northern San Diego County, California, which litigation it believes should be settled; and

WHEREAS, beginning in about 1875, the United States set aside the Indian Reservations for the La Jolla, Rincon, San Pasqual, Pauma and Pala Band of Mission Indians (hereinafter "the Bands"), all of which are located along or in the vicinity of the San Luis Rey River and all of which require reliable sources of water to meet the needs of their reservations; and

WHEREAS, beginning in the 1890s, the predecessors of the City of Escondido (hereinafter "Escondido") began diverting San Luis Rey River water from a point on the La Jolla Indian Reservation through the Escondido Canal which crosses portions of the La Jolla, Rincon, and San Pasqual Indian Reservations and ends in Lake Wohlford (a reservoir) from which the water was then released for use in the Escondido service area; and

WHEREAS, beginning in 1924, the Vista Irrigation District (hereinafter "Vista") and its predecessors impounded the water originating in the upper portion of the San Luis Rey River watershed in Lake Henshaw behind the Henshaw Dam and, since about 1926, a portion of the water diverted through the Escondido Canal has been delivered to Vista's service area; and

WHEREAS, in 1924, the Federal Power Commission (now the Federal Energy Regulatory Commission) (hereinafter "FERC") issued a license (Project 176) for some of the facilities operated by Escondido and Vista in diverting and making use of the waters of the San Luis Rey River that, among other things, authorized the use of federal and Indian lands for those facilities; and

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hauled away, or pulverized and used as fill. Natural ground contours will be restored, and natural drainage pathways will be reestablished. To the extent that extra material is needed to fill the abandoned canal cross section, excess material stockpiled from earlier phases of project construction will be utilized. If more material is needed, it will be obtained from off-site sources.

Much of the abandoned canal alignment is lined with mature oak trees. As part of the NEPA and CEQA analysis of the Project, an assessment will be made whether measures are necessary to assure the continued health of these oaks once the canal is abandoned. Other environmental mitigations may also be considered.

Of the 10,700 feet of abandoned canal, approximately 6,000 feet of that is located on the SPIR, and the remaining 4,700 feet is located in private easements. No new rights-of-way are necessary to reclaim the abandoned portions of the canal, and once the abandoned portions of the canal on the SPIR have been reclaimed, the existing 100-foot canal right-of-way across the SPIR will be quitclaimed back to the United States.

ALTERNATIVES

As part of a 2010 Feasibility Study, five different pipeline alignment alternatives were considered (see Black & Veatch Figure 2-1, attached), and Alternative C was identified as the most feasible alternative with respect to constructability, impacts to cultural and biological resources, and cost. This alternative was presented to the Business Committee, staff and General Council of the San Pasqual Band of Mission Indians, and on October 9, 2011, the General Council voted to affirm this Alignment C. This alignment has been adopted as the preferred alignment of the San Pasqual Undergrounding Project presented in this Project Description.

As discussed above in the description of the refurbished canal element of the project, alternatives are presently under consideration regarding the configuration of this project element, whether it will be constructed as a shallowly buried pipeline or a refurbished and covered canal reach.

Finally, while not presented as part of the present Right-of-Way Application, the ongoing engineering feasibility and environmental review efforts for the Project include an alternative location for the desilting basin that is situated about 200 feet north of the northern boundary of the San Pasqual Indian Reservation.

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Resolution SP062315-01
June 23, 2015
Page 2 of 5

WHEREAS, the United States permitted the diversion and use of the waters of the San Luis Rey River by Escondido and Vista (hereinafter jointly referred to as the "Local Entities") and the use of tribal lands of the La Jolla, Rincon, and San Pasqual Indian Reservations for the conveyance of that water from the San Luis Rey River to Escondido's and Vista's service areas; and

WHEREAS, the San Luis Rey River cannot adequately meet all the water needs of all the Bands and the Local Entities; and

WHEREAS, in 1969 and 1971 litigation involving the Bands, the United States on behalf of the Bands, and the Local Entities was filed in the United States District Court for the Southern District of California (hereinafter "District Court") to determine the respective rights of the five Bands and the Local Entities to the waters of the San Luis Rey River (*Rincon Band of Mission Indians, et al. v. Escondido Mutual Water Company, et al.*, Civ. No. 69-217-S, 72-276-S (consolidated) and also before FERC involving the license for Project 176; and

WHEREAS, on November 17, 1988 Congress enacted the San Luis Rey Indian Water Rights Settlement Act (Title I of Public Law 100-675, 102 Stat. 4000, as amended) (hereinafter "Settlement Act") to provide for the resolution of the issues that were the subject of the District Court litigation and the related FERC proceedings; and

WHEREAS, the Settlement Act directs the Secretary of Interior (hereinafter "Secretary") to fulfill the government's trust responsibility to the Bands by furnishing annually to the Bands and Local Entities in accordance with the settlement authorized under the Settlement Act: (1) a permanent supply of up to 16,000 acre-feet of Supplemental Water for the joint use of the Bands and the Local Entities; and (2) a permanent supply of power capacity and energy at no cost to the United States, the Bands and the Local Entities to convey the Supplemental Water to the Reservations and the service areas of Escondido and Vista; and

WHEREAS, the purposes of the Settlement Act are: to provide the Bands with a reliable water supply sufficient to meet their present and future needs; to promote conservation and wise use of scarce water resources in the upper San Luis Rey River System; to establish a mutually beneficial, lasting, and cooperative partnership among the Bands and the Local Entities; and to foster the development of an independent economic base for the Bands; and

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Resolution SP062315-01
June 23, 2015
Page 3 of 5

WHEREAS, the Bands, the Indian Water Authority and the Local Entities have entered into agreements with the Secretary and several California water districts that provide for the permanent delivery of up to 16,000 acre-feet of Supplemental Water per year to the vicinity of the Bands' reservations and to the Escondido and Vista service areas, which water has become available from the projects to line portions of the All-American Canal and its Coachella Branch; and

WHEREAS, section 104 of the Settlement Act states that sections 106 and 109 of the Settlement Act shall take effect when the Bands, the Local Entities and the United States have entered into a settlement agreement providing for complete resolution of all claims, controversies, and issues before the District Court and FERC; and stipulated judgments or other appropriate final dispositions have been entered in those proceedings; and

WHEREAS, the Bands, the Indian Water Authority, the Local Entities and the United States have negotiated in good faith for the purpose of reaching the Settlement Agreement that provides for the complete resolution of all claims, controversies, and issues involved in all of the pending proceedings among the parties in the District Court and FERC in satisfaction of the requirement of section 104 of the Settlement Act; and

WHEREAS, the Bands are dependent on their federally-reserved and other rights to San Luis Rey surface and ground water to meet their present and future needs, which federally-reserved water rights are protected by the settlement and some of which water has historically been delivered by the water systems originally constructed by the United States for the benefit of the Bands; and

WHEREAS, the 16,000 acre-feet of Supplemental Water, the money from the San Luis Rey Tribal Development Fund established under the Settlement Act, and the funds held in an escrow account by the Metropolitan Water District shall become available to the Indian Water Authority and the Bands when a final settlement is entered into among the Bands, the Local Entities, and the United States; and

Resolution SP062315-01
June 23, 2015
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WHEREAS, the terms of the San Luis Rey Indian Water Rights Settlement are set forth in the following documents:

- (a) The Settlement Act;
- (b) A new provision, section 112, to be added as an amendment to the Settlement Act;
- (c) The Settlement Agreement Between the United States, the Bands, the Indian Water Authority and the Local Entities signed by the Secretary on December 22, 2014, and by the Assistant Attorney General on January 30, 2015; and
- (d) The Implementing Agreement Among the Local Entities, the Indian Water Authority and the Bands signed by the Indian Water Authority and the La Jolla, Rincon, San Pasqual and Pauma Bands on December 5, 2014, and by the Pala Band, Escondido and Vista on December 8, 2014, and attached as Exhibit A to the Settlement Agreement; and

WHEREAS, the Band's Business Committee has considered the terms of the Settlement Agreement and the Implementing Agreement and concluded that it is in the Band's best interest to enter into, approve and ratify the Settlement Agreement and the Implementing Agreement.

NOW THEREFORE BE IT RESOLVED THAT:

(1) The Business Committee of the Band hereby concludes that it is in the Band's best interest to enter into, approve and ratify the Settlement Agreement and the Implementing Agreement and authorizes, approves and ratifies the signing of the Settlement Agreement and the Implementing Agreement by the Band's Tribal Chairman; and

(2) The Business Committee of the Band hereby approves representing in open court in the United States District Court for the Southern District of California that the Band understands and agrees with the terms of the settlement; approves representing that the Band has validly exercised its governmental power to be bound by its terms; and approves representing that the Band has received adequate legal representation in reaching those conclusions.

Resolution SP062315-01
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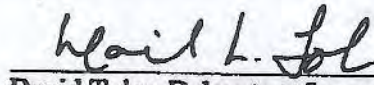
CERTIFICATION

We the undersigned, as the governing body of the San Pasqual Band of Mission Indians do hereby certify that the foregoing resolution was adopted this ~~20th~~ day of June, 2015, at a duly called meeting of the Business Committee by a vote of 4 in favor, 0 against, 0 absent, and 1 abstaining.


Allen Lawson, Tribal Chairman


Victoria Diaz, Vice- Chairperson


Tilda M. Green, Secretary/Treasurer


David Toler, Delegate at Large


Steven Cope, Delegate at Large

Dated: 6/23 , 2015

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**San Luis Rey
Indian Water Rights**

Implementing Agreement

December 5, 2014

Among

**The City of Escondido, California, on its Own Behalf
and as Successor to the Escondido Mutual Water Company,**

The Vista Irrigation District,

The San Luis Rey River Indian Water Authority,

and

**The La Jolla, Rincon, San Pasqual, Pauma, and Pala
Bands of Mission Indians**

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Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

4(e) of the Federal Power Act [16 U.S.C. §797(e)] and under any other applicable law and that no other conditions are required or shall be imposed.

5.C. San Pasqual Undergrounding Project. The San Pasqual Undergrounding Project will remove, relocate, and replace with an underground pipeline most or all of that portion of the Escondido Canal and its appurtenant structures, facilities, and rights-of-way that currently occupy land within the San Pasqual Reservation. The San Pasqual Undergrounding Project includes reclamation of the land occupied by the replaced canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required.

5.C.1. Local Entities to Implement. Escondido and Vista shall be jointly responsible for implementing the San Pasqual Undergrounding Project, the cost of which will be equally divided between them.

5.C.2. Cooperation by San Pasqual and Grant of Easement. San Pasqual will cooperate with and support Escondido and Vista in the implementation of the San Pasqual Undergrounding Project. In addition, San Pasqual will consent to the grant of an easement for the portion of the San Pasqual Undergrounding Project that will occupy San Pasqual Reservation land. There will be no charge for the easement.

5.C.3. Local Entities to Provide Access. In order to provide San Pasqual access to Local Exchange Water from the San Pasqual Undergrounding Project, during construction of the San Pasqual Undergrounding Project Escondido and Vista will install at their expense four stub sections of pipeline capped with blind flanges. The location of the four stub sections will be determined by San Pasqual in consultation with the Local Entities. In addition, San Pasqual will otherwise be provided access to Local Exchange Water from the Escondido Canal and the San Pasqual Undergrounding Project pipeline south of the northern boundary of the San Pasqual Reservation pursuant to the terms of this Agreement.

5.C.4. Schedule for Completion of Project and Remedies. Subject to Uncontrollable Force, the Local Entities shall implement the San Pasqual Undergrounding

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Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below:

SAN LUIS REY RIVER INDIAN WATER AUTHORITY

By: *Benjamin Magante* 12/5/14
Date

LA JOLLA BAND OF MISSION INDIANS

By: *Adonne Peck* 12-5-14
Date

RINCON BAND OF MISSION INDIANS

By: *S. Magy* 12-5-14
Date

SAN PASQUAL BAND OF MISSION INDIANS

By: *Alfonso Lopez* 12-5-14
Date

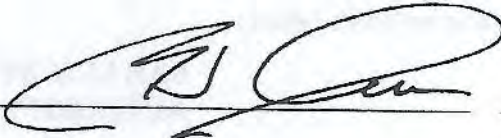
PAUMA BAND OF MISSION INDIANS

By: *Rachel M. Mejia* 12-5-14
Date

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Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

PALA BAND OF MISSION INDIANS

By:  12/5/14
Date

CITY OF ESCONDIDO

By:  12/5/14
Mayor Date

By:  12-8-14
City Clerk Date

Approved as to form:

By:  12-8-14
City Attorney Date

Approved as to form:

By:  12-8-14
Special Counsel Date

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Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

VISTA IRRIGATION DISTRICT

By: [Signature] 12-8-14
President, Board of Directors Date

By: [Signature] 12/8/14
General Manager Date

By: [Signature] 12/8/14
Board Secretary Date

Approved as to form:

By: [Signature] 12/8/14
Special Counsel Date

By: [Signature] 12/8/14
Director Date

By: [Signature] 12/13/14
Director Date

By: [Signature] 12/8/14
Director Date

By: [Signature] 12/29/2014
Director Date

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**San Luis Rey
Indian Water Rights
Settlement Agreement**

January 30, 2015

Among

The United States of America,

The La Jolla, Rincon, San Pasqual, Pauma, and Pala
Bands of Mission Indians,

The San Luis Rey River Indian Water Authority,

The City of Escondido, California,

and

The Vista Irrigation District

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4.2 **ALLOCATION OF WATER AMONG THE BANDS.** The United States recognizes that the Bands have agreed on the process (Art. IV(6)) by which the available water will be allocated amongst themselves and any disputes shall be resolved pursuant to the dispute resolution provision provided therein (Art. XIII), in duly enacted ordinances adopted by each of the Bands. Those ordinances were recognized and approved by Congress in section 107(a)(1) of the Settlement Act and cannot be amended without the approval of the Secretary, pursuant to section 107(a)(2) of the Settlement Act.

5.0 **RELATIONSHIP TO AGREEMENT AMONG BANDS, INDIAN WATER AUTHORITY, AND LOCAL ENTITIES.** The United States recognizes that the Bands and the Indian Water Authority have entered into the Implementing Agreement, which is attached as Exhibit A to this Agreement. The Implementing Agreement sets forth the arrangements between and among the Bands, the Indian Water Authority, and the Local Entities resolving their disputes relating to the use of certain land and water rights in or near the San Luis Rey River watershed. Except as otherwise provided in this Agreement, the Secretary will exercise any discretion she has regarding actions that could interfere with the Implementing Agreement in a manner consistent with the trust relationship, including the principle of working to avoid or resolve conflicts to the maximum extent possible in a manner that accommodates and protects trust and restricted fee lands, trust resources, and treaty and similarly recognized rights.

6.0. **RESOLUTION OF DISPUTES AMONG THE PARTIES OVER CERTAIN WATER RIGHTS, RIGHTS-OF-WAY, AND OTHER USES OF TRIBAL AND OTHER FEDERAL LANDS SUBJECT TO THE AUTHORITY OF THE SECRETARY.**

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6.1 In order to resolve the land and water disputes referenced in Paragraph 1 above, the Parties hereby agree that:

(1) Commencing with the Effective Date, the Local Entities shall exercise the water rights at issue in the pending litigation among the Parties and their rights to use and occupy land and rights-of way in connection with the operation of the Local Water System vis-à-vis any other Party to this Agreement in accord with the terms of the Settlement Act, this Agreement, the Conduit Exemption License, rights-of-way granted by the Secretary, and the Implementing Agreement as to the parties thereto. No rights or obligations between or among the Parties shall remain in effect pursuant to the following documents: (A) Agreement dated June 4, 1894, between the Escondido Irrigation District and the Potrero Band or Village of Mission Indians; (B) Memorandum of Agreement dated February 2, 1914, between the United States, for and on behalf of the Rincon Indians, and the Escondido Mutual Water Company; (C) Agreement dated June 28, 1922, between William G. Henshaw and the United States by the Secretary of the Interior for the Indians of the Rincon and Pala Reservations; and (D) any permit or license issued prior to the Effective Date by FERC other than the Conduit Exemption License.

(2) Pursuant to section 109(b) of the Settlement Act, the Secretary has determined that the Indian land or other land subject to the authority of the Secretary, as described in Exhibit G Maps attached as Exhibit B to this Agreement, is used, or may be useful, in connection with the operation, maintenance, repair, replacement, or use of the Local Water System. The La Jolla, Rincon and San Pasqual Bands have agreed in the Implementing Agreement

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to provide the necessary approvals for the Secretary's exercise of authority pursuant to section 109 of the Settlement Act. The Secretary recognizes existing rights-of-way or other interests in Indian land and other federal land subject to the authority of the Secretary (collectively, "authorizations") that are necessary to operate the Local Water System, and will take the following steps:

(A) The Secretary has conducted a preliminary review to verify the validity of existing authorizations, including FERC authorizations, for known and existing facilities of the Local Water System ("facilities"). The Secretary agrees to complete a final review of such known and existing authorizations that will include the identification of any known and existing facilities found to be beyond the scope of existing authorizations. The Secretary will make every effort to complete this verification process within six months of the execution of this Agreement. The Secretary will produce a map showing the locations of all existing facilities and authorizations addressed in this sub-section, and will issue or produce other documentation confirming the authorizations for all known and existing facilities.

(B) For any known and existing facilities identified through the verification process described in (i) as beyond the scope of existing authorizations, the Secretary will consult with the Bands and the Local Entities regarding a process to review such facilities and, consistently with applicable federal law and regulation, take necessary steps to bring them under a valid authorization. The Secretary will make

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every effort to complete any process(es) under this sub-section within one year of the execution of this Agreement.

(C) For the purposes of this Agreement, the San Pasqual Undergrounding Project will be treated as known and existing and the Secretary will make every effort to complete any process(es) under this subsection within one year of this Agreement.

(D) For any unknown facilities that are identified after completion of, and that were not reviewed during, the processes described in (A) or (B), the Secretary will review such unknown facilities using the processes described in (A) and (B). The Secretary will complete any process(es) under this sub-section as expeditiously as possible.

(3) The Local Entities and the Bands will consult with the Secretary regarding all future proposed changes or new actions on Indian land or other federal land subject to the authority of the Secretary prior to commencing such changes or actions. The Secretary, in coordination with the Bands and the Local Entities, will determine whether future proposed changes or new actions are within the scope of existing, valid authorizations. For those future proposed changes or new actions requiring new authorizations, the Secretary will comply with all applicable federal laws and regulations in reviewing proposed authorizations for such changes or actions.

(4) The Parties agree that such exercise of authority by the Secretary shall be effective upon the satisfaction of the conditions set forth in section 104 of the Settlement Act.

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(5) Since the terms and conditions of the Settlement Act and the Implementing Agreement as to the parties thereto provide adequate consideration and protection for the use of the above mentioned rights-of-way and other interests in tribal land and other federal land subject to the authority of the Secretary, no fees or other conditions are required or shall be imposed, unless required by federal law or regulation, with respect to existing facilities and uses verified in accordance with (2)(A), (2)(B), and (2)(C) of this section, except that individual Indians or allottees whose land is subjected to a lease, grant or title transfer of rights-of-way and other property interests by the Secretary shall be entitled to receive just compensation. However, any payment of such compensation shall be made by the Indian Water Authority and no additional consideration or compensation shall be due from the Local Entities for the use of such allotted or individually owned land.

6.2 The Secretary shall take the steps, consistent with federal law, regulation, and the trust relationship, including the principle of working to avoid or resolve conflicts to the maximum extent possible in a manner that accommodates and protects trust and restricted fee lands, trust resources, and treaty and similarly recognized rights as she may deem necessary or appropriate to support implementation of paragraph (1) of this section.

6.3 By waiving and releasing its claims in the pending federal district court and FERC proceedings, as stated in section 10.0 of this Agreement, and by satisfying the claims asserted by the Local Entities in those proceedings, as also stated in section 10.0 of this Agreement, the United States recognizes and agrees that the Local Entities retain the land and water rights at issue in the proceedings described in Section 10 of this

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Any dispute concerning this Agreement, or claimed breach thereof, may be brought by any Party to the United States District Court for the Southern District of California pursuant to its continuing jurisdiction in the consolidated actions in Rincon Band of Mission Indians v. Escondido Mutual Water Company, Civ. Nos. 69-217-S, 72-271-S, and 72-276-S, solely to interpret and enforce the provisions of this Agreement.

12.0 EFFECTIVE DATE

This Agreement takes effect only if the following:

- (1) The Agreement is signed by the Secretary of the Interior, the Attorney General or his designee, the Tribal Chair of each of the five Bands pursuant to the appropriate approval by the Council of each of the Five Bands, the Mayor of Escondido, the President of the Vista Irrigation District Board, and by the President of the Indian Water Authority;
- (2) Federal legislation consistent with the understanding of the parties is enacted and ratifies this Agreement; and
- (3) the requirements of Paragraph 6.1(2)(A), 6.1(2)(B), and 6.1(2)(C) of this Agreement and Section 104 of Title I of Public Law 100-675 are satisfied, and all rights-of-way and other land rights subject to the authority of the Secretary which are used, in connection with the operation, maintenance, repair or replacement of the Local Water System are authorized and in place.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below:

**The signature of John [redacted]den, Assistant Attorney General, is effective if and only if the 114th Congress enacts legislation substantively identical to the language agreed upon by the parties dated 11-25-14, which is attached to this document as Exhibit C.

UNITED STATES OF AMERICA

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By: Sally Jewell DATE: DEC 22 2014
Secretary of the Interior *

By: [Signature] DATE: 1/30/2015
Attorney General or his designee **

SAN LUIS REY RIVER INDIAN WATER AUTHORITY

By: [Signature] DATE: 12/15/14

LA JOLLA BAND OF MISSION INDIANS

By: [Signature] DATE: 12-5-14

RINCON BAND OF MISSION INDIANS

By: [Signature] DATE: 12-5-14

SAN PASQUAL BAND OF MISSION INDIANS

By: [Signature] DATE: 12-5-14

* "The above signature of the Secretary of the Interior is effective if and only if the 114th Congress enacts legislation substantively identical to the language agreed upon by the parties, dated 11-25-14, which is attached to this document as Exhibit C."

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PAUMA BAND OF MISSION INDIANS

By: *Randall G. Majel* DATE: 12-5-14

PALA BAND OF MISSION INDIANS

By: *[Signature]* DATE: 12/8/14

CITY OF ESCONDIDO

By: *Sam Albeck* DATE: 12/5/14
Mayor

By: *Diane Halverson* DATE: 12-8-14
City Clerk

Approved as to form by: *[Signature]* DATE: 12-8-14
City Attorney

Approved as to form by: *Donald Lynch* DATE: 12-8-14
Special Counsel

VISTA IRRIGATION DISTRICT

By: *[Signature]* DATE: 12-8-14
President, Board of Directors

By: *[Signature]* DATE: 12/8/14
General Manager

By: *[Signature]* DATE: 12/8/14
Board Secretary

Approved as to form by: [Signature] DATE: 12/8/14
Special Counsel

By: [Signature] DATE: 12/8/14
Director

By: [Signature] DATE: 12/3/14
Director

By: [Signature] DATE: 12/8/14
Director

By: [Signature] DATE: 12/08/2014
Director

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Exhibit 3 – Deposit of Estimated Damages or Compensation

For the reasons outlined below, the Applicants take the position that compensation for the rights-of-way for the San Pasqual Undergrounding Project is provided for by the terms of the Settlement Act, the Settlement Agreement, and the Implementing Agreement, and therefore request that the BIA and the Secretary waive any additional compensation requirement for the rights-of-way that are the subject of this application.

Section 5.C of the December 8, 2014 Implementing Agreement provides for the San Pasqual Undergrounding Project. Sections 6.1(2) and 12.0(3) of the Settlement Agreement recognize that the San Pasqual Undergrounding Project is an integral component of the Settlement Agreement.

Compensation for the rights-of-way for the San Pasqual Undergrounding Project is provided for by the terms of the Settlement Act, the Settlement Agreement, and the Implementing Agreement.

Section 5.A of the Implementing Agreement provides that "the consideration provided in the Settlement Act, the Settlement Agreement, and this [Implementing] Agreement is provided in lieu of all, past present and future annual charges or other fees under section 10(e) of the Federal Power Act, [16 U.S.C. §803(e)], and under any other applicable law, for the Local Entities' use, as part of the Local Water System, of certain designated rights-of-way on tribal land within the Reservations and other federal lands subject to the authority of the Secretary."

Section 5.B of the Implementing Agreement provides that "the terms and conditions of the Settlement Act, the Settlement Agreement and this [Implementing] Agreement provide for the adequate protection and utilization of the Reservations consistent with the requirements of section 4(e) of the Federal Power Act [16U.S.C. §797(e)] and any other applicable law that that no other conditions are required or shall be imposed."

In return for the benefits accruing to the San Pasqual Band of Mission Indians from the San Pasqual Undergrounding Project and from the Settlement as set forth above, the San Pasqual Band agrees to cooperate with and support Escondido and Vista in the implementation of the San Pasqual Undergrounding Project. In addition, the San Pasqual Band agrees to consent to the grant of rights-of-way required by section 12.0(3) of the Settlement Agreement.

In view of the foregoing compensation provisions for the San Pasqual Undergrounding Project, Section 6.1(5) of the Settlement Agreement provides that no other fees or other consideration should be required or imposed. (Section 6.1 of the Settlement Agreement has been attached as Exhibit 1.B.)

Accordingly, the Applicants request that the BIA and the Secretary waive any additional compensation requirement for the rights-of-way that are the subject of this application.

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Exhibit 4 – Evidence of Authority of Officers to Execute Papers

Evidence of the authority for the Officers of the City of Escondido to execute papers is attached hereto as Exhibit 4.A.

Evidence of the authority for the Officers of the Vista Irrigation District to execute papers is attached hereto as Exhibit 4.B. In particular, see section 3(c) on page 4 of the Vista Resolution.

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RESOLUTION NO. 2015-198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING A RIGHT-OF-WAY APPLICATION TO THE UNITED STATES DEPARTMENT OF INTERIOR FOR THE SAN PASQUAL UNDERGROUNDING PROJECT

WHEREAS, the City of Escondido is a signatory to the December 2014 Settlement Agreement between the United States, the Vista Irrigation District, the San Luis Rey Indian Water Authority, and the La Jolla, Rincon, Pala, Pauma and San Pasqual Bands of Mission Indians; and

WHEREAS, the Settlement Agreement provides the framework for the ongoing supply of local water through the Escondido Canal which transports water across portions of the La Jolla, Rincon and San Pasqual Reservations and federal and private lands to Lake Wohlford; and

WHEREAS, certain activities are necessary to implement the provisions of the Settlement, among which is a project ("Project") to underground portions of the Escondido Canal on the San Pasqual Indian Reservation, which requires the grant of new rights-of-way across a portion of the San Pasqual Reservation for the installation, operation and maintenance of the pipeline and related access roads; and

WHEREAS, the Project requires application to the United States Department of Interior, Bureau of Indian Affairs for the necessary rights-of-way, and may also require application to the Bureau of Land Management for similar rights of way, and such entities require evidence of authority of certain officials to executed application-related documents on behalf of the City of Escondido.

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

1. That the above recitations are true.
2. The City Council of the City of Escondido hereby authorizes either the City Manager or the Director of Utilities, or their designees, to execute an application and all other necessary and appropriate documents to make application for the rights-of-way for the above referenced Project, as may be required by the United States Department of Interior, Bureau of Indian Affairs or Bureau of Land Management, subject to approval as to form by either the City Attorney, or his designee.

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PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 18th day of November, 2015 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MASSON, MORASCO, ABED
NOES : Councilmembers: NONE
ABSENT : Councilmembers: NONE

APPROVED:



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



DIANE HALVERSON, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2015-198

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RESOLUTION NO. 14-32

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT:

(1) APPROVING THE IMPLEMENTING AGREEMENT AND SETTLEMENT AGREEMENT TO RESOLVE THE SAN LUIS REY RIVER WATER RIGHTS LITIGATION AND RELATED DISPUTES BETWEEN THE DISTRICT AND CITY OF ESCONDIDO, ON THE ONE HAND, AND THE UNITED STATES, THE SAN LUIS REY RIVER INDIAN WATER AUTHORITY AND THE LA JOLLA, RINCON, SAN PASQUAL, PAUMA AND PALA BANDS OF MISSION INDIANS, ON THE OTHER; AND

(2) AUTHORIZING THE FILING OF PLEADINGS AND TAKING OTHER ACTIONS TO CONCLUDE THE SAN LUIS REY RIVER WATER RIGHTS LITIGATION AND RELATED DISPUTES

WHEREAS, beginning in approximately 1875, the United States took action to set aside Indian Reservations for the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians (collectively, the "Bands") along or in the vicinity of the San Luis Rey River; and

WHEREAS, since approximately 1922, the District and its predecessors have impounded the water originating in the upper portion of the San Luis Rey River watershed behind Henshaw Dam in Lake Henshaw. Lake Henshaw has been used by District, the City of Escondido ("Escondido"), and their respective predecessors to store runoff from the watershed above Henshaw Dam for subsequent release. Henshaw Dam further allowed carryover storage from wet years through periods of drought. Since approximately 1926, a portion of the water diverted through the Escondido Canal and the Bear Valley Power Plant has been delivered to the District's service area; and

WHEREAS, in 1924, the Federal Power Commission (now the Federal Energy Regulatory Commission, or "FERC") issued a license for some of the District and Escondido facilities conveying San Luis Rey River water that, among other things, authorized the use of federal and Bands' lands for those facilities; and

WHEREAS, the District owns Lake Henshaw and the Warner Ranch surrounding Lake Henshaw. Since the early 1950's, the District, in conjunction with Escondido, has pumped groundwater from the Warner Basin underlying the Warner Ranch and stored the pumped water in Lake Henshaw for release into the San Luis Rey River and diversion into a facility known as the Escondido Canal; and

WHEREAS, the United States facilitated the diversion and use of the waters of the San Luis Rey River by the District and Escondido, and the use of tribal lands of the Bands and federal lands administered by the Bureau of Land Management for the conveyance of that water from the San Luis Rey River to the service areas of the District and Escondido; and

WHEREAS, the waters of the San Luis Rey River are insufficient to supply the needs of the Bands, on the one hand, and the District and Escondido, on the other; and

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WHEREAS, the Bands initiated litigation in the United States District Court for the Southern District of California against the District and Escondido to determine, among other things, respective rights of the Bands and District and Escondido to certain waters of the San Luis Rey River, and related matters among the same parties have been contested before FERC (collectively, the "Water Rights Litigation"); and

WHEREAS, the United States joined in the Water Rights Litigation on behalf of the Bands; and

WHEREAS, recognizing that the federal government granted conflicting water rights or access to water of the San Luis Rey River to the Bands, on the one hand, and to the District and Escondido, on the other, Congress enacted the San Luis Rey Indian Water Rights Settlement Act, Title I of Public Law 100-675, as amended, in 1988 to provide for the resolution of the disputes that were the subject of the Water Rights Litigation (the "Settlement Act"); and

WHEREAS, the Settlement Act was amended in 2000 by adding subsection 106(f), which directs the Secretary of the Interior, acting through the Commission of Reclamation, to fulfill the United States' trust responsibility to the Bands, by furnishing annually to the Bands, the District and Escondido both: (a) a permanent supply of up to 16,000 acre-feet of the water conserved by lining certain unlined portions of the water conveyance facility known as the All-American Canal and its Coachella branch; and (b) a permanent supply of power capacity and energy at no cost and at no further expense to the United States, the Bands, the District and Escondido in an amount sufficient to convey the water conserved from Lake Havasu through the Colorado River Aqueduct to the places of use on the Reservations and the service areas of the District and Escondido; and

WHEREAS, the Bands, the District and Escondido have entered into agreements with the United States and other parties that provide for the permanent delivery by the Secretary of the Interior of up to a maximum of 16,000 acre-feet per year of water to the Indian Water Authority for the benefit of the Bands, and to the District and Escondido; and

WHEREAS, section 4 of the Settlement Act states that the delivery of water and power under that legislation shall take effect only when the Bands, the United States, the District and Escondido have entered into a settlement agreement providing for the complete resolution of all claims involved in the Water Rights Litigation, and stipulated judgments or other appropriate final dispositions have been entered in the Water Rights Litigation; and

WHEREAS, the Bands, the San Luis Rey River Indian Water Authority, the District and Escondido have jointly prepared that certain written agreement entitled "Implementing Agreement Among the City of Escondido, California, on its Behalf and the Successor to the Escondido Mutual Water Company, the Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians Pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675, as amended," a copy of which is attached hereto as Exhibit "A" (the "Implementing Agreement") to resolve their disputes and satisfy in part the requirements of section 104 of the Settlement Act; and

589 044 Y17

WHEREAS, on April 25, 2012, the District Board of Directors approved the Implementing Agreement in principle, and directed District staff and legal counsel to work with representatives of the Bands and the United States to finalize the Implementing Agreement and other instruments and actions to resolve the Water Rights Litigation in a manner consistent with the Implementing Agreement and the Settlement Act; and

WHEREAS, on September 25, 2012, FERC issued a CONDITIONAL ORDER GRANTING EXEMPTION FROM LICENSING (CONDUIT), ACCEPTING SURRENDER OF LICENSE, AND DISMISSING RELICENSE APPLICATION for FERC Project 176, which order was conditioned, among other things, upon "Escondido and Vista having filed documentation of execution of the Settlement Agreement and proof of receipt of the necessary rights-of way from Interior"; and

WHEREAS, the United States, San Luis Rey River Indian Water Authority, the District, Escondido and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians have jointly drafted the "Settlement Agreement Between the United States and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians and the San Luis Rey River Indian Water Authority and the City of Escondido and Vista Irrigation District," a copy of which is attached hereto as Exhibit "B" (the "Settlement Agreement") to implement in part the provisions of section 104 of the Settlement Act; and

WHEREAS, the District, Escondido, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians mutually desire to enter into the Implementing Agreement and (along with the United States) to enter into the Settlement Agreement for the complete resolution of all claims, controversies and issues involved in all of the Water Rights Litigation, and to satisfy the requirement of paragraph (1) of section 104 of the San Luis Rey Indian Water Rights Settlement Act; and

WHEREAS, the District's approval of the Implementing Agreement and the Settlement Agreement is categorically exempt from the requirements of the California Environmental Quality Act, Public Resources Code section 21000, *et seq.* ("CEQA"), under §§ 15307 and 15308 of the State CEQA Guidelines, 15 Cal. Code Regs. 15000, *et seq.*, on the grounds that entering into the Implementing Agreement and the Settlement Agreement will avoid the need for the construction of major new water conveyance facilities in sensitive areas, and reduce the need for importation of scarce water supplies from northern California, such that the approval of the Implementing Agreement and the Settlement Agreement constitute acts by the District, as a water regulatory agency, for the protection of natural resources (i.e., water) and for the protection of the environment.

NOW, THEREFORE, the Board of Directors of the Vista Irrigation District hereby resolves as follows:

Section 1. The Implementing Agreement, substantially in the form attached hereto as Exhibit "A" is hereby approved, and the President and Secretary are hereby authorized to execute the Implementing Agreement, subject to final approval by the District's General Manager, and subject to approval as to form by District's special Water Rights counsel.

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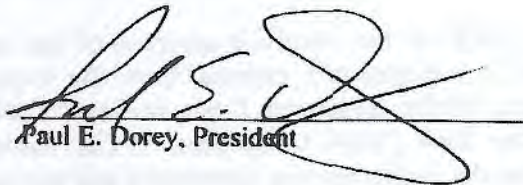
Section 2. The Settlement Agreement, substantially in the form attached hereto as Exhibit "B" is hereby approved, and the President and Secretary are hereby authorized to execute the Implementing Agreement, subject to final approval by the District's General Manager and approval as to form by District's special Water Rights counsel.

Section 3. District officers, staff, general counsel and/or special Water Rights counsel are hereby authorized to take the following actions: (a) to file such pleadings and other documents in the Water Rights Litigation as are necessary to cause the dismissal or similar termination of the Water Rights Litigation; (b) to represent to the court in the Water Rights Litigation that the District understands and agrees with the terms of the Implementing Agreement and Settlement Agreement, that the District validly exercised its governmental powers to be bound by such terms, and that the District has received adequate legal representation in reaching that conclusion; and (c) to take such other actions as are consistent with this Resolution to implement the Implementing Agreement and Settlement Agreement, and conclude the Water Rights Litigation.

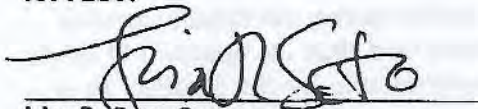
Section 4. The District staff is hereby authorized and directed to file a notice of exemption under CEQA with respect to the approval of the Implementing Agreement and the Settlement Agreement.

PASSED and ADOPTED at a special meeting of the Board of Directors of the Vista Irrigation District held on December 8, 2014, by the following roll call vote:

AYES:	Director Miller, Vásquez, Franklin, MacKenzie, and Dorey
NOES:	None
ABSTAIN:	None
ABSENT:	None


Paul E. Dorey, President

ATTEST:


Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

589 044 Y17

Exhibit 5

Project Description San Pasqual Undergrounding Project

November 23, 2015

OVERVIEW

The City of Escondido (City) and the Vista Irrigation District (VID) are jointly undertaking the San Pasqual Undergrounding Project (SPUP, or Project). The Project proposes the removal, relocation, and replacement with a covered canal or underground pipeline most or all of that portion of the Escondido Canal and its appurtenant structures, facilities, and rights-of-way that currently occupy land within and adjacent to the San Pasqual Indian Reservation (approximately two and a half miles, see Figure 1). It is envisioned that a new desilting basin will be constructed near the northern boundary of the San Pasqual Indian Reservation (SPIR, or Reservation), and that approximately 2,200 feet of the canal downstream of that desilting basin will either be replaced with a shallowly covered pipeline in its existing alignment, or refurbished and outfitted with a removable cover, also in its existing alignment. At that point, the Project proposes to divert the flow of the Canal into a buried 56-inch diameter pipeline in a new alignment, approximately 1,030 feet in length, to the western boundary of the Reservation. This underground pipeline will continue, in private easements and in the public right-of-way, for an additional 7,100 feet in a new alignment, where it rejoins the existing canal alignment off of the Reservation. The Project includes the removal of approximately 2 miles of canal that are dewatered when the Project is complete, and the reclamation of the land formerly occupied by the canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required.

The Project will be designed to convey without pumping 55 cubic feet per second (cfs) of water that has been diverted from the San Luis Rey River and delivered approximately 10 miles through the Escondido Canal to the northern boundary of the SPIR, where the Project begins. At the Project terminus, this flow is once again carried by the existing Escondido canal, which conveys the water an additional 7,300 feet to discharge it into Escondido Creek immediately upstream from Lake Wohlford.

Water stored in Lake Wohlford is released for delivery to the Escondido-Vista Water Treatment Plant. There it is blended with water imported by the San Diego County Authority and treated prior to delivery to the customers of the City of Escondido and the Vista Irrigation District. While the Rincon Indian Reservation has also historically received a portion of the waters diverted into the Escondido Canal, the newly approved San Luis Rey Indian Water Rights

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Settlement Agreement provides for the delivery of Escondido Canal water to any of the five Indian bands that are parties to the settlement, including the La Jolla, Rincon, Pauma, Pala, and San Pasqual Bands of Mission Indians. The completion of the San Pasqual Undergrounding Project is a requirement under the terms of San Luis Rey Indian Water Rights Settlement Agreement.

PROJECT DESCRIPTION

The San Pasqual Undergrounding Project consists of the following major components: 1) new desilting basin; 2) desilting basin access road; 3) refurbished canal; and 4) new 56-inch pipeline. After the new facilities are operational, the Project will include the reclamation of those portions of the Escondido canal that will remain dewatered. These components are further described as follows.

New Desilting Basin

While the Escondido Canal contains several siphons, tunnels and flumes, for most of the 10 miles of its run prior to reaching the SPIR, the Escondido Canal flows as a concrete or rock lined open canal, situated on a narrow bench following contours of elevation along the steeply sloped canyons of San Luis Rey River and one of its tributaries, Paradise Creek. The Escondido Canal is therefore susceptible to collecting rock, sand, silt, and floating debris which needs to be removed at points along its alignment in order to prevent the degradation of its flow capacity. This is particularly important upstream of significant covered reaches of the canal, where access for debris removal may be limited. Hence the construction of a new desilting basin is considered a vital element of the San Pasqual Undergrounding Project.

Immediately upstream of the desilting basin, the canal will be modified to provide a side spill weir, about 20 feet in length, to prevent the overtopping of the canal in the event of downstream flow obstruction. An emergency release slide gate valve will also be provided in this area to allow the diversion of the canal flow in the event of emergencies. The discharge of both the weir and the emergency release valve, as well as appurtenant drain lines from the desilting basin itself, will be directed to the natural drainage channel running through the desilting basin site within the SPIR. Erosion control measures, most likely rip-rap, will be used at the point of discharge to prevent the erosion of the natural drainage channel.

The desilting basin will be a reinforced concrete structure, up to 20 feet in width, and 50 to 80 feet in length. It will consist of two parallel settling basins, each 8-10 feet wide and 40 to 60 feet long, with automated valving to allow the cleaning of one basin while the other basin remains in service. The floor of each basin will begin at about 4 feet of depth, matching the upstream canal invert, and slope to a bottom depth of 8 to 12 feet below grade, allowing the accumulation of settleable material. At the end of each basin, an automated bar-screen mechanism will remove large floating debris.

Accumulated gravel, sand and silt will typically be removed from each basin by a vector truck and hauled away for off-site disposal. The basin design will allow for the use of a small front-end loader or back hoe to enter each basin and remove excessive debris. Floating debris collected by the bar-screen mechanism will be loaded onto a truck for off-site disposal as well.

589 044 Y17

The desilting basin will be equipped with instrumentation to allow offsite canal operators to monitor basin status, remotely operate valves, and respond when conditions warrant attention.

All of the facilities for the new desilting basin, except for the access road described below, will be located within the existing 100-foot right-of-way for the Escondido Canal, and no new rights-of-way are being sought. The vast majority of the desilting basin facilities will be located on the SPIR, but is it possible that some canal improvements and the side spill weir could be located within existing canal right-of-way to the north of the Reservation boundary. The existing canal bench is presently 15 to 20 feet wide in this vicinity. It is anticipated that some earthwork will be necessary within the existing canal right-of-way to widen the canal bench to accommodate both the new facilities and vehicle turn-around. Crib walls or other slope stabilization may be required. Excess material excavated from the site may be stockpiled off site as fill material for the abandoned canal reclamation phase of the Project.

Desilting Basin Access Road

As shown in Figure 1, access to the desilting basin will be from Oos Place, an existing paved road on the SPIR. A new, paved, all-weather access road will be constructed westward from Oos Place through gently sloping previously disturbed land to the top of the slope 60 to 80 feet above the canal bench. At this point, the access road will curve to the north and a bench for the new access road will be excavated in the slope to provide a maximum allowable slope for all weather equipment access to the desilting basin site. Crib walls or other slope stabilization will be required, and the design will accommodate stormwater runoff.

A small permanent material stockpile yard, approximately 50 feet by 70 feet, will be located adjacent to the access road at the top of the slope above the canal. This fenced yard will be used for temporary material stockpile of debris removed from the desilting basin during episodes of excessive material transport within the canal (as during a storm after a fire). A 5,000 gallon water tank may be located within this yard to provide utility water to support desilting basin operations. Water for this reservoir will be pumped from the canal product, and will not be potable.

All of the desilting basin access road will be located on the SPIR. The existing Escondido Canal rights-of-way include access rights-of-way on East Canal Road. New rights-of-way are necessary for travel along northward on Oos Place for 1,625 feet (see ROW application Exhibits 2.C and 2.D). New rights-of-way are also necessary for the stockpile yard, and to construct the new access road west from Oos Place and north to the desilting basin, some 811 feet (see ROW application Exhibits 2.E and 2.F).

Refurbished Canal

As shown in Figure 1, the 2,200 feet of existing canal that is south of the desilting basin and north of Tokama Place will be refurbished. Engineering studies are presently underway to assess the hydraulic and economic viability of alternatives for this portion of the Project. Two major alternatives are presently under consideration: 1) the placement of a shallowly buried (6 to 12 inches of cover) flexible pipeline largely within the existing canal cross-section; and 2) the replacement or refurbishment of the existing concrete canal lining and the placement of a removable cover over the canal to prevent the entry of debris and/or personnel. Under both scenarios, two existing small flumes will either be reconstructed (due to age and condition) or

589 044 Y17

replaced with short buried siphons. The existing canal within this reach has 2 to 3 inches of concrete lining in a trapezoidal cross section. The base of the trapezoid is about 4 feet wide and the top of the trapezoid is generally 6 to 7 feet wide. The existing canal is about 4 feet deep throughout.

The Escondido Canal has an existing 100-foot wide right of way in this section of the Project, and no new rights-of-way are being sought. After the new Project facilities are constructed and the abandoned portions of the canal are reclaimed, the right-of-way for this portion of the project will be reduced to 50 feet in width. The entire reach of the canal being refurbished in this Project is within the SPIR.

New 56-inch Pipeline

At the southern end of the refurbished canal, a new buried 56-inch pipeline will be constructed in a new alignment to the west of the existing canal, as shown in Figure 1. The total length of the new pipeline alignment will be about 8,200 feet, and it results in the abandonment of about 10,700 feet of existing canal. Four pipeline stub-outs (12-inch blind flange fitting) will be provided for the potential future use of the San Pasqual Band, as shown in Figure 1. At its southern end, the new 56-inch pipeline will re-enter the existing canal right-of-way and connect to the existing canal tunnel at the high point of Lake Wohlford Road.

The new pipeline is proposed to be concrete mortar lined and coated welded steel construction. As a gravity conveyance facility, it will be designed for low pressure service, with the steel thickness probably governed by handling considerations. The typical trench cross section will be 10 feet wide by 10 feet in depth, resulting in 4 to 5 feet of cover over the pipe. Pending a corrosion analysis, a passive cathodic protection system is likely. Access ports for cleaning and maintenance will be provided.

From the point where it leaves the existing canal right of way to the western Reservation boundary, a new 30-foot wide pipeline right-of-way will be necessary (see ROW application Exhibits 2.A and 2.B). This new pipeline right-of-way extends southwesterly from the existing canal in Tokama Place to North Canal Road, where it extends northwesterly to the western Reservation boundary.

At this point, the pipeline crosses onto private lands, and a new 30-foot easement across those lands will be obtained. The necessary private easements extend south about 780 feet, and west about 1,320 feet where the pipeline enters the public right-of-way held by the County of San Diego for Lake Wohlford Road. The pipeline continues south in Lake Wohlford Road for about 5,040 feet where it re-enters the existing canal right-of-way at the southern terminus of the Project. Excess material excavated from the pipeline trench may be stockpiled off site as fill material for the abandoned canal reclamation phase of the Project

Existing Canal to be Removed and Reclaimed

As discussed above, the construction of the new 56-inch pipeline will result in the abandonment of about 10,700 feet of existing canal, including 3 flume sections. Once the new Project facilities are operational, the Project will include the removal of these flume sections and the reclamation of the abandoned canal right-of-way within the SPIR. The concrete lining may be removed and

hauled away, or pulverized and used as fill. Natural ground contours will be restored, and natural drainage pathways will be reestablished. To the extent that extra material is needed to fill the abandoned canal cross section, excess material stockpiled from earlier phases of project construction will be utilized. If more material is needed, it will be obtained from off-site sources.

Much of the abandoned canal alignment is lined with mature oak trees. As part of the NEPA and CEQA analysis of the Project, an assessment will be made whether measures are necessary to assure the continued health of these oaks once the canal is abandoned. Other environmental mitigations may also be considered.

Of the 10,700 feet of abandoned canal, approximately 6,000 feet of that is located on the SPIR, and the remaining 4,700 feet is located in private easements. No new rights-of-way are necessary to reclaim the abandoned portions of the canal, and once the abandoned portions of the canal on the SPIR have been reclaimed, the existing 100-foot canal right-of-way across the SPIR will be quitclaimed back to the United States.

ALTERNATIVES

As part of a 2010 Feasibility Study, five different pipeline alignment alternatives were considered (see Black & Veatch Figure 2-1, attached), and Alternative C was identified as the most feasible alternative with respect to constructability, impacts to cultural and biological resources, and cost. This alternative was presented to the Business Committee, staff and General Council of the San Pasqual Band of Mission Indians, and on October 9, 2011, the General Council voted to affirm this Alignment C. This alignment has been adopted as the preferred alignment of the San Pasqual Undergrounding Project presented in this Project Description.

As discussed above in the description of the refurbished canal element of the project, alternatives are presently under consideration regarding the configuration of this project element, whether it will be constructed as a shallowly buried pipeline or a refurbished and covered canal reach.

Finally, while not presented as part of the present Right-of-Way Application, the ongoing engineering feasibility and environmental review efforts for the Project include an alternative location for the desilting basin that is situated about 200 feet north of the northern boundary of the San Pasqual Indian Reservation.



February 13, 2017

Ms. Amy Dutschke, Regional Director
Pacific Regional Office
Bureau of Indian Affairs
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

**Subject: Administrative Modifications to Grants of Right-of-Way
San Pasqual Indian Reservation, Tracts T5010 and T5011
Grant Identification Nos. 5893770010 and 5893750598
Grant Recording Nos. 589 045Y17 and 589 044Y17**

Dear Ms. Dutschke:

The City of Escondido and the Vista Irrigation District (the Applicants) hereby request that administrative modifications (as provided under 25 CFR 169.204(b)) be made to the Grants of Right-of-Way issued by the Bureau of Indian Affairs (Grant Identification Nos. 5893770010 and 5893750598, recorded as 589 045Y17 and 589 044Y17, respectively) to correct discrepancies between those Grants and the Applicants' Right-of-Way Application. The Applicants believe the requested changes are not "material" under 25 CFR 169.204(a). The specific changes being requested are described as follows:

Grant 5893770010 – Right-of-Way for Pipeline Purposes (Recording 589 045Y17)

The Applicants request that the last line of the first paragraph be modified to strike the text indicated in red strike-out below:

“...being a portion of the San Pasqual Indian Reservation lying within Sections 15, ~~22 and 23~~, Township 11 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California.”

The Applicants request that the entries in the first page of the “Supporting Documents” portion of the grant be modified as indicated in red strike-out and underline below:

EXHIBIT 1.A Cover page, Page(s) 16, 90, 91, 92 of the 92 page Implementing Implementation Agreement

EXHIBIT 1.B Cover page, page(s) ~~6, 7, 8, 9, 10, 20, 21, 22 and 23~~ 2,3,4,5, of the ~~2310~~ page Settlement Agreement

[The Applicants note that the term “Implementation Agreement” was used in a different settlement document dated January 18, 2001, providing for the supplemental water from the Colorado River. The current settlement document uses the term “Implementing Agreement.”]

Grant 5893750598 – Right-of-Way for Access Purposes (Recording 589 044Y17)

The Applicants request that the first page header be modified to include T-5010 as indicated in red underline below:

Ms. Amy Dutschke, Regional Director
February 13, 2017
Page 2 of 3

“Tract Nos.: (589) T-5010 and (589) T-5011”

The Applicants request that the second paragraph be modified to add a reference to Exhibit 2.E as indicated in red underline below:

“This right-of-way is limited to and more particularly described to be 30' in width, 2,257.19 feet in length, and containing 1.55 acres ml., as shown on Exhibits 2.C, 2.D, 2.E, and 2.F, attached hereto, and made a part hereof.”

As with the previous Grant, the applicants request that the entries in the first page of the “Supporting Documents” portion of this grant be modified as indicated in red strike-out and underline below:

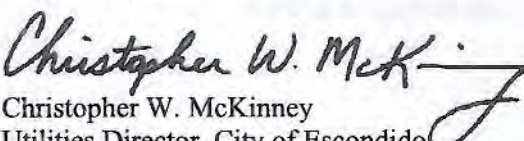
EXHIBIT 1.A Cover page, Page(s) 16, 90, 91, 92 of the 92 page Implementing Implementation Agreement


EXHIBIT 1.B Cover page, page(s) 6, 7, 8, 9, 10, 20, 21, 22 and 23 ~~2,3,4,5~~, of the ~~2310~~ page Settlement Agreement

Finally, the Applicants observe that page 21 of the Settlement Agreement, included in Exhibit 1.B in the Supporting Documents of both Grants, have signature blocks for the Attorney General and the Secretary that include an asterisked condition regarding legislation that is only partially legible as printed. On January 2 and 5, 2017, respectively, the Attorney General and the Secretary executed an Addendum to the Settlement Agreement in which they find that the condition noted by the asterisk on the original document has been satisfied and in which they deem their signatures on the Settlement Agreement and its Amendments to be effective (Addendum attached for reference). If the Bureau of Indian Affairs finds this Addendum to materially support their Grants of Right-of-Way, the Applicants request that this Addendum be attached as an additional Supporting Document to both Grants.

Thank you very much for your cooperation in this matter. If you have any questions regarding this request, please do not hesitate to contact us.

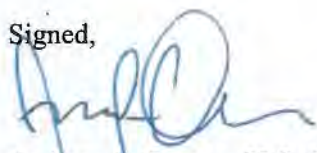
Very truly yours,


Christopher W. McKinney
Utilities Director, City of Escondido
(760) 839-4090


Don A. Smith
Director of Water Resources, VID
(760) 597-3168

I have reviewed the administrative modifications requested herein, and support the Applicant's request.

Signed,


Andrew A. Orosco, PLS, CFedS
Director, Planning/Survey
San Pasqual Band of Mission Indians

Ms. Amy Dutschke, Regional Director
February 13, 2017
Page 3 of 3

Attachment:

Addendum to Amendments to the January 30, 2015, San Luis Rey Settlement Agreement
Among the Bands, the Indian Water Authority, the Local Entities, and the United States

Email Distribution list:

United States

Kevin Bearquiver, BIA
Mervel Harris, BIA
John Rydzik, BIA
Stephen Simpson, DOI
Christopher Watson, DOI

San Pasqual Band of Mission Indians

Allen Lawson, Tribal Chair
David Toler, Councilman
Andrew Orosco, Director, Planning Department
Joseph R. Membrino, Special Counsel

San Luis Rey Indian Water Authority

Robert Peleyger, Special Counsel
Jeffrey Helsley, Engineering Consultant

City of Escondido

Jeffrey Epp, City Attorney
Donald Lincoln, Special Counsel
Angela Morrow, Deputy Director of Utilities / Construction and Engineering

Vista Irrigation District

Eldon Boone, General Manager
John Carter, Special Counsel

Others

Stephanie Zehren-Thomas, Special Counsel for the Rincon Band of Indians

**ADDENDUM TO
AMENDMENTS TO THE JANUARY 30, 2015,
SAN LUIS REY SETTLEMENT AGREEMENT AMONG
THE BANDS, THE INDIAN WATER AUTHORITY,
THE LOCAL ENTITIES, AND THE UNITED STATES**

The undersigned executed the “Amendments to the January 30, 2015, San Luis Rey Settlement Agreement Among the Bands, the Indian Water Authority, the Local Entities, and the United States” (“Amendments” to the “Agreement”) on August 26, 2016 on behalf of the United States.

Section 12.0(2) of the Agreement provides that the Agreement takes effect only if “Federal legislation consistent with the understanding of the parties is enacted and ratifies this Agreement.”

In addition, the United States’ execution of the Amendments is conditioned on timely passage of legislation, as follows:

The signatures on behalf of the United States are effective only if the 114th Congress enacts legislation substantively identical to the language which is attached to this document as Exhibit 1. Satisfaction of this condition is deemed to satisfy the condition on the signatures of the United States to the settlement agreement dated January 30, 2015.

Exhibit 1 of the Amendments contains proposed legislative language amending the San Luis Rey Indian Water Rights Settlement Act, Pub. L. No. 100-675, 100 Stat. 4000 (Nov. 17, 1988) (“1988 Act”).

The 114th Congress recently enacted the Water Infrastructure Improvements for the Nation Act (“WIIN Act”), which the President signed on December 16, 2016. Section 3605 of the WIIN Act, entitled “San Luis Rey Settlement Agreement Implementation,” amends the 1988 Act.

Section 3605 of the WIIN Act is largely but not entirely identical to Exhibit 1. The only substantive difference between Exhibit 1 and Section 3605 is that the latter, but not the former, amends section 105(b)(1) of the 1988 Act to provide that:

none of the funds made available by this section shall be available unless the Director of the Office of Management and Budget first certifies in writing to the Committee on Natural Resources of the House of Representatives and the Committee on Indian Affairs of the Senate that the federal budget will

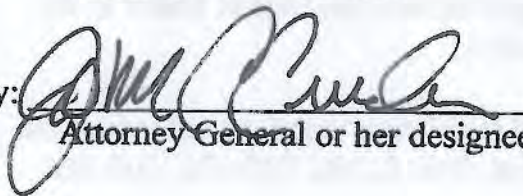
record budgetary outlays from the San Luis Rey Tribal Development Fund of only the monies, not to exceed \$3,700,000 annually, that the Secretary of the Treasury, pursuant to this section, allocates and makes available to the Indian Water Authority from the trust fund.

The parties all agree that Section 3605 satisfies the condition of Section 12.0(2) of the Agreement. After review of the sole substantive difference between Section 3605 and Exhibit 1, the United States has concluded that this difference will not frustrate the intent of the parties or pose any obstacle to fulfillment of the purposes for which the United States executed the Agreement.

Accordingly, the United States hereby deems the condition on the signatures of the United States on the Amendments, and thereby on the Agreement itself, to be satisfied by Section 3605. The signatures of the United States on both the Amendment and the Agreement itself are therefore deemed effective by this Addendum.

By: _____
Secretary of the Interior

Date: _____

By: 
Attorney General or her designee

Date: 1-2-2017

record budgetary outlays from the San Luis Rey Tribal Development Fund of only the monies, not to exceed \$3,700,000 annually, that the Secretary of the Treasury, pursuant to this section, allocates and makes available to the Indian Water Authority from the trust fund.

The parties all agree that Section 3605 satisfies the condition of Section 12.0(2) of the Agreement. After review of the sole substantive difference between Section 3605 and Exhibit 1, the United States has concluded that this difference will not frustrate the intent of the parties or pose any obstacle to fulfillment of the purposes for which the United States executed the Agreement.

Accordingly, the United States hereby deems the condition on the signatures of the United States on the Amendments, and thereby on the Agreement itself, to be satisfied by Section 3605. The signatures of the United States on both the Amendment and the Agreement itself are therefore deemed effective by this Addendum.

By: Sally Jewell
Secretary of the Interior

Date: JAN 05 2017

By: _____
Attorney General or her designee

Date: _____

record budgetary outlays from the San Luis Key Tribal Development Fund by only the amount, not to exceed \$1,700,000 annually, that the Secretary of the Treasury, pursuant to this section, allocates and makes available to the Indian Water Authority from the fund.

The parties all agree that Section 3605 satisfies the condition of Section 13.0(2) of the Agreement. A fair review of the sole substantive difference between Section 3605 and Exhibit 1, the United States has concluded that this difference will not frustrate the intent of the parties or pose any obstacle to fulfillment of the purposes for which the United States executed the Agreement.

Accordingly, the United States hereby deems the condition on the signature of the United States on the Amendment, and thereby on the Agreement itself, to be satisfied by Section 3605. The signature of the United States on both the Amendment and the Agreement itself are therefore deemed effective by this Amendment.

By:  Secretary of the Interior
Date: JAN 11 2023

By: _____ Attorney General or her designee
Date: _____

Recording Requested By:

RECEIVED
BUREAU OF INDIAN AFFAIRS
PACIFIC REGION

2017 JAN 12 PM 2:26

When Recorded, Mail To:

LAND TITLES & RECORDS
OFFICE

BUREAU OF INDIAN AFFAIRS
PACIFIC REGION
2017 MAY -9 PM 2:58
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OFFICE

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PACIFIC REGION**

Reservation: (589) San Pasqual
Identification No.: 5893770010
Tract No.: (589) T-5011

GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs (BIA), Department of the Interior, Pacific Regional Office, 2800 Cottage Way, Sacramento, California 95825, for and on behalf of the San Pasqual Band of Diegueno Indians, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated April 21, 2003, 230 DM 1 dated June 15, 2015, and 3 IAM 4 dated December 19, 2012 and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration the receipt of which is hereby acknowledged does hereby grant to the City of Escondido of 201 North Broadway, Escondido, California 92025 and Vista Irrigation District of 1391 Engineer Street, Vista, California, 92081, and its successors, here in after referred to as GRANTEE(S), an Easement for a right-of-way for the following specific purpose: an access road; over and across the land embraced within a right-of-way situated on the following described lands: being a portion of the San Pasqual Indian Reservation lying within Section 15, Township 11 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California.

This right-of-way is limited to and more particularly described to be 30' in width, 1,033.85 feet in Length, and containing 0.71 acres ml., as shown on Exhibits 2.A, 2.B, attached hereto, and made a part hereof.

This grant is subject to the following provisions:

1. The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and reserves the right of the tribe to reasonable access to the lands subject to the
2. grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety;
3. GRANTEE(S) has/have no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
4. BIA may treat any provision of a grant that violates Federal law as a violation of the grant;

Administrative correction(s) to "Grant of Easement, page 1" and to "Supporting Documents Attached Hereto for Recording Sheet" as requested by Grantor and Grantee on February 13, 2017. *LLS*

4. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and GRANTEE(S) must contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
5. GRANTEE(S) must:
 - (i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
 - (ii) Pay promptly, *(if applicable)* all damages and compensation, in addition to bond or alternative form of security made pursuant to § 169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;
 - (iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
 - (iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
 - (v) Comply with all applicable laws and obtain all required permits;
 - (vi) Not commit waste;
 - (vii) Operate, repair and maintain improvements consistent with the right-of-way grant;
 - (viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
 - (ix) Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;
 - (x) At all times keep the BIA, and the tribe for tribal land, informed of the grantee's address;
 - (xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;
 - (xii) Comply with due diligence requirements under § 169.105; and
 - (xiii) Notify the BIA, and the tribe for tribal land, if it files for bankruptcy or is placed in receivership.
6. Unless GRANTEE(S) would be prohibited by law from doing so, GRANTEE(S) must also:
 - (i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
 - (ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

This grant incorporates by reference the conditions or restrictions set out in GRANTOR's consents, attached here.

This grant may be assigned, GRANTOR must approve. Assignment must be submitted to BIA to be recorded with the Land, Title and Records Office.

This grant may not be mortgaged.

This grant is subject to any prior valid existing right or adverse claim and is for the term in perpetuity, so long as the right-of-way is used for the purpose above specified;

PROVIDED, that this right-of-way may be cancelled in whole or in part by the GRANTOR under negotiated remedies (25 CFR 169.403) or for any of the following causes upon 30 days written notice, and failure of the GRANTEE(S) within said notice period to correct the basis for cancellation (25 CFR 169.405):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE(S).

IN WITNESS WHEREOF, GRANTOR has executed this grant of right-of-way this day of December 8, 2016.

UNITED STATES OF AMERICA

Acting

BY *Manuel Ferris*
 Regional Director
 U.S. Department of the Interior
 Bureau of Indian Affairs
 Pacific Regional Office
 2800 Cottage Way
 Sacramento, CA 95825

Date: 12-19-16

BUREAU OF INDIAN AFFAIRS
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**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

RIGHT-OF-WAY APPLICATION

LANDOWNER NAME: United States in Trust for the San Pasqual Band of Diegueno Mission Indians of California

TRACT NUMBER: T5011

TRACT DESCRIPTION: Lots 5&10 of Sec. 15, Lots 1,2,3,4 of Sec. 22 and Lots 3,4,5,6, of Sec. 23, T11S, R1W, S.B.M.

COMES NOW THE APPLICANT(S), the **City of Escondido (Escondido) and the Vista Irrigation District (Vista)** this **23rd** day of **November, 2015**, who hereby petition(s) the Bureau of Indian Affairs and respectfully file under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application for rights-of-way **without limitation as to term of years** for the following purposes and reasons:

Pursuant to a settlement of longstanding litigation among the parties (including the United States, the San Pasqual Band of Mission Indians, Escondido and Vista), the Applicants require the grant of new rights-of-way across a portion of the San Pasqual Reservation: (1) for the installation, operation and maintenance of an underground pipeline (Pipeline ROW) on the San Pasqual Reservation outside the existing right-of-way for the Escondido Canal (which canal is, approximately, a 14-mile long water conveyance system which transports water across portions of the La Jolla, Rincon and San Pasqual Reservations and federal and private lands to Lake Wohlford in northern San Diego County, CA); and (2) an access road to the existing Escondido Canal traversing a portion of San Pasqual Reservation and Bureau of Land Management land (Access ROW). These rights-of-way are more particularly described in Exhibits 2.A through 2.F, attached hereto, and made a part hereof.

The Pipeline ROW shall be 1,033.85 feet in length, 30 feet in width, and approximately 0.71 acres in area, as shown in Exhibits 2.A and 2.B. The Access ROW shall be 2,257.19 feet in length, 30 feet in width, and approximately 1.55 acres in area, as shown in Exhibits 2.C through 2.F.

In addition, the Applicants shall be granted temporary permission to utilize approximately one acre of land north and east of the intersections of North Canal Road and Tokama for the purposes of staging material and equipment during construction activities.

These new rights-of-way are necessary to implement the San Pasqual Undergrounding Project (Project). This Project will modify and/or replace approximately 2.5 miles of the Escondido Canal in the vicinity of the San Pasqual Indian Reservation. A more complete description of the San Pasqual Undergrounding Project, how it modifies the Escondido

Canal, and how it impacts the San Pasqual Indian Reservation is attached in the Project Description included in Exhibit 5.

SAID APPLICANTS UNDERSTAND AND EXPRESSLY AGREE TO THE FOLLOWING STIPULATIONS:

1. To construct and maintain the rights-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the rights-of-way.

As described in Exhibit 3, the Applicants take the position that compensation for the rights-of-way for the San Pasqual Undergrounding Project is provided for by the terms of: the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675 (Settlement Act) as amended; the San Luis Rey Indian Water Rights Settlement Agreement Among the United States of America, The La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians, The San Luis Rey River Indian Water Authority, The City of Escondido, California and The Vista Irrigation District (January 30, 2015) (Settlement Agreement); and the December 8, 2014 Implementing Agreement Among the City of Escondido, Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675 as Amended (Implementing Agreement). The Applicants therefore request that the BIA and the Secretary waive any additional compensation requirement for the rights-of-way that are the subject of this application.

3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the rights-of-way are granted.
5. To clear and keep clear the lands within the rights-of-way to the extent compatible with the purpose of the rights-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
6. To take soil and resources conservation protection measures, including weed control, on the land covered by the rights-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the rights-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the rights-of-way.
9. That upon revocation or termination of the rights-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

- 11. That the Applicants will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the rights-of-way are granted.
- 12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANTS FURTHER STIPULATE AND EXPRESSLY AGREE AS FOLLOWS:

To conform and to abide by all applicable requirements with respect to the rights-of-way herein applied for. The Applicants agrees to conform to and abide by the rules, regulations, and requirements contained in the *Code of Federal Regulations*, Title 25 Indians, Part 169, as amended, and by reference includes such rules, regulations and requirements as a part of this application to the same effect as if the same were herein set out in full.

DATE: **November 23, 2015** (rev. 12/1/2016)

APPLICANTS: City of Escondido and the Vista Irrigation District

REQUIRED SUPPORTING DOCUMENTS:

- 1. (X) Written consent of landowner (ROW Form 94-7). *See Exhibit 1, attached.*
- 2. (X) Map (plats) of definite location (2 original mylars & 2 copies, See 25 CFR 169.6, 169.7, 169.8, 169.9, 169.10 and 169.11). *See Exhibits 2.A through 2.F, attached.*
- 3. (X) Deposit of estimated damages or compensation (See 169.4 and 169.14). *As described in Exhibit 3, attached, the Applicants take the position that compensation for the rights-of-way for the San Pasqual Undergrounding Project has been provided by other means, and no additional compensation is warranted.*
- 4. (X) Evidence of Authority of Officers to Execute Papers (ROW Form 94-4). *See Exhibit 4, attached.*
- 5. (N/A) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):
 - () a. State certified copy of corporate charter or articles of incorporation.
 - () b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.

ADDITIONAL SUPPORTING DOCUMENTS:

- 1. (X) Project Description, San Pasqual Undergrounding Project. *See Exhibit 5, attached.*

Exhibit 1 – Written Consent of the Landowner

The consent of the San Pasqual Band of Mission Indians for those rights-of-way across the San Pasqual Indian Reservation that are required to implement the San Pasqual Undergrounding Project is recorded in Section 5.C.2 of the Implementing Agreement. Section 5.C and the signature block of the Implementing Agreement are attached hereto as Exhibit 1.A.

The Secretary has acknowledged the necessity of the San Pasqual Undergrounding Project and has committed to authorize the necessary rights-of-way for its implementation in Section 6.1(2)(C) of the Settlement Agreement. Section 6.1 and the signature blocks of the Settlement Agreement are attached hereto as Exhibit 1.B.



[Faint signature or text]

**EXHIBIT 2.A
PIPELINE EASEMENT
SAN PASQUAL RESERVATION**

LEGAL DESCRIPTION

BEING A PORTION OF THE SAN PASQUAL INDIAN RESERVATION LYING WITHIN GOVERNMENT LOT 10 OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WESTERLY LINE OF GOVERNMENT LOT 10 OF SAID QUARTER, SAID LINE ALSO BEING THE WESTERLY BOUNDARY OF THE SAN PASQUAL INDIAN RESERVATION, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 18035 FILED MAY 20, 1998 AS FILE NO. 1998-296112, RECORDS OF SAN DIEGO COUNTY;

THENCE SOUTH 00°55'19" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 17.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 61°18'54" EAST A DISTANCE OF 32.38 FEET;

THENCE SOUTH 70°08'24" EAST A DISTANCE OF 298.07 FEET;

THENCE NORTH 64°05'01" EAST A DISTANCE OF 703.40 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN CONDUIT EASEMENT SHOWN AND DESCRIBED ON SHEET K8-A OF PLANS PREPARED BY HUGH M GALLAGHER FOR THE ESCONDIDO MUTUAL WATER COMPANY DATED APRIL 1975.

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE AT ANGLE POINTS IN SAID WESTERLY LINE OF GOVERNMENT LOT 10 OF SECTION 15, AND THE WESTERLY RIGHT OF WAY LINE OF SAID CONDUIT EASEMENT.

ALL AS SHOWN ON EXHIBIT 2.B ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PREPARED BY:



William E. Eadson, PLS 6154
Registration Expires March 31, 2018



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SUPPORTING DOCUMENTS ATTACHED HERETO FOR RECORDING

Conditions of Grantor's
Consents: Conditions of Grantor's consent regarding the San Luis Rey water Settlement, specifically to Section(s) 5.C, 5.C.4 and due diligence under 25 C.F.R. 405, and or 169.408.

Tribal Resolution: No. SP062315-01; the San Pasqual Band of Mission Indians Approving Settlement dispute involving water of the San Luis Rey

EXHIBITS:

- EXHIBIT 1.A Cover page(s) 16, 90, 91, 92 of the 92 page *Implementing Agreement*
- EXHIBIT 1.B Cover page, page(s) **6, 7, 8, 9, 10, 20, 21 22, and 23 of the page *Settlement Agreement***
- EXHIBIT 3 Deposit of Estimate of Damages or Compensation page
- EXHIBIT 4 Evidence of Authority of Officers to Execute Papers
- EXHIBIT 4.A Resolution No. 2015-198; the City of Escondido
- EXHIBIT 4.B Resolution No. 14-32; Vista Irrigation District
- EXHIBIT 5 San Pasqual Undergrounding project overview description

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Conditions of Grantor's Consents

1. Pursuant to 25 CFR § 169.105, the improvements and related right-of-way abandonment and reclamation activities on lands of the San Pasqual Band of Mission Indians provided for in Section 5.C of the Implementing Agreement that is Exhibit A to the San Luis Rey Indian Water Rights Settlement Agreement (January 30, 2015) and to be constructed in this right-of-way shall be completed according to the provisions of section 5.C of said Implementing Agreement. If an Uncontrollable Force, as defined in said Implementing Agreement, prevents timely completion of said construction, abandonment, and reclamation activities, the grantee shall timely advise the Bureau of Indian Affairs of any change in the schedule in Section 5.C.4 of the Implementing Agreement arrived at by mutual consent of the parties with an explanation of: good cause as to the nature of any delay; the revised anticipated date of construction, abandonment and reclamation activities; and evidence of progress toward commencement of construction.
2. Failure of the grantee to comply with the due diligence requirements of this grant pursuant to section (a) may lead to cancellation of the right-of-way under § 169.405 or § 169.408, and other remedies established between the San Pasqual Band and the grantee pursuant to Section 5.C of the Implementing Agreement.

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SAN PASQUAL BAND OF MISSION INDIANS

SAN PASQUAL RESERVATION

RESOLUTION SP062315-01

TRIBAL COUNCIL

Allen E. Lawson
Chairman

Victoria Diaz
Vice-Chair

Tilda M. Green
Secretary-Treasurer

David L. Toler
Delegate

Stephen W. Cope
Delegate

RESOLUTION OF THE BUSINESS COMMITTEE OF THE SAN PASQUAL BAND OF MISSION INDIANS APPROVING SETTLEMENT OF DISPUTE INVOLVING WATERS OF THE SAN LUIS REY RIVER

WHEREAS, the San Pasqual Band of Mission Indians (hereinafter "the Band") is a federally recognized Indian tribe and is party to the litigation involving the diversion of the waters of the San Luis Rey River located in northern San Diego County, California, which litigation it believes should be settled; and

WHEREAS, beginning in about 1875, the United States set aside the Indian Reservations for the La Jolla, Rincon, San Pasqual, Pauma and Pala Band of Mission Indians (hereinafter "the Bands"), all of which are located along or in the vicinity of the San Luis Rey River and all of which require reliable sources of water to meet the needs of their reservations; and

WHEREAS, beginning in the 1890s, the predecessors of the City of Escondido (hereinafter "Escondido") began diverting San Luis Rey River water from a point on the La Jolla Indian Reservation through the Escondido Canal which crosses portions of the La Jolla, Rincon, and San Pasqual Indian Reservations and ends in Lake Wohlford (a reservoir) from which the water was then released for use in the Escondido service area; and

WHEREAS, beginning in 1924, the Vista Irrigation District (hereinafter "Vista") and its predecessors impounded the water originating in the upper portion of the San Luis Rey River watershed in Lake Henshaw behind the Henshaw Dam and, since about 1926, a portion of the water diverted through the Escondido Canal has been delivered to Vista's service area; and

WHEREAS, in 1924, the Federal Power Commission (now the Federal Energy Regulatory Commission) (hereinafter "FERC") issued a license (Project 176) for some of the facilities operated by Escondido and Vista in diverting and making use of the waters of the San Luis Rey River that, among other things, authorized the use of federal and Indian lands for those facilities; and

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hauled away, or pulverized and used as fill. Natural ground contours will be restored, and natural drainage pathways will be reestablished. To the extent that extra material is needed to fill the abandoned canal cross section, excess material stockpiled from earlier phases of project construction will be utilized. If more material is needed, it will be obtained from off-site sources.

Much of the abandoned canal alignment is lined with mature oak trees. As part of the NEPA and CEQA analysis of the Project, an assessment will be made whether measures are necessary to assure the continued health of these oaks once the canal is abandoned. Other environmental mitigations may also be considered.

Of the 10,700 feet of abandoned canal, approximately 6,000 feet of that is located on the SPIR, and the remaining 4,700 feet is located in private easements. No new rights-of-way are necessary to reclaim the abandoned portions of the canal, and once the abandoned portions of the canal on the SPIR have been reclaimed, the existing 100-foot canal right-of-way across the SPIR will be quitclaimed back to the United States.

ALTERNATIVES

As part of a 2010 Feasibility Study, five different pipeline alignment alternatives were considered (see Black & Veatch Figure 2-1, attached), and Alternative C was identified as the most feasible alternative with respect to constructability, impacts to cultural and biological resources, and cost. This alternative was presented to the Business Committee, staff and General Council of the San Pasqual Band of Mission Indians, and on October 9, 2011, the General Council voted to affirm this Alignment C. This alignment has been adopted as the preferred alignment of the San Pasqual Undergrounding Project presented in this Project Description.

As discussed above in the description of the refurbished canal element of the project, alternatives are presently under consideration regarding the configuration of this project element, whether it will be constructed as a shallowly buried pipeline or a refurbished and covered canal reach.

Finally, while not presented as part of the present Right-of-Way Application, the ongoing engineering feasibility and environmental review efforts for the Project include an alternative location for the desilting basin that is situated about 200 feet north of the northern boundary of the San Pasqual Indian Reservation.

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June 23, 2015
Page 2 of 5

WHEREAS, the United States permitted the diversion and use of the waters of the San Luis Rey River by Escondido and Vista (hereinafter jointly referred to as the "Local Entities") and the use of tribal lands of the La Jolla, Rincon, and San Pasqual Indian Reservations for the conveyance of that water from the San Luis Rey River to Escondido's and Vista's service areas; and

WHEREAS, the San Luis Rey River cannot adequately meet all the water needs of all the Bands and the Local Entities; and

WHEREAS, in 1969 and 1971 litigation involving the Bands, the United States on behalf of the Bands, and the Local Entities was filed in the United States District Court for the Southern District of California (hereinafter "District Court") to determine the respective rights of the five Bands and the Local Entities to the waters of the San Luis Rey River (*Rincon Band of Mission Indians, et al. v. Escondido Mutual Water Company, et al.*, Civ. No. 69-217-S, 72-276-S (consolidated) and also before FERC involving the license for Project 176; and

WHEREAS, on November 17, 1988 Congress enacted the San Luis Rey Indian Water Rights Settlement Act (Title I of Public Law 100-675, 102 Stat. 4000, as amended) (hereinafter "Settlement Act") to provide for the resolution of the issues that were the subject of the District Court litigation and the related FERC proceedings; and

WHEREAS, the Settlement Act directs the Secretary of Interior (hereinafter "Secretary") to fulfill the government's trust responsibility to the Bands by furnishing annually to the Bands and Local Entities in accordance with the settlement authorized under the Settlement Act: (1) a permanent supply of up to 16,000 acre-feet of Supplemental Water for the joint use of the Bands and the Local Entities; and (2) a permanent supply of power capacity and energy at no cost to the United States, the Bands and the Local Entities to convey the Supplemental Water to the Reservations and the service areas of Escondido and Vista; and

WHEREAS, the purposes of the Settlement Act are: to provide the Bands with a reliable water supply sufficient to meet their present and future needs; to promote conservation and wise use of scarce water resources in the upper San Luis Rey River System; to establish a mutually beneficial, lasting, and cooperative partnership among the Bands and the Local Entities; and to foster the development of an independent economic base for the Bands; and

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June 23, 2015
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WHEREAS, the Bands, the Indian Water Authority and the Local Entities have entered into agreements with the Secretary and several California water districts that provide for the permanent delivery of up to 16,000 acre-feet of Supplemental Water per year to the vicinity of the Bands' reservations and to the Escondido and Vista service areas, which water has become available from the projects to line portions of the All-American Canal and its Coachella Branch; and

WHEREAS, section 104 of the Settlement Act states that sections 106 and 109 of the Settlement Act shall take effect when the Bands, the Local Entities and the United States have entered into a settlement agreement providing for complete resolution of all claims, controversies, and issues before the District Court and FERC; and stipulated judgments or other appropriate final dispositions have been entered in those proceedings; and

WHEREAS, the Bands, the Indian Water Authority, the Local Entities and the United States have negotiated in good faith for the purpose of reaching the Settlement Agreement that provides for the complete resolution of all claims, controversies, and issues involved in all of the pending proceedings among the parties in the District Court and FERC in satisfaction of the requirement of section 104 of the Settlement Act; and

WHEREAS, the Bands are dependent on their federally-reserved and other rights to San Luis Rey surface and ground water to meet their present and future needs, which federally-reserved water rights are protected by the settlement and some of which water has historically been delivered by the water systems originally constructed by the United States for the benefit of the Bands; and

WHEREAS, the 16,000 acre-feet of Supplemental Water, the money from the San Luis Rey Tribal Development Fund established under the Settlement Act, and the funds held in an escrow account by the Metropolitan Water District shall become available to the Indian Water Authority and the Bands when a final settlement is entered into among the Bands, the Local Entities, and the United States; and

Resolution SP062315-01
June 23, 2015
Page 4 of 5

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WHEREAS, the terms of the San Luis Rey Indian Water Rights Settlement are set forth in the following documents:

- (a) The Settlement Act;
- (b) A new provision, section 112, to be added as an amendment to the Settlement Act;
- (c) The Settlement Agreement Between the United States, the Bands, the Indian Water Authority and the Local Entities signed by the Secretary on December 22, 2014, and by the Assistant Attorney General on January 30, 2015; and
- (d) The Implementing Agreement Among the Local Entities, the Indian Water Authority and the Bands signed by the Indian Water Authority and the La Jolla, Rincon, San Pasqual and Pauma Bands on December 5, 2014, and by the Pala Band, Escondido and Vista on December 8, 2014, and attached as Exhibit A to the Settlement Agreement; and

WHEREAS, the Band's Business Committee has considered the terms of the Settlement Agreement and the Implementing Agreement and concluded that it is in the Band's best interest to enter into, approve and ratify the Settlement Agreement and the Implementing Agreement.

NOW THEREFORE BE IT RESOLVED THAT:

(1) The Business Committee of the Band hereby concludes that it is in the Band's best interest to enter into, approve and ratify the Settlement Agreement and the Implementing Agreement and authorizes, approves and ratifies the signing of the Settlement Agreement and the Implementing Agreement by the Band's Tribal Chairman; and

(2) The Business Committee of the Band hereby approves representing in open court in the United States District Court for the Southern District of California that the Band understands and agrees with the terms of the settlement; approves representing that the Band has validly exercised its governmental power to be bound by its terms; and approves representing that the Band has received adequate legal representation in reaching those conclusions.

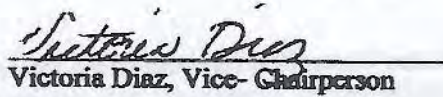
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Resolution SP062315-01
June 23, 2015
Page 5 of 5

CERTIFICATION

We the undersigned, as the governing body of the San Pasqual Band of Mission Indians do hereby certify that the foregoing resolution was adopted this ~~20th~~ day of June, 2015, at a duly called meeting of the Business Committee by a vote of 4 in favor, 0 against, 0 absent, and 1 abstaining.


Allen Lawson, Tribal Chairman


Victoria Diaz, Vice- Chairperson


Tilda M. Green, Secretary/Treasurer


David Toler, Delegate at Large


Steven Cope, Delegate at Large

Dated: 6/23 , 2015

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San Luis Rey Indian Water Rights

Implementing Agreement

December 5, 2014

Among

**The City of Escondido, California, on its Own Behalf
and as Successor to the Escondido Mutual Water Company,**

The Vista Irrigation District,

The San Luis Rey River Indian Water Authority,

and

**The La Jolla, Rincon, San Pasqual, Pauma, and Pala
Bands of Mission Indians**

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Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

4(e) of the Federal Power Act [16 U.S.C. §797(e)] and under any other applicable law and that no other conditions are required or shall be imposed.

5.C. San Pasqual Undergrounding Project. The San Pasqual Undergrounding Project will remove, relocate, and replace with an underground pipeline most or all of that portion of the Escondido Canal and its appurtenant structures, facilities, and rights-of-way that currently occupy land within the San Pasqual Reservation. The San Pasqual Undergrounding Project includes reclamation of the land occupied by the replaced canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required.

5.C.1. Local Entities to Implement. Escondido and Vista shall be jointly responsible for implementing the San Pasqual Undergrounding Project, the cost of which will be equally divided between them.

5.C.2. Cooperation by San Pasqual and Grant of Easement. San Pasqual will cooperate with and support Escondido and Vista in the implementation of the San Pasqual Undergrounding Project. In addition, San Pasqual will consent to the grant of an easement for the portion of the San Pasqual Undergrounding Project that will occupy San Pasqual Reservation land. There will be no charge for the easement.

5.C.3. Local Entities to Provide Access. In order to provide San Pasqual access to Local Exchange Water from the San Pasqual Undergrounding Project, during construction of the San Pasqual Undergrounding Project Escondido and Vista will install at their expense four stub sections of pipeline capped with blind flanges. The location of the four stub sections will be determined by San Pasqual in consultation with the Local Entities. In addition, San Pasqual will otherwise be provided access to Local Exchange Water from the Escondido Canal and the San Pasqual Undergrounding Project pipeline south of the northern boundary of the San Pasqual Reservation pursuant to the terms of this Agreement.

5.C.4. Schedule for Completion of Project and Remedies. Subject to Uncontrollable Force, the Local Entities shall implement the San Pasqual Undergrounding

Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below:

SAN LUIS REY RIVER INDIAN WATER AUTHORITY

By: *Benjamin Magallon* 12/5/14
Date

LA JOLLA BAND OF MISSION INDIANS

By: *Ladonne Peck* 12-5-14
Date

RINCON BAND OF MISSION INDIANS

By: *B. Magallon* 12-5-14
Date

SAN PASQUAL BAND OF MISSION INDIANS

By: *[Signature]* 12-5-14
Date


PAUMA BAND OF MISSION INDIANS

By: *Rachel E. Majil* 12-5-14
Date

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Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

PALA BAND OF MISSION INDIANS

By:  12/5/14
Date

CITY OF ESCONDIDO

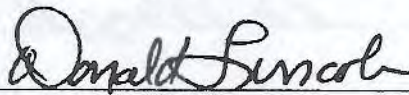
By:  12/5/14
Mayor Date

By:  12-8-14
City Clerk Date

Approved as to form:

By:  12-8-14
City Attorney Date

Approved as to form:

By:  12-8-14
Special Counsel Date

Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

VISTA IRRIGATION DISTRICT

By: [Signature] 12-8-14
President, Board of Directors Date

By: [Signature] 12/8/14
General Manager Date

By: [Signature] 12/8/14
Board Secretary Date

Approved as to form:

By: [Signature] 12/8/14
Special Counsel Date

By: [Signature] 12/8/14
Director Date

By: [Signature] 12/8/14
Director Date

By: [Signature] 12/8/14
Director Date

By: [Signature] 12/8/2014
Director Date

589 045 Y17

**San Luis Rey
Indian Water Rights
Settlement Agreement**

January 30, 2015

Among

The United States of America,

The La Jolla, Rincon, San Pasqual, Pauma, and Pala
Bands of Mission Indians,

The San Luis Rey River Indian Water Authority,

The City of Escondido, California,

and

The Vista Irrigation District

4.2 **ALLOCATION OF WATER AMONG THE BANDS.** The United States recognizes that the Bands have agreed on the process (Art. IV(6)) by which the available water will be allocated amongst themselves and any disputes shall be resolved pursuant to the dispute resolution provision provided therein (Art. XIII), in duly enacted ordinances adopted by each of the Bands. Those ordinances were recognized and approved by Congress in section 107(a)(1) of the Settlement Act and cannot be amended without the approval of the Secretary, pursuant to section 107(a)(2) of the Settlement Act.

5.0 **RELATIONSHIP TO AGREEMENT AMONG BANDS, INDIAN WATER AUTHORITY, AND LOCAL ENTITIES.** The United States recognizes that the Bands and the Indian Water Authority have entered into the Implementing Agreement, which is attached as Exhibit A to this Agreement. The Implementing Agreement sets forth the arrangements between and among the Bands, the Indian Water Authority, and the Local Entities resolving their disputes relating to the use of certain land and water rights in or near the San Luis Rey River watershed. Except as otherwise provided in this Agreement, the Secretary will exercise any discretion she has regarding actions that could interfere with the Implementing Agreement in a manner consistent with the trust relationship, including the principle of working to avoid or resolve conflicts to the maximum extent possible in a manner that accommodates and protects trust and restricted fee lands, trust resources, and treaty and similarly recognized rights.

6.0. **RESOLUTION OF DISPUTES AMONG THE PARTIES OVER CERTAIN WATER RIGHTS, RIGHTS-OF-WAY, AND OTHER USES OF TRIBAL AND OTHER FEDERAL LANDS SUBJECT TO THE AUTHORITY OF THE SECRETARY.**

6.1 In order to resolve the land and water disputes referenced in Paragraph 1 above, the Parties hereby agree that:

(1) Commencing with the Effective Date, the Local Entities shall exercise the water rights at issue in the pending litigation among the Parties and their rights to use and occupy land and rights-of way in connection with the operation of the Local Water System vis-à-vis any other Party to this Agreement in accord with the terms of the Settlement Act, this Agreement, the Conduit Exemption License, rights-of-way granted by the Secretary, and the Implementing Agreement as to the parties thereto. No rights or obligations between or among the Parties shall remain in effect pursuant to the following documents: (A) Agreement dated June 4, 1894, between the Escondido Irrigation District and the Potrero Band or Village of Mission Indians; (B) Memorandum of Agreement dated February 2, 1914, between the United States, for and on behalf of the Rincon Indians, and the Escondido Mutual Water Company; (C) Agreement dated June 28, 1922, between William G. Henshaw and the United States by the Secretary of the Interior for the Indians of the Rincon and Pala Reservations; and (D) any permit or license issued prior to the Effective Date by FERC other than the Conduit Exemption License.

(2) Pursuant to section 109(b) of the Settlement Act, the Secretary has determined that the Indian land or other land subject to the authority of the Secretary, as described in Exhibit G Maps attached as Exhibit B to this Agreement, is used, or may be useful, in connection with the operation, maintenance, repair, replacement, or use of the Local Water System. The La Jolla, Rincon and San Pasqual Bands have agreed in the Implementing Agreement

to provide the necessary approvals for the Secretary's exercise of authority pursuant to section 109 of the Settlement Act. The Secretary recognizes existing rights-of-way or other interests in Indian land and other federal land subject to the authority of the Secretary (collectively, "authorizations") that are necessary to operate the Local Water System, and will take the following steps:

(A) The Secretary has conducted a preliminary review to verify the validity of existing authorizations, including FERC authorizations, for known and existing facilities of the Local Water System ("facilities"). The Secretary agrees to complete a final review of such known and existing authorizations that will include the identification of any known and existing facilities found to be beyond the scope of existing authorizations. The Secretary will make every effort to complete this verification process within six months of the execution of this Agreement. The Secretary will produce a map showing the locations of all existing facilities and authorizations addressed in this sub-section, and will issue or produce other documentation confirming the authorizations for all known and existing facilities.

(B) For any known and existing facilities identified through the verification process described in (i) as beyond the scope of existing authorizations, the Secretary will consult with the Bands and the Local Entities regarding a process to review such facilities and, consistently with applicable federal law and regulation, take necessary steps to bring them under a valid authorization. The Secretary will make

every effort to complete any process(es) under this sub-section within one year of the execution of this Agreement.

(C) For the purposes of this Agreement, the San Pasqual Undergrounding Project will be treated as known and existing and the Secretary will make every effort to complete any process(es) under this subsection within one year of this Agreement.

(D) For any unknown facilities that are identified after completion of, and that were not reviewed during, the processes described in (A) or (B), the Secretary will review such unknown facilities using the processes described in (A) and (B). The Secretary will complete any process(es) under this sub-section as expeditiously as possible.

(3) The Local Entities and the Bands will consult with the Secretary regarding all future proposed changes or new actions on Indian land or other federal land subject to the authority of the Secretary prior to commencing such changes or actions. The Secretary, in coordination with the Bands and the Local Entities, will determine whether future proposed changes or new actions are within the scope of existing, valid authorizations. For those future proposed changes or new actions requiring new authorizations, the Secretary will comply with all applicable federal laws and regulations in reviewing proposed authorizations for such changes or actions.

(4) The Parties agree that such exercise of authority by the Secretary shall be effective upon the satisfaction of the conditions set forth in section 104 of the Settlement Act.

(5) Since the terms and conditions of the Settlement Act and the Implementing Agreement as to the parties thereto provide adequate consideration and protection for the use of the above mentioned rights-of-way and other interests in tribal land and other federal land subject to the authority of the Secretary, no fees or other conditions are required or shall be imposed, unless required by federal law or regulation, with respect to existing facilities and uses verified in accordance with (2)(A), (2)(B), and (2)(C) of this section, except that individual Indians or allottees whose land is subjected to a lease, grant or title transfer of rights-of-way and other property interests by the Secretary shall be entitled to receive just compensation. However, any payment of such compensation shall be made by the Indian Water Authority and no additional consideration or compensation shall be due from the Local Entities for the use of such allotted or individually owned land.

6.2 The Secretary shall take the steps, consistent with federal law, regulation, and the trust relationship, including the principle of working to avoid or resolve conflicts to the maximum extent possible in a manner that accommodates and protects trust and restricted fee lands, trust resources, and treaty and similarly recognized rights as she may deem necessary or appropriate to support implementation of paragraph (1) of this section.

6.3 By waiving and releasing its claims in the pending federal district court and FERC proceedings, as stated in section 10.0 of this Agreement, and by satisfying the claims asserted by the Local Entities in those proceedings, as also stated in section 10.0 of this Agreement, the United States recognizes and agrees that the Local Entities retain the land and water rights at issue in the proceedings described in Section 10 of this

Any dispute concerning this Agreement, or claimed breach thereof, may be brought by any Party to the United States District Court for the Southern District of California pursuant to its continuing jurisdiction in the consolidated actions in Rincon Band of Mission Indians v. Escondido Mutual Water Company, Civ. Nos. 69-217-S, 72-271-S, and 72-276-S, solely to interpret and enforce the provisions of this Agreement.

12.0 EFFECTIVE DATE

This Agreement takes effect only if the following:

- (1) The Agreement is signed by the Secretary of the Interior, the Attorney General or his designee, the Tribal Chair of each of the five Bands pursuant to the appropriate approval by the Council of each of the Five Bands, the Mayor of Escondido, the President of the Vista Irrigation District Board, and by the President of the Indian Water Authority;
- (2) Federal legislation consistent with the understanding of the parties is enacted and ratifies this Agreement; and
- (3) the requirements of Paragraph 6.1(2)(A), 6.1(2)(B), and 6.1(2)(C) of this Agreement and Section 104 of Title I of Public Law 100-675 are satisfied, and all rights-of-way and other land rights subject to the authority of the Secretary which are used, in connection with the operation, maintenance, repair or replacement of the Local Water System are authorized and in place.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below:

**The signature of John [redacted] [redacted] den, Assistant Attorney General, is effective if and only if the 114th Congress enacts legislation substantively identical to the language agreed upon by the parties dated 11-25-14, which is attached to this document as Exhibit C.

UNITED STATES OF AMERICA

589 045 Y17

By: *Sally Jewell* DATE: DEC 22 2014
Secretary of the Interior *

By: *John C. [redacted]* DATE: 1/30/2015
Attorney General or his designee **

SAN LUIS REY RIVER INDIAN WATER AUTHORITY

By: *Benjamin Magante* DATE: 12/5/14

LA JOLLA BAND OF MISSION INDIANS

By: *Salome Pest* DATE: 12-5-14

RINCON BAND OF MISSION INDIANS

By: *[Signature]* DATE: 12-5-14

SAN PASQUAL BAND OF MISSION INDIANS

By: *[Signature]* DATE: 12-5-14

* "The above signature of the Secretary of the Interior is effective if and only if the 114th Congress enacts legislation substantively identical to the language agreed upon by the parties, dated 11-25-14, which is attached to this document as Exhibit C."

589 045 Y17

PAUMA BAND OF MISSION INDIANS

By: *Randall S. Nagel* DATE: 12-5-14

PALA BAND OF MISSION INDIANS

By: *[Signature]* DATE: 12/5/14

CITY OF ESCONDIDO

By: *Sam Ober* DATE: 12/5/14
Mayor

By: *Diane Halverson* DATE: 12-8-14
City Clerk

Approved as to form by: *[Signature]* DATE: 12-8-14
City Attorney

Approved as to form by: *Donald Lyner* DATE: 12-8-14
Special Counsel

VISTA IRRIGATION DISTRICT

By: *[Signature]* DATE: 12-8-14
President, Board of Directors

By: *[Signature]* DATE: 12/8/14
General Manager

By: *Jess R. Sofo* DATE: 12/8/14
Board Secretary

Approved as to form by: *J. Pate* DATE: 12/8/14
Special Counsel

By: *John Foster Smith* DATE: 12/8/14
Director

By: *Jo Markungii* DATE: 12/3/14
Director

By: *Sherry Miller* DATE: 12/8/14
Director

By: *Ronald H. Nguyen* DATE: 12/08/2014
Director

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Exhibit 3 – Deposit of Estimated Damages or Compensation

For the reasons outlined below, the Applicants take the position that compensation for the rights-of-way for the San Pasqual Undergrounding Project is provided for by the terms of the Settlement Act, the Settlement Agreement, and the Implementing Agreement, and therefore request that the BIA and the Secretary waive any additional compensation requirement for the rights-of-way that are the subject of this application.

Section 5.C of the December 8, 2014 Implementing Agreement provides for the San Pasqual Undergrounding Project. Sections 6.1(2) and 12.0(3) of the Settlement Agreement recognize that the San Pasqual Undergrounding Project is an integral component of the Settlement Agreement.

Compensation for the rights-of-way for the San Pasqual Undergrounding Project is provided for by the terms of the Settlement Act, the Settlement Agreement, and the Implementing Agreement.

Section 5.A of the Implementing Agreement provides that "the consideration provided in the Settlement Act, the Settlement Agreement, and this [Implementing] Agreement is provided in lieu of all, past present and future annual charges or other fees under section 10(e) of the Federal Power Act, [16 U.S.C. §803(e)], and under any other applicable law, for the Local Entities' use, as part of the Local Water System, of certain designated rights-of-way on tribal land within the Reservations and other federal lands subject to the authority of the Secretary."

Section 5.B of the Implementing Agreement provides that "the terms and conditions of the Settlement Act, the Settlement Agreement and this [Implementing] Agreement provide for the adequate protection and utilization of the Reservations consistent with the requirements of section 4(e) of the Federal Power Act [16U.S.C. §797(e)] and any other applicable law that that no other conditions are required or shall be imposed."

In return for the benefits accruing to the San Pasqual Band of Mission Indians from the San Pasqual Undergrounding Project and from the Settlement as set forth above, the San Pasqual Band agrees to cooperate with and support Escondido and Vista in the implementation of the San Pasqual Undergrounding Project. In addition, the San Pasqual Band agrees to consent to the grant of rights-of-way required by section 12.0(3) of the Settlement Agreement.

In view of the foregoing compensation provisions for the San Pasqual Undergrounding Project, Section 6.1(5) of the Settlement Agreement provides that no other fees or other consideration should be required or imposed. (Section 6.1 of the Settlement Agreement has been attached as Exhibit 1.B.)

Accordingly, the Applicants request that the BIA and the Secretary waive any additional compensation requirement for the rights-of-way that are the subject of this application.

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Exhibit 4 – Evidence of Authority of Officers to Execute Papers

Evidence of the authority for the Officers of the City of Escondido to execute papers is attached hereto as Exhibit 4.A.

Evidence of the authority for the Officers of the Vista Irrigation District to execute papers is attached hereto as Exhibit 4.B. In particular, see section 3(c) on page 4 of the Vista Resolution.

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RESOLUTION NO. 2015-198

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING
A RIGHT-OF-WAY APPLICATION TO THE UNITED
STATES DEPARTMENT OF INTERIOR FOR THE
SAN PASQUAL UNDERGROUNDING PROJECT

WHEREAS, the City of Escondido is a signatory to the December 2014 Settlement Agreement between the United States, the Vista Irrigation District, the San Luis Rey Indian Water Authority, and the La Jolla, Rincon, Pala, Pauma and San Pasqual Bands of Mission Indians; and

WHEREAS, the Settlement Agreement provides the framework for the ongoing supply of local water through the Escondido Canal which transports water across portions of the La Jolla, Rincon and San Pasqual Reservations and federal and private lands to Lake Wohlford; and

WHEREAS, certain activities are necessary to implement the provisions of the Settlement, among which is a project ("Project") to underground portions of the Escondido Canal on the San Pasqual Indian Reservation, which requires the grant of new rights-of-way across a portion of the San Pasqual Reservation for the installation, operation and maintenance of the pipeline and related access roads; and

WHEREAS, the Project requires application to the United States Department of Interior, Bureau of Indian Affairs for the necessary rights-of-way, and may also require application to the Bureau of Land Management for similar rights of way, and such entities require evidence of authority of certain officials to executed application-related documents on behalf of the City of Escondido.

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

1. That the above recitations are true.
2. The City Council of the City of Escondido hereby authorizes either the City Manager or the Director of Utilities, or their designees, to execute an application and all other necessary and appropriate documents to make application for the rights-of-way for the above referenced Project, as may be required by the United States Department of Interior, Bureau of Indian Affairs or Bureau of Land Management, subject to approval as to form by either the City Attorney, or his designee.

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PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 18th day of November, 2015 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MASSON, MORASCO, ABED
NOES : Councilmembers: NONE
ABSENT : Councilmembers: NONE

APPROVED:



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



DIANE HALVERSON, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2015-198

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RESOLUTION NO. 14-32

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT:

- (1) APPROVING THE IMPLEMENTING AGREEMENT AND SETTLEMENT AGREEMENT TO RESOLVE THE SAN LUIS REY RIVER WATER RIGHTS LITIGATION AND RELATED DISPUTES BETWEEN THE DISTRICT AND CITY OF ESCONDIDO, ON THE ONE HAND, AND THE UNITED STATES, THE SAN LUIS REY RIVER INDIAN WATER AUTHORITY AND THE LA JOLLA, RINCON, SAN PASQUAL, PAUMA AND PALA BANDS OF MISSION INDIANS, ON THE OTHER; AND
- (2) AUTHORIZING THE FILING OF PLEADINGS AND TAKING OTHER ACTIONS TO CONCLUDE THE SAN LUIS REY RIVER WATER RIGHTS LITIGATION AND RELATED DISPUTES

WHEREAS, beginning in approximately 1875, the United States took action to set aside Indian Reservations for the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians (collectively, the "Bands") along or in the vicinity of the San Luis Rey River; and

WHEREAS, since approximately 1922, the District and its predecessors have impounded the water originating in the upper portion of the San Luis Rey River watershed behind Henshaw Dam in Lake Henshaw. Lake Henshaw has been used by District, the City of Escondido ("Escondido"), and their respective predecessors to store runoff from the watershed above Henshaw Dam for subsequent release. Henshaw Dam further allowed carryover storage from wet years through periods of drought. Since approximately 1926, a portion of the water diverted through the Escondido Canal and the Bear Valley Power Plant has been delivered to the District's service area ; and

WHEREAS, in 1924, the Federal Power Commission (now the Federal Energy Regulatory Commission, or "FERC") issued a license for some of the District and Escondido facilities conveying San Luis Rey River water that, among other things, authorized the use of federal and Bands' lands for those facilities; and

WHEREAS, the District owns Lake Henshaw and the Warner Ranch surrounding Lake Henshaw. Since the early 1950's, the District, in conjunction with Escondido, has pumped groundwater from the Warner Basin underlying the Warner Ranch and stored the pumped water in Lake Henshaw for release into the San Luis Rey River and diversion into a facility known as the Escondido Canal; and

WHEREAS, the United States facilitated the diversion and use of the waters of the San Luis Rey River by the District and Escondido, and the use of tribal lands of the Bands and federal lands administered by the Bureau of Land Management for the conveyance of that water from the San Luis Rey River to the service areas of the District and Escondido; and

WHEREAS, the waters of the San Luis Rey River are insufficient to supply the needs of the Bands, on the one hand, and the District and Escondido, on the other; and

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WHEREAS, the Bands initiated litigation in the United States District Court for the Southern District of California against the District and Escondido to determine, among other things, respective rights of the Bands and District and Escondido to certain waters of the San Luis Rey River, and related matters among the same parties have been contested before FERC (collectively, the "Water Rights Litigation"); and

WHEREAS, the United States joined in the Water Rights Litigation on behalf of the Bands; and

WHEREAS, recognizing that the federal government granted conflicting water rights or access to water of the San Luis Rey River to the Bands, on the one hand, and to the District and Escondido, on the other, Congress enacted the San Luis Rey Indian Water Rights Settlement Act, Title I of Public Law 100-675, as amended, in 1988 to provide for the resolution of the disputes that were the subject of the Water Rights Litigation (the "Settlement Act"); and

WHEREAS, the Settlement Act was amended in 2000 by adding subsection 106(f), which directs the Secretary of the Interior, acting through the Commission of Reclamation, to fulfill the United States' trust responsibility to the Bands, by furnishing annually to the Bands, the District and Escondido both: (a) a permanent supply of up to 16,000 acre-feet of the water conserved by lining certain unlined portions of the water conveyance facility known as the All-American Canal and its Coachella branch; and (b) a permanent supply of power capacity and energy at no cost and at no further expense to the United States, the Bands, the District and Escondido in an amount sufficient to convey the water conserved from Lake Havasu through the Colorado River Aqueduct to the places of use on the Reservations and the service areas of the District and Escondido; and

WHEREAS, the Bands, the District and Escondido have entered into agreements with the United States and other parties that provide for the permanent delivery by the Secretary of the Interior of up to a maximum of 16,000 acre-feet per year of water to the Indian Water Authority for the benefit of the Bands, and to the District and Escondido; and

WHEREAS, section 4 of the Settlement Act states that the delivery of water and power under that legislation shall take effect only when the Bands, the United States, the District and Escondido have entered into a settlement agreement providing for the complete resolution of all claims involved in the Water Rights Litigation, and stipulated judgments or other appropriate final dispositions have been entered in the Water Rights Litigation; and

WHEREAS, the Bands, the San Luis Rey River Indian Water Authority, the District and Escondido have jointly prepared that certain written agreement entitled "Implementing Agreement Among the City of Escondido, California, on its Behalf and the Successor to the Escondido Mutual Water Company, the Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians Pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675, as amended," a copy of which is attached hereto as Exhibit "A" (the "Implementing Agreement") to resolve their disputes and satisfy in part the requirements of section 104 of the Settlement Act; and

WHEREAS, on April 25, 2012, the District Board of Directors approved the Implementing Agreement in principle, and directed District staff and legal counsel to work with representatives of the Bands and the United States to finalize the Implementing Agreement and other instruments and actions to resolve the Water Rights Litigation in a manner consistent with the Implementing Agreement and the Settlement Act; and

WHEREAS, on September 25, 2012, FERC issued a CONDITIONAL ORDER GRANTING EXEMPTION FROM LICENSING (CONDUIT), ACCEPTING SURRENDER OF LICENSE, AND DISMISSING RELICENSE APPLICATION for FERC Project 176, which order was conditioned, among other things, upon "Escondido and Vista having filed documentation of execution of the Settlement Agreement and proof of receipt of the necessary rights-of way from Interior"; and

WHEREAS, the United States, San Luis Rey River Indian Water Authority, the District, Escondido and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians have jointly drafted the "Settlement Agreement Between the United States and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians and the San Luis Rey River Indian Water Authority and the City of Escondido and Vista Irrigation District," a copy of which is attached hereto as Exhibit "B" (the "Settlement Agreement") to implement in part the provisions of section 104 of the Settlement Act; and

WHEREAS, the District, Escondido, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians mutually desire to enter into the Implementing Agreement and (along with the United States) to enter into the Settlement Agreement for the complete resolution of all claims, controversies and issues involved in all of the Water Rights Litigation, and to satisfy the requirement of paragraph (1) of section 104 of the San Luis Rey Indian Water Rights Settlement Act; and

WHEREAS, the District's approval of the Implementing Agreement and the Settlement Agreement is categorically exempt from the requirements of the California Environmental Quality Act, Public Resources Code section 21000, *et seq.* ("CEQA"), under §§ 15307 and 15308 of the State CEQA Guidelines, 15 Cal. Code Regs. 15000, *et seq.*, on the grounds that entering into the Implementing Agreement and the Settlement Agreement will avoid the need for the construction of major new water conveyance facilities in sensitive areas, and reduce the need for importation of scarce water supplies from northern California, such that the approval of the Implementing Agreement and the Settlement Agreement constitute acts by the District, as a water regulatory agency, for the protection of natural resources (i.e., water) and for the protection of the environment.

NOW, THEREFORE, the Board of Directors of the Vista Irrigation District hereby resolves as follows:

Section 1. The Implementing Agreement, substantially in the form attached hereto as Exhibit "A" is hereby approved, and the President and Secretary are hereby authorized to execute the Implementing Agreement, subject to final approval by the District's General Manager, and subject to approval as to form by District's special Water Rights counsel.

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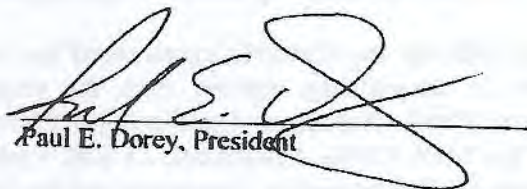
Section 2. The Settlement Agreement, substantially in the form attached hereto as Exhibit "B" is hereby approved, and the President and Secretary are hereby authorized to execute the Implementing Agreement, subject to final approval by the District's General Manager and approval as to form by District's special Water Rights counsel.

Section 3. District officers, staff, general counsel and/or special Water Rights counsel are hereby authorized to take the following actions: (a) to file such pleadings and other documents in the Water Rights Litigation as are necessary to cause the dismissal or similar termination of the Water Rights Litigation; (b) to represent to the court in the Water Rights Litigation that the District understands and agrees with the terms of the Implementing Agreement and Settlement Agreement, that the District validly exercised its governmental powers to be bound by such terms, and that the District has received adequate legal representation in reaching that conclusion; and (c) to take such other actions as are consistent with this Resolution to implement the Implementing Agreement and Settlement Agreement, and conclude the Water Rights Litigation.

Section 4. The District staff is hereby authorized and directed to file a notice of exemption under CEQA with respect to the approval of the Implementing Agreement and the Settlement Agreement.

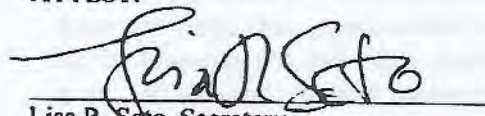
PASSED and ADOPTED at a special meeting of the Board of Directors of the Vista Irrigation District held on December 8, 2014, by the following roll call vote:

- AYES: Director Miller, Vásquez, Franklin, MacKenzie, and Dorey
- NOES: None
- ABSTAIN: None
- ABSENT: None



Paul E. Dorey, President

ATTEST:



Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

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Exhibit 5

Project Description San Pasqual Undergrounding Project

November 23, 2015

OVERVIEW

The City of Escondido (City) and the Vista Irrigation District (VID) are jointly undertaking the San Pasqual Undergrounding Project (SPUP, or Project). The Project proposes the removal, relocation, and replacement with a covered canal or underground pipeline most or all of that portion of the Escondido Canal and its appurtenant structures, facilities, and rights-of-way that currently occupy land within and adjacent to the San Pasqual Indian Reservation (approximately two and a half miles, see Figure 1). It is envisioned that a new desilting basin will be constructed near the northern boundary of the San Pasqual Indian Reservation (SPIR, or Reservation), and that approximately 2,200 feet of the canal downstream of that desilting basin will either be replaced with a shallowly covered pipeline in its existing alignment, or refurbished and outfitted with a removable cover, also in its existing alignment. At that point, the Project proposes to divert the flow of the Canal into a buried 56-inch diameter pipeline in a new alignment, approximately 1,030 feet in length, to the western boundary of the Reservation. This underground pipeline will continue, in private easements and in the public right-of-way, for an additional 7,100 feet in a new alignment, where it rejoins the existing canal alignment off of the Reservation. The Project includes the removal of approximately 2 miles of canal that are dewatered when the Project is complete, and the reclamation of the land formerly occupied by the canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required.

The Project will be designed to convey without pumping 55 cubic feet per second (cfs) of water that has been diverted from the San Luis Rey River and delivered approximately 10 miles through the Escondido Canal to the northern boundary of the SPIR, where the Project begins. At the Project terminus, this flow is once again carried by the existing Escondido canal, which conveys the water an additional 7,300 feet to discharge it into Escondido Creek immediately upstream from Lake Wohlford.

Water stored in Lake Wohlford is released for delivery to the Escondido-Vista Water Treatment Plant. There it is blended with water imported by the San Diego County Authority and treated prior to delivery to the customers of the City of Escondido and the Vista Irrigation District. While the Rincon Indian Reservation has also historically received a portion of the waters diverted into the Escondido Canal, the newly approved San Luis Rey Indian Water Rights

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Settlement Agreement provides for the delivery of Escondido Canal water to any of the five Indian bands that are parties to the settlement, including the La Jolla, Rincon, Pauma, Pala, and San Pasqual Bands of Mission Indians. The completion of the San Pasqual Undergrounding Project is a requirement under the terms of San Luis Rey Indian Water Rights Settlement Agreement.

PROJECT DESCRIPTION

The San Pasqual Undergrounding Project consists of the following major components: 1) new desilting basin; 2) desilting basin access road; 3) refurbished canal; and 4) new 56-inch pipeline. After the new facilities are operational, the Project will include the reclamation of those portions of the Escondido canal that will remain dewatered. These components are further described as follows.

New Desilting Basin

While the Escondido Canal contains several siphons, tunnels and flumes, for most of the 10 miles of its run prior to reaching the SPIR, the Escondido Canal flows as a concrete or rock lined open canal, situated on a narrow bench following contours of elevation along the steeply sloped canyons of San Luis Rey River and one of its tributaries, Paradise Creek. The Escondido Canal is therefore susceptible to collecting rock, sand, silt, and floating debris which needs to be removed at points along its alignment in order to prevent the degradation of its flow capacity. This is particularly important upstream of significant covered reaches of the canal, where access for debris removal may be limited. Hence the construction of a new desilting basin is considered a vital element of the San Pasqual Undergrounding Project.

Immediately upstream of the desilting basin, the canal will be modified to provide a side spill weir, about 20 feet in length, to prevent the overtopping of the canal in the event of downstream flow obstruction. An emergency release slide gate valve will also be provided in this area to allow the diversion of the canal flow in the event of emergencies. The discharge of both the weir and the emergency release valve, as well as appurtenant drain lines from the desilting basin itself, will be directed to the natural drainage channel running through the desilting basin site within the SPIR. Erosion control measures, most likely rip-rap, will be used at the point of discharge to prevent the erosion of the natural drainage channel.

The desilting basin will be a reinforced concrete structure, up to 20 feet in width, and 50 to 80 feet in length. It will consist of two parallel settling basins, each 8-10 feet wide and 40 to 60 feet long, with automated valving to allow the cleaning of one basin while the other basin remains in service. The floor of each basin will begin at about 4 feet of depth, matching the upstream canal invert, and slope to a bottom depth of 8 to 12 feet below grade, allowing the accumulation of settleable material. At the end of each basin, an automated bar-screen mechanism will remove large floating debris.

Accumulated gravel, sand and silt will typically be removed from each basin by a vactor truck and hauled away for off-site disposal. The basin design will allow for the use of a small front-end loader or back hoe to enter each basin and remove excessive debris. Floating debris collected by the bar-screen mechanism will be loaded onto a truck for off-site disposal as well.

The desilting basin will be equipped with instrumentation to allow offsite canal operators to monitor basin status, remotely operate valves, and respond when conditions warrant attention.

All of the facilities for the new desilting basin, except for the access road described below, will be located within the existing 100-foot right-of-way for the Escondido Canal, and no new rights-of-way are being sought. The vast majority of the desilting basin facilities will be located on the SPIR, but it is possible that some canal improvements and the side spill weir could be located within existing canal right-of-way to the north of the Reservation boundary. The existing canal bench is presently 15 to 20 feet wide in this vicinity. It is anticipated that some earthwork will be necessary within the existing canal right-of-way to widen the canal bench to accommodate both the new facilities and vehicle turn-around. Crib walls or other slope stabilization may be required. Excess material excavated from the site may be stockpiled off site as fill material for the abandoned canal reclamation phase of the Project.

Desilting Basin Access Road

As shown in Figure 1, access to the desilting basin will be from Oos Place, an existing paved road on the SPIR. A new, paved, all-weather access road will be constructed westward from Oos Place through gently sloping previously disturbed land to the top of the slope 60 to 80 feet above the canal bench. At this point, the access road will curve to the north and a bench for the new access road will be excavated in the slope to provide a maximum allowable slope for all weather equipment access to the desilting basin site. Crib walls or other slope stabilization will be required, and the design will accommodate stormwater runoff.

A small permanent material stockpile yard, approximately 50 feet by 70 feet, will be located adjacent to the access road at the top of the slope above the canal. This fenced yard will be used for temporary material stockpile of debris removed from the desilting basin during episodes of excessive material transport within the canal (as during a storm after a fire). A 5,000 gallon water tank may be located within this yard to provide utility water to support desilting basin operations. Water for this reservoir will be pumped from the canal product, and will not be potable.

All of the desilting basin access road will be located on the SPIR. The existing Escondido Canal rights-of-way include access rights-of-way on East Canal Road. New rights-of-way are necessary for travel along northward on Oos Place for 1,625 feet (see ROW application Exhibits 2.C and 2.D). New rights-of-way are also necessary for the stockpile yard, and to construct the new access road west from Oos Place and north to the desilting basin, some 811 feet (see ROW application Exhibits 2.E and 2.F).

Refurbished Canal

As shown in Figure 1, the 2,200 feet of existing canal that is south of the desilting basin and north of Tokama Place will be refurbished. Engineering studies are presently underway to assess the hydraulic and economic viability of alternatives for this portion of the Project. Two major alternatives are presently under consideration: 1) the placement of a shallowly buried (6 to 12 inches of cover) flexible pipeline largely within the existing canal cross-section; and 2) the replacement or refurbishment of the existing concrete canal lining and the placement of a removable cover over the canal to prevent the entry of debris and/or personnel. Under both scenarios, two existing small flumes will either be reconstructed (due to age and condition) or

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replaced with short buried siphons. The existing canal within this reach has 2 to 3 inches of concrete lining in a trapezoidal cross section. The base of the trapezoid is about 4 feet wide and the top of the trapezoid is generally 6 to 7 feet wide. The existing canal is about 4 feet deep throughout.

The Escondido Canal has an existing 100-foot wide right of way in this section of the Project, and no new rights-of-way are being sought. After the new Project facilities are constructed and the abandoned portions of the canal are reclaimed, the right-of-way for this portion of the project will be reduced to 50 feet in width. The entire reach of the canal being refurbished in this Project is within the SPIR.

New 56-inch Pipeline

At the southern end of the refurbished canal, a new buried 56-inch pipeline will be constructed in a new alignment to the west of the existing canal, as shown in Figure 1. The total length of the new pipeline alignment will be about 8,200 feet, and it results in the abandonment of about 10,700 feet of existing canal. Four pipeline stub-outs (12-inch blind flange fitting) will be provided for the potential future use of the San Pasqual Band, as shown in Figure 1. At its southern end, the new 56-inch pipeline will re-enter the existing canal right-of-way and connect to the existing canal tunnel at the high point of Lake Wohlford Road.

The new pipeline is proposed to be concrete mortar lined and coated welded steel construction. As a gravity conveyance facility, it will be designed for low pressure service, with the steel thickness probably governed by handling considerations. The typical trench cross section will be 10 feet wide by 10 feet in depth, resulting in 4 to 5 feet of cover over the pipe. Pending a corrosion analysis, a passive cathodic protection system is likely. Access ports for cleaning and maintenance will be provided.

From the point where it leaves the existing canal right of way to the western Reservation boundary, a new 30-foot wide pipeline right-of-way will be necessary (see ROW application Exhibits 2.A and 2.B). This new pipeline right-of-way extends southwesterly from the existing canal in Tokama Place to North Canal Road, where it extends northwesterly to the western Reservation boundary.

At this point, the pipeline crosses onto private lands, and a new 30-foot easement across those lands will be obtained. The necessary private easements extend south about 780 feet, and west about 1,320 feet where the pipeline enters the public right-of-way held by the County of San Diego for Lake Wohlford Road. The pipeline continues south in Lake Wohlford Road for about 5,040 feet where it re-enters the existing canal right-of-way at the southern terminus of the Project. Excess material excavated from the pipeline trench may be stockpiled off site as fill material for the abandoned canal reclamation phase of the Project

Existing Canal to be Removed and Reclaimed

As discussed above, the construction of the new 56-inch pipeline will result in the abandonment of about 10,700 feet of existing canal, including 3 flume sections. Once the new Project facilities are operational, the Project will include the removal of these flume sections and the reclamation of the abandoned canal right-of-way within the SPIR. The concrete lining may be removed and

hauled away, or pulverized and used as fill. Natural ground contours will be restored, and natural drainage pathways will be reestablished. To the extent that extra material is needed to fill the abandoned canal cross section, excess material stockpiled from earlier phases of project construction will be utilized. If more material is needed, it will be obtained from off-site sources.

Much of the abandoned canal alignment is lined with mature oak trees. As part of the NEPA and CEQA analysis of the Project, an assessment will be made whether measures are necessary to assure the continued health of these oaks once the canal is abandoned. Other environmental mitigations may also be considered.

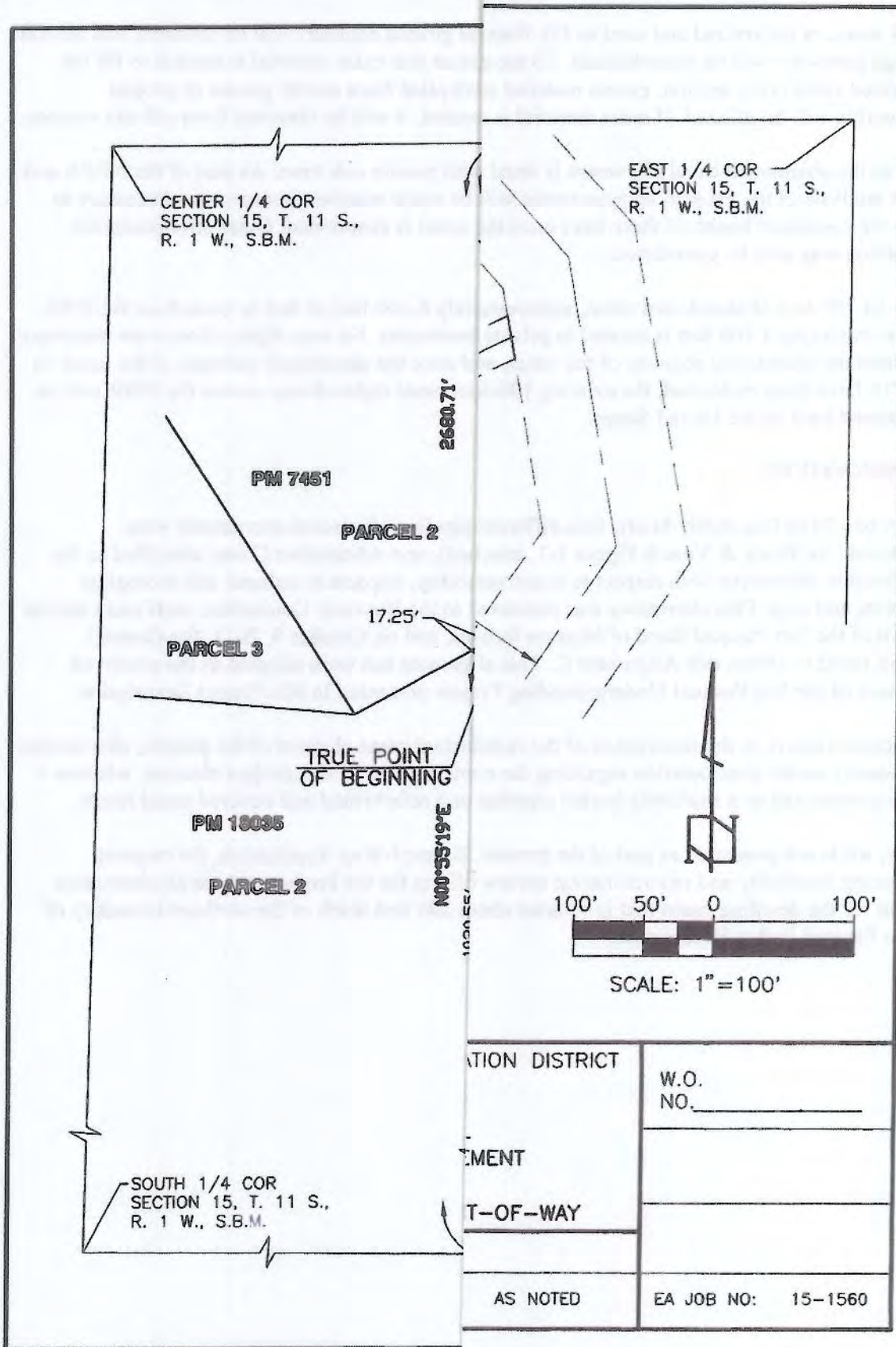
Of the 10,700 feet of abandoned canal, approximately 6,000 feet of that is located on the SPIR, and the remaining 4,700 feet is located in private easements. No new rights-of-way are necessary to reclaim the abandoned portions of the canal, and once the abandoned portions of the canal on the SPIR have been reclaimed, the existing 100-foot canal right-of-way across the SPIR will be quitclaimed back to the United States.

ALTERNATIVES

As part of a 2010 Feasibility Study, five different pipeline alignment alternatives were considered (see Black & Veatch Figure 2-1, attached), and Alternative C was identified as the most feasible alternative with respect to constructability, impacts to cultural and biological resources, and cost. This alternative was presented to the Business Committee, staff and General Council of the San Pasqual Band of Mission Indians, and on October 9, 2011, the General Council voted to affirm this Alignment C. This alignment has been adopted as the preferred alignment of the San Pasqual Undergrounding Project presented in this Project Description.

As discussed above in the description of the refurbished canal element of the project, alternatives are presently under consideration regarding the configuration of this project element, whether it will be constructed as a shallowly buried pipeline or a refurbished and covered canal reach.

Finally, while not presented as part of the present Right-of-Way Application, the ongoing engineering feasibility and environmental review efforts for the Project include an alternative location for the desilting basin that is situated about 200 feet north of the northern boundary of the San Pasqual Indian Reservation.



SECTION DISTRICT	W.O. NO. _____
SECTION	_____
RIGHT-OF-WAY	_____
AS NOTED	EA JOB NO: 15-1560



STAFF REPORT

January 12, 2022
File Number 0260-05

SUBJECT

PARK AVENUE COMMUNITY CENTER UPDATE

DEPARTMENT

Community Services – Older Adult Services

RECOMMENDATION

Request the City Council receive and file an update on the programs and activities at the Park Avenue Community Center, home of the Escondido Senior Center.

Staff Recommendation: Receive and File (Community Services: Joanna Axelrod)

FISCAL ANALYSIS

None.

PREVIOUS ACTION

None.

BACKGROUND

The Park Avenue Community Center (“PACC”) is one of the largest and most active centers in North San Diego County serving approximately 500 seniors each week. Originally named the Joslyn Senior Center for the Joslyn Foundation’s benefactor who contributed a \$75,000 grant in 1973, PACC has a long, rich history of engagement with Escondido seniors beginning in 1958 with the formation of the Escondido Senior Center Club. The City provided almost four acres of land and a small four-bedroom house in an effort to see the group thrive as a social outlet for older adults. While the programs and services have changed substantially since then, the core mission to serve as a community gathering spot to bring people together for social interaction and provide access to information and resources remains true today.

Over the years, the PACC campus has grown to include the main building, senior nutrition building (also known as the Park Avenue Café), shuffleboard building, and the Dorothy E. Boeger Building. These facilities house a wide variety of programs, services, activities, and volunteer opportunities for the seniors in the community. Historically services to the seniors were limited to daytime hours, leaving the facility underutilized on evenings and weekends. In an effort to increase usage and appeal to the younger senior, the Joslyn Senior Center expanded its operating hours and rebranded to the Park Avenue Community Center, Home of the Escondido Senior Center in 2012.



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The City currently oversees the operation and upkeep of the campus facilities while offering direct services and partnership opportunities with local nonprofit organizations that provide resources, activities, and services that benefit older adults 55+.

The PACC houses two City divisions – Older Adult Services and Senior Nutrition/Transportation. Older Adult Services is staffed by two full-time and three part-time professionals who provide programming and services including, but not limited to, art and cooking programs, movie and music events, exercise classes, the largest a billiards room in North County host to quarterly tournaments, resource fairs, guest speaker series that covers topics such as avoiding scams and tips for staying safe, a monthly newsletter, special holiday events, and resource connections. They also facilitate rentals of the community rooms in the Center for the general public and many local organizations in the community.

The Senior Nutrition/Transportation division is staffed by one full-time and two part-time professionals who run the congregate meal program which provides a hot, nutritionally balanced meal Monday through Friday, and includes transportation to and from the Center. In addition to paid staff, the PACC is dependent on many volunteers who assist each day with serving meals, supporting activities, greeting arrivals, and more.

As a further expansion of services, PACC staff also partner with various nonprofit organizations that specifically support seniors. Organizations such as Oasis, the Senior Service Council, and Senior Enterprises operate out of the Center and offer a one-stop service point providing programs and opportunities for seniors that City staff alone would not be able to offer. These groups provide local day and overnight trips; groceries and food resources; transportation (taxi) program for doctor's visits; income tax support; enrichment and technology classes; legal aid and notary services; and health, hearing, and dental screenings. The San Diego Food Bank also runs a monthly distribution of their Senior Food Program on-site at the Center. This network of resources provide the necessary support structure for older adults to live independently and remain vital, active members of the community.

It is projected that by 2030 San Diego County will have more than 1.2 million older adults (55+). This will likely result in more diverse service needs than what has been traditionally offered and could place greater demands on existing staff and infrastructure. In looking to the future, the Park Avenue Community Center is prepared to meet those needs through carefully crafted service offerings and expanded partnerships that address the vitality, social connectedness, and expectations of those individuals. It is necessary to identify those characteristics that will draw younger seniors to the facility and connect them with innovative programs, active classes, and vital resources. In doing so, we build a community center that supports and cares for society's most vulnerable in a positive, holistic, and wellness-centric manner.



STAFF REPORT

January 12, 2021
File Number 0680-50

SUBJECT

AMENDMENT TO MUNICIPAL CODE CHAPTER 32, SUBDIVISIONS

DEPARTMENT

Engineering Services

RECOMMENDATION

Request the City Council adopt Ordinance No. 2022-02 amending Chapter 32, Subdivisions, of the Escondido Municipal Code to clarify and streamline the approval process for final maps in accordance with the Subdivision Map Act.

Staff Recommendation: Approval (Engineering: J. Procopio)

FISCAL ANALYSIS

There are no fiscal impacts to the City of Escondido ("City") associated with this Code amendment. The cost of processing subdivision maps is paid for by the project applicant in accordance with the adopted fee schedule.

ENVIRONMENTAL REVIEW (CEQA)

The proposed updates to the Chapter 32, Subdivisions are solely changes to the City's administrative processes, under the authority provided by state law. The proposed Ordinance consists of administrative activities of the City that will not result in direct or indirect physical changes to the environment. Thus, the Ordinance is not a project under CEQA pursuant to CEQA Guidelines section 15378(b)(5).

PREVIOUS ACTION

None.

BACKGROUND

Updates to Chapter 32 of the Municipal Code are recommended to clarify the procedure and clearly designate the approval authority for actions related to subdivisions of land. To add clarity for project applicants, a list of the tentative map application requirements have been added to the Code.

Clear designations of the advisory agency responsible for review and decisions have been added to the Code. The Planning Commission continues to be the advisory agency responsible for tentative subdivision



CITY of ESCONDIDO

STAFF REPORT

maps, including conditions of project approval. The Director of Community Development or the City Engineer are designated for more routine actions that include boundary adjustments, time extensions, substantial compliance determinations, environmental certifications, map corrections, improvement agreements, acceptance of completed public improvements, and release of securities. These proposed designations are consistent with past practices.

In addition to these clarifications, staff recommends that the approval process for final maps be streamlined by delegating approval authority to the City Engineer. Tentative maps and other entitlements, including conditions of development approval, would continue to be considered by the City Council or other existing designated approval body. While final maps have traditionally been approved on consent by the City Council, the approval of a final map is a ministerial action. If the final map conforms to the requirements of the tentative map, Municipal Code, and Subdivision Map Act, the final map must be approved. The Subdivision Map Act allows cities to delegate, via an ordinance, authority for approval of final maps, execution of subdivision improvement agreements, accepting or rejection of dedications, and the release or reduction of securities to the City Engineer, or other designated official. (See Government Code sections 66458(d) [authority for designated official to approve final maps and accept or reject dedications], 66462(d) [authority for designated official to enter into subdivision improvement agreement], 66463(b) [authority for designated official to approve parcel maps and accept or reject dedications], 66499.7(j) [authority for public officer or employee to release or reduce security].)

The key benefit to delegating approval of final maps and execution of subdivision improvement agreements is that the process will be shortened and made more efficient. This is particularly important as tax certificates for final maps often expire at the end of a calendar year, a time when Council meetings are less frequent. The City Council will be notified of the filing of a final map allowing its approval within 10 days. Final map approval or disapproval may be appealed for a decision by the City Council.

The proposed ordinance will also clarify procedures for tentative map applications, pursuant to Government Code section 66452, which provides that a city's local ordinance governs such procedures.

ORDINANCES

- a. Ordinance No. 2022-02

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 32 OF THE MUNICIPAL CODE PERTAINING TO SUBDIVISIONS

The City Council of the City of Escondido, California, does hereby ordain as follows:

SECTION 1. The City Council makes the following findings:

a. That the City of Escondido (“City”) is subject to the requirements of Subdivision Map Act; and

b. That the Subdivision Map Act allows the City to delegate authority for approval of final maps, execution of subdivision improvement agreements, accepting or rejection of dedications, and the release or reduction of securities to the City Engineer, or other designated official, pursuant to Government Code sections 66458(d), 66462(d), 66463(d), and 66499.7(j).

c. That the amendments to Escondido Municipal Code Chapter 32 pertaining to Subdivisions as proposed by this Ordinance reflect revisions necessary to align with the Subdivision Map Act.

SECTION 2. That upon consideration of the staff report, City Staff recommendation, and the findings set forth in Section 3 this Ordinance, this City Council finds that adoption of the proposed Municipal Amendments to Chapter 32 pertaining to Subdivisions are in the best interest of the City.

SECTION 3. ENVIRONMENTAL REVIEW. The proposed Ordinance is not a project under CEQA pursuant to CEQA Guidelines section 15378(b)(5), as the proposed updates are solely changes to the City’s administrative processes, under the authority provided by state law, and consist of administrative activities of the City that will not result in direct or indirect physical changes to the environment.

SECTION 4. That Chapter 32 of the Escondido Municipal Code is hereby amended as set forth in Exhibit “A” to this Ordinance and incorporated herein by this reference as though fully set forth herein.

SECTION 5. SEVERABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. As of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed. Renumbering and relabeling of existing ordinance title, chapter, article, and/or section headings by this ordinance does not affect the continuing validity of existing laws. Any existing reference to an ordinance, title, chapter, article, or section heading which is renumbered or relabeled by this ordinance must be construed to apply to the corresponding provisions contained within this ordinance.

SECTION 7. The adoption of this Ordinance is not intended to affect or disrupt the continuity of the City's business or administration of its law, including but not limited to the following:

- a. Actions and proceedings that began before the effective date of this Ordinance;
- b. Prosecution for ordinance violations committed before the effective date of this Ordinance; and/or
- c. The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this Ordinance.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 9. This Ordinance shall become effective on the 30th day following the date of its adoption.

Chapter 32 Subdivisions, Article 1 General Provisions

32.101. TITLE AND APPLICABILITY

32.101.01. TITLE

This Chapter 32 shall be known as the “Escondido Subdivision Code.” (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.101.02. SUBDIVISION MAP ACT

The City of Escondido hereby adopts the Subdivision Map Act (Division 2 of Title 7 of the Government Code of the State of California) hereafter “Map Act,” as amended, by reference. The provisions of the Map Act shall apply to all divisions of land occurring within the City of Escondido and the City’s General Plan area under a concurrent annexation and pre-zoning request or as specifically authorized by the City Council. Whenever any provision of this chapter is in conflict with any provision of the Map Act, the Map Act shall supersede this chapter. This chapter clarifies processes and requirements specific to the City of Escondido. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.101.03. OTHER LAWS

Any division of land to which this chapter applies shall also be subject to the requirements of any other federal, state or local laws, statutes, ordinances, rules and regulations otherwise applicable to such division. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.101.04. APPLICATIONS WITHIN COUNTY OF SAN DIEGO JURISDICTION

Map applications for property within the County of San Diego shall only be accepted with the approval of the City Council and the concurrent submittal of a pre-zoning and annexation request. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.102. DEFINITIONS

Words used in this chapter, which are defined in the Map Act but not specifically defined in this chapter, shall have the same meaning as they do in the Map Act. Words used in this chapter which are not defined in this chapter or in the Map Act shall have the same meaning as in the Escondido Zoning Code. Whenever the following words are used in this chapter, they shall have the meaning ascribed to them in this division.

ADJUSTMENT PLAT: An adjustment to the property lot line(s) between two (2) or more existing lots by means of a plat prepared pursuant to Division 32.402 of this chapter and certified by the Director of Planning and Building as having been approved pursuant to this chapter and filed in the Planning Division.

ADVISORY AGENCY: As the term is used in the Map Act (including Map Act section 66415) or this chapter, the advisory agency shall be defined as follows:

- (i) the Planning Commission is hereby designated as the advisory agency as to the final review and decision for Tentative Subdivision Maps pursuant to section 32.105.03;
- (ii) the Director of Community Development is hereby designated as the advisory agency as to certificates of compliance pursuant to section 32.404.03, boundary adjustments, substantial compliance, environmental document certification (including environmental impact report addenda, mitigated negative declarations and categorical exemptions) pursuant to section 32.105.02, tentative map and tentative parcel map extensions of time pursuant to section 32.210.02, tentative map

modification pursuant to section 32.211, minor modifications of design standards pursuant to section 32.105.05; and

(iii) the City Engineer is hereby designated as the advisory agency as to the approval of Final Maps, Parcel Maps, minor modifications of design standards, Final and Parcel Map modifications and corrections, abandonment of public easements granted without remuneration, plan approval, acceptance of improvements as complete, filing of notices of completion, release of security pursuant to section 32.205.03, and the approval and execution of improvement agreements subject to this chapter, including pursuant to section 32.205.01.

CEQA: The California Environmental Quality Act, Public Resources Code Sections 21000—21177, and the state CEQA Guidelines for implementation prescribed by the Secretary for Resources.

CERTIFICATE OF COMPLIANCE: A document describing a unit or contiguous units of real property and stating that the division thereof complies or conditionally complies with applicable provisions of the Map Act and City ordinances enacted pursuant thereto.

CERTIFIED MAP: A revised tentative map incorporating all modifications and changes required by the Tentative Subdivision Map or Tentative Parcel Map approval, which is determined by the Planning Division to be in substantial conformance with the tentative map approval.

CITY ENGINEER: As used in this chapter, City Engineer shall mean the City Engineer of the City of Escondido or their authorized representative.

COMPLETE APPLICATION: Submittal of an application with all information required to evaluate conformance with the General Plan and Zoning Code.

DENSITY: The number of residential dwelling units per acre of lot area excluding areas of remainder parcels, areas of nonresidential development, the panhandle portion of a flag lot, and areas of dedication for street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA — see Flooding Map) or the City, slope categories, and other environmental factors as designated.

DISCRETIONARY ACTION: The review process which requires consideration of and action on a request at a duly noticed public hearing by the Planning Commission and/or the City Council, including but not limited to, tentative subdivision maps, variances, zone changes, general plan amendments, conditional use permits, zoning code amendments, development agreements, planned development proposals, annexations, and condominium permits.

FINAL MAP: A final map prepared pursuant to Chapter 2, Article 2 of the Map Act in accordance with the approved or conditionally approved tentative map.

IMPROVEMENT, ON-SITE AND/OR OFF-SITE: In addition to its definition in Section 66419 of the Map Act, all those items necessary to satisfy the needs of the subdivision including, but not limited to, local neighborhood traffic, drainage, flood control, fire protection, sanitation and water requirements as a condition prior to the approval of a Final Map or Parcel Map.

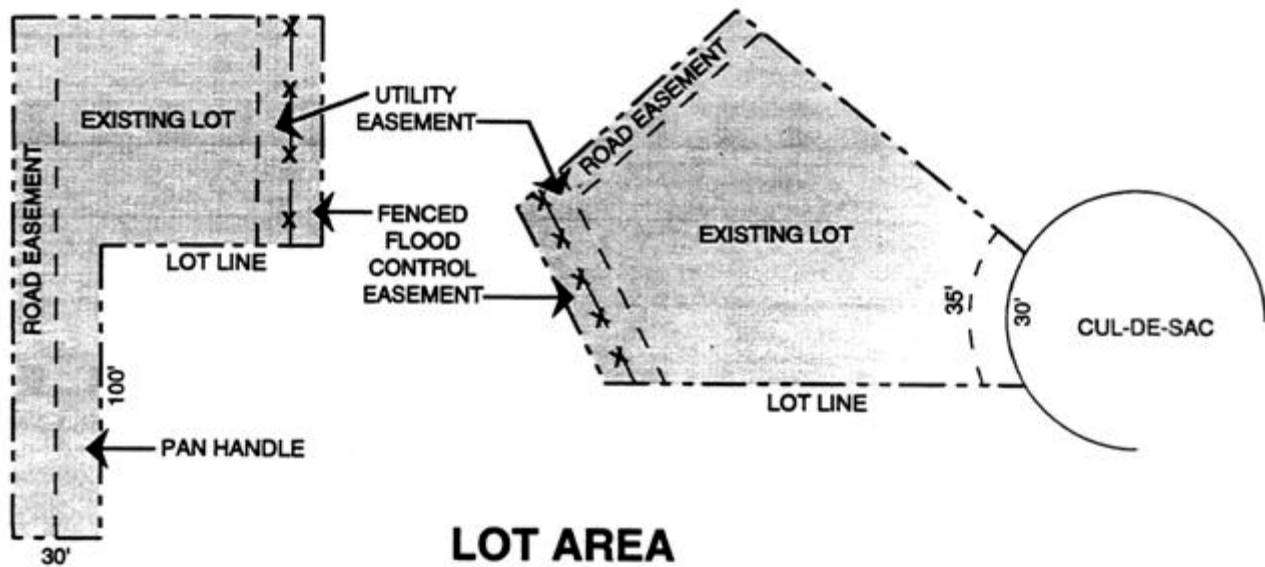
INFILL DEVELOPMENT: Development that occurs on contiguous vacant lots scattered within areas that are already predominantly developed or urbanized to the highest intensity allowed by the Zoning designation and the General Plan.

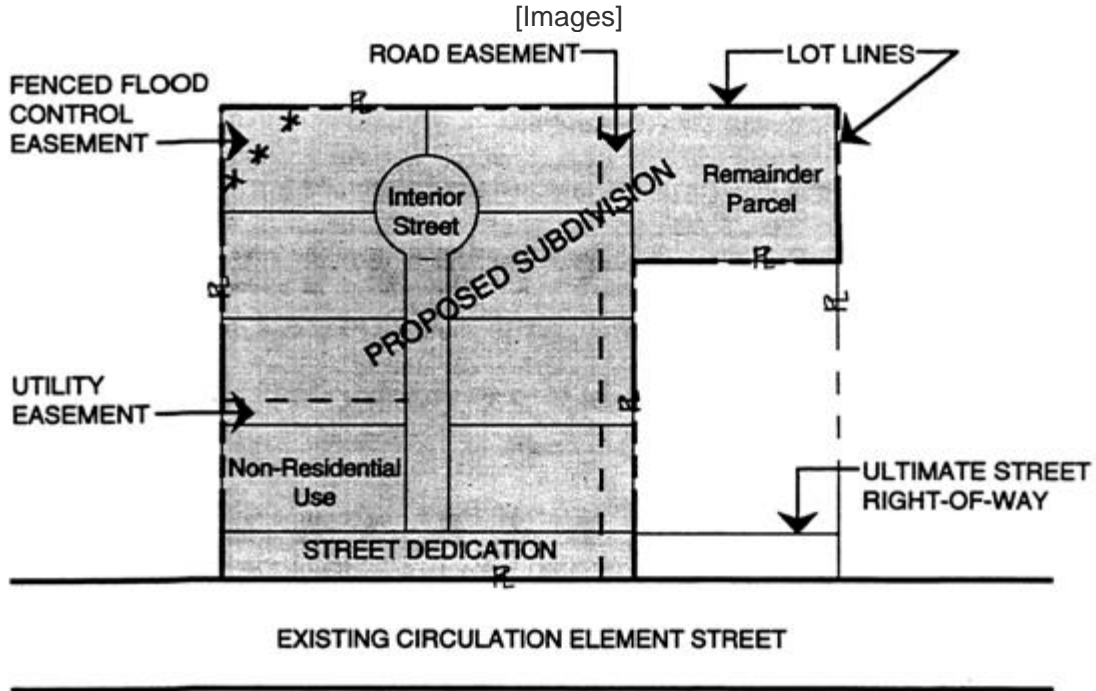
LEGISLATIVE BODY: The City Council is the legislative body of the City of Escondido.

LOT AREA: The horizontal area within the boundary lines of a lot.

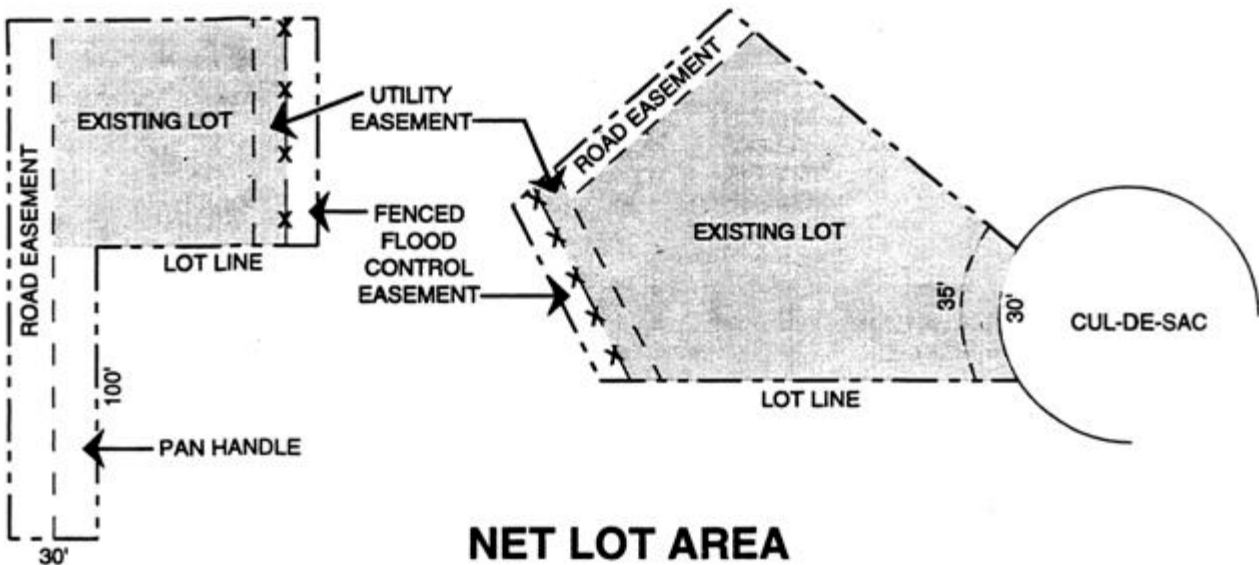
NET LOT AREA: The horizontal area within the boundary lines of a lot exclusive of:

- The area of any street or alley right-of-way, dedication, offer of dedication, and road easements.
- Any fenced flood-control easement.
- Any portion of the lot which is less than thirty-five (35) feet wide for a distance of fifty (50) feet or more and which is designed or used to provide vehicular or pedestrian access to the part of such lot which is designed for use as a building site.





 **LOT AREA**



NET LOT AREA

MAP ACT: The Subdivision Map Act as set forth in Division 2 of Title 7 of the Government Code (Sections 66400 et seq.) of the State of California.

PANHANDLE LOT: A lot having access to a street by a narrow extension of the lot.

PARCEL MAP: A map prepared pursuant to Chapter 2, Article 3 of the Map Act in accordance with the approved or conditionally approved tentative map.

REMAINDER PARCEL: That portion of land which is not divided for the purpose of sale, lease, or financing when only a portion of real property is subdivided, which meets the minimum development standards of the General Plan and Zoning Code as if it were a lot.

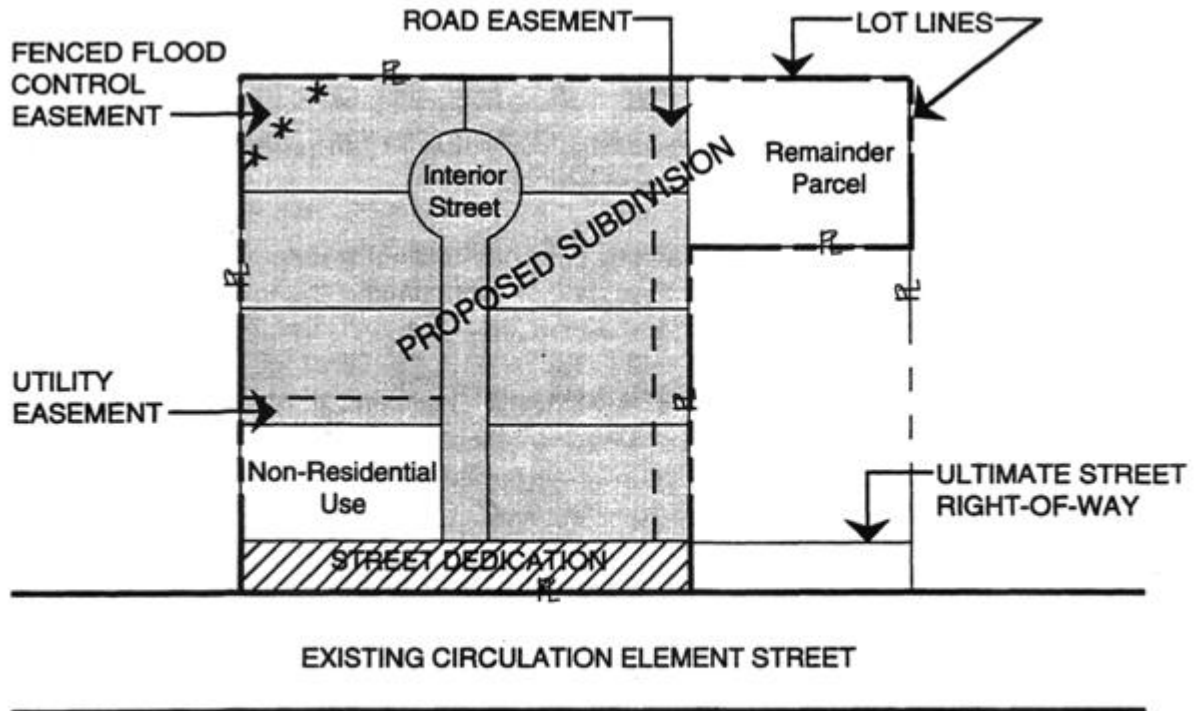
RESIDENT PURCHASE OF A MOBILEHOME PARK: The purchase by existing residents of a mobilehome park for the purpose of conversion to a mobilehome condominium project, mobilehome stock cooperative or any similar project where the member of the project owns a home ownership share, fee lot, or condominium unit.

SUBSTANTIAL CONFORMANCE: A determination by the Director of Planning and Building that a revised map complies with the conditions of the map approval where no additional grading exemptions, units, property, or parcels are involved, the approved minimum lot size is maintained, no significant environmental impact is created, and the revisions are consistent with the character of the original approval.

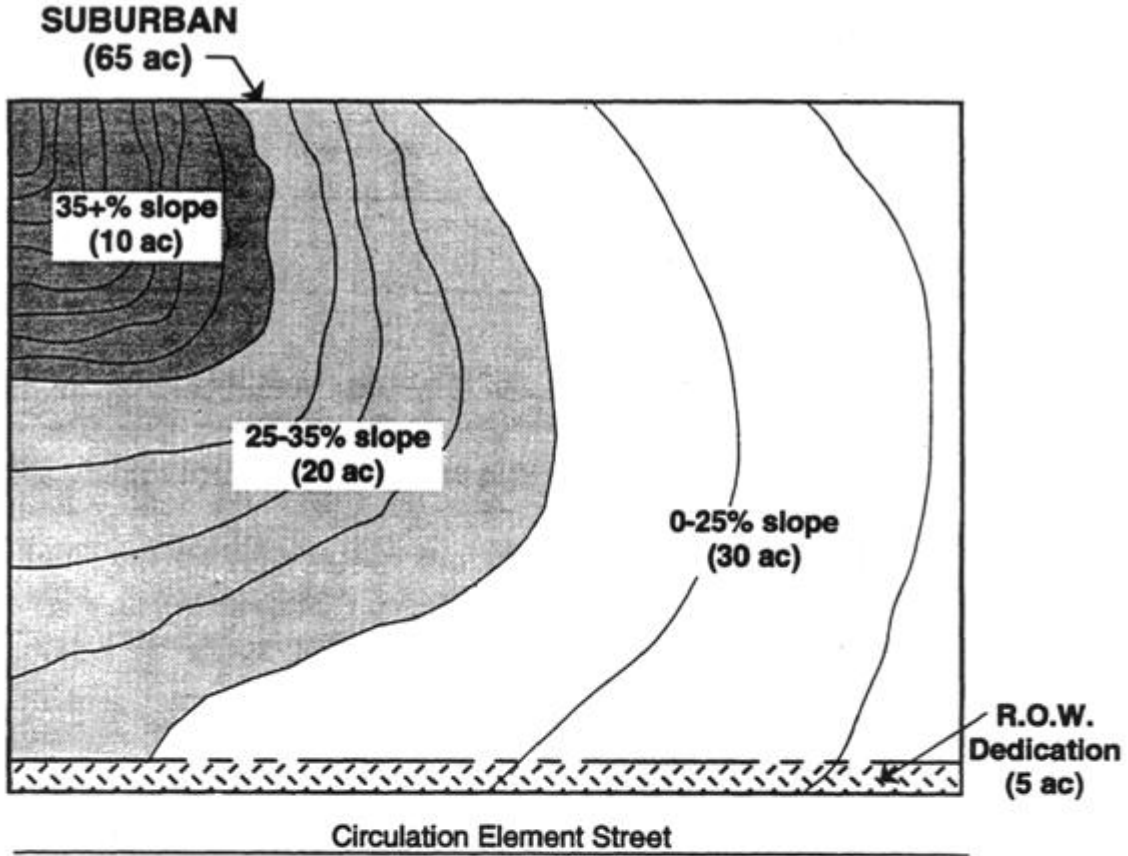
THROUGH LOT: A lot having a frontage on two (2) parallel or approximately parallel streets.





YIELD: The maximum allowable number of dwelling units permitted for a proposed subdivision, reflective of all General Plan and Zoning Code criteria. The yield is the sum of the density calculations for all lot area within each General Plan Land Use Designation and slope category and/or other constrained land category. For the purpose of calculating yield, the lot area excludes the area of remainder parcels, areas of nonresidential development, and ultimate Circulation Element street rights-of-way, and includes the area of any interior noncirculation element streets. See "Yield Example."

ZONING CODE: The Escondido Zoning Code, Chapter 33 of the Escondido Municipal Code. (Ord. 96-26, § 1, Exh. A, 9-11-96; Ord. No. 2020-31R, § 6, 1-13-21)



**LOT AREA FOR PURPOSES OF
CALCULATING YIELD & DENSITY**



SUBURBAN (min lot size 10,000 SF)			
	0 - 25% @ 3.3 du/ac	- 30 ac	= 99 du
	25 - 35% slope @ 1.5 du/ac	- 20 ac	= 30 du
	35+% slope @ 1 du/20 ac	- 10 ac	= 0.5 du
	Circulation Element Street Dedication	- 5 ac	= N/A
	Total Site Area	65 ac	129.5 du
			Potential Yield = 129 du

Maximum Allowable Density

$$\frac{\text{Maximum permitted dwelling units}}{\text{Lot area for purposes of calculating yield}} = \frac{129 \text{ du}}{60 \text{ ac}} = 2.15 \text{ du/ac}$$

YIELD EXAMPLE

[Image]

32.103. RESPONSIBILITIES

The City Council and/or the advisory agency as designated in Division 32.102, or the authorized representative, is empowered and directed to carry out the duties assigned by this chapter including, but not limited to:

- A. Investigate each application.
- B. Consider the recommendations of:
 - 1. The City Engineer and the Director of Planning and Building, or their authorized representatives, with respect to the design of the proposed subdivision and the kind, nature, and extent of the proposed on-site and off-site improvements; and
 - 2. The Fire Chief, the Chief of Police, and other City departments, public agencies and public and private utilities, or their authorized representatives, with respect to the availability of service and the kind, nature, and extent of necessary improvements.
- C. Consider the matters set forth in Chapter 4 of the Map Act and make findings in accordance with Division 32.209 of this chapter.
- D. Take an action or make a recommendation on the application.
- E. Prescribe or recommend the kind, nature and extent of the improvements to be constructed or installed. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.104. FEES

All applications or other filings required or permitted by this chapter, or by the Map Act, shall be accompanied by a fee to be established by resolution of City Council. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.105. REVIEW PROCESS—GENERAL

32.105.01. MULTIPLE APPLICATIONS

Any discretionary action needed to achieve conformance to the General Plan or the Zoning Code shall be processed concurrently with the application required or permitted by this chapter. Where one or more actions requires the approval of the Planning Commission, then all actions shall be taken by the Planning Commission. When one or more actions require the approval of the City Council, then all actions shall be taken by the City Council. The effective date of any action on a tentative map shall be concurrent with the associated discretionary application. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.105.02. DIRECTOR OF PLANNING AND BUILDING REVIEW

The Director of Planning and Building or his designated representative shall review applications for completeness and shall prepare the appropriate environmental document pursuant to CEQA and the Administration and Enforcement division of the Zoning Code. Upon consideration of the application, comments from other city departments, other agencies or utilities, and other available information, the Director of Planning and Building shall take an action or make a recommendation as follows:

- A. **Action.** The Director shall approve, conditionally approve or deny a Tentative Parcel Map, Adjustment Plat, or Certificate of Compliance, and shall make such findings as may be required by

the Map Act and this chapter. The Director shall provide written notification to the applicant of the decision on the application.

B. Recommendation. The Director shall submit written recommendations concerning a Tentative Subdivision Map to the Planning Commission, and recommendations concerning a Reversion to Acreage to the City Council, for consideration at a public hearing. For projects requiring potential condemnation, the Director shall provide written notification to the City Council prior to consideration by the Planning Commission. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.105.03. PLANNING COMMISSION REVIEW

A. Action. The Planning Commission shall hold a duly noticed public hearing to consider an application for a Tentative Subdivision Map. The Planning Commission shall approve, conditionally approve, or deny the application, and shall make such findings as are required by the Map Act and this chapter. The Commission shall file a resolution of its action with the City Clerk within five (5) days of the action.

B. Recommendation. When an application for a Tentative Subdivision Map is accompanied by a request for a discretionary review which requires action by the City Council, the Planning Commission shall submit written recommendations to the City Council for consideration at a public hearing. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.105.04. CITY COUNCIL REVIEW

A. Action. The City Council shall hold a duly noticed public hearing to consider an application or a Reversion to Acreage or a Tentative Subdivision Map accompanied by a request for a discretionary review which requires action by the City Council. The City Council shall approve, conditionally approve, or deny the application and shall make such findings as are required by the Map Act and this chapter. The City Council may also refer an application back to staff or the Planning Commission without taking an action.

B. Resolution. The City Council shall file a resolution indicating the action taken on the application, and the findings made by the City Council as required by the Map Act and this chapter. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.105.05. WAIVER OR MODIFICATION OF REGULATIONS

When the approval body or official of a proposed subdivision, as specified in Division 32.105 and 32.303, finds that it is impossible or impractical for the subdivider to conform fully to the design and improvement requirements of this chapter due to unusual conditions related to size, shape, topography, proposed use, or title limitations of record affecting the real property to be divided, that approval body may waive or modify these requirements provided that this waiver or modification shall be in conformity with the requirements of the Map Act and the spirit and purpose of this chapter. Reasonable conditions deemed necessary and appropriate by the approval body or official may be imposed. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.106. NOTICE REQUIREMENTS

32.106.01. PUBLIC HEARINGS

A. Notice of required public hearings shall be given as provided in the Administration and Enforcement division of the Zoning Code. The Director of Planning and Building may give such other notice as deemed necessary or advisable.

B. In the case of a conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, the subdivider shall give all notices required by the Map Act. In addition, the subdivider shall be responsible for expenses incurred by the City in giving notice as required by Sections 66427.1, 66451.3, 66452.3 and 66452.5(e), or any successor section or replacement sections of the California Government Code. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.106.02. NOTICE OF INTENDED DECISION

A Notice of Intended Decision shall be given as provided in the Administration and Enforcement division of the Zoning Code for Tentative Parcel Maps. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.106.03. LETTER OF ACTION

A letter detailing the action taken on an application and any conditions of approval shall be provided to the applicant for Adjustment Plats, Certificates of Compliance, minor map modifications, and correction and amendments of recorded maps. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.107. APPEALS

A. If the subdivider or any interested person is dissatisfied with an action of the Director of Planning and Building, or Planning Commission with respect to a subdivision related application, the subdivider or such interested person may file a written appeal as provided in the Map Act and the Administration and Enforcement division of the Zoning Code.

B. An appeal shall not be deemed filed unless and until a fee, established by resolution of the City Council has been paid, to cover the costs of processing and noticing the appeal. (Ord. 96-26, § 1, Exh. A, 9-11-96)

Chapter 32 Subdivisions, Article 2 Tentative Maps

32.201. APPLICATIONS 32.201.01. SUBMITTALS

A. Application Package. Applications for the development of a subdivision shall be submitted to the Planning Division on a City application form, together with all fees, plans, maps, technical studies, and any other information required by the Division to determine and conduct the appropriate environmental process required, potential condemnation for off-site improvements, and whether the proposed project is consistent with federal and state requirements, the Escondido General Plan, and City codes and policies. A Tentative Parcel Map application shall be required for all subdivisions for which a Tentative Subdivision Map is not required by Map Act Section 66426 et seq., or as otherwise permitted by this chapter. All related discretionary and/or administrative applications necessary for evaluating the project's compliance with required findings shall be submitted concurrently.

B. Map Requirements. Tentative Maps shall be prepared by or under the direction of a licensed surveyor or registered civil engineer. Tentative Maps shall clearly show all information required by this Article, and shall be drawn to an engineer's scale of not less than one inch equals 40 feet. The Tentative Map shall contain all of the following:

1. The tract number.
2. Sufficient legal description of the property to define its boundaries.
3. Names, addresses, and telephone numbers of the record owner, subdivider, and person preparing the map.
4. North point, engineering scale, date, and area.
5. The widths and approximate locations of all existing and proposed public easements or rights of way, or private street easements, within and adjacent to the property involved.
6. Locations, widths, and approximate grades of existing and proposed highways, streets, or alleys, whether public or private, within and adjacent to the property involved.
7. Existing street names, and the names or designations for all proposed streets and highways.
8. Approximate radii of all center line curves for streets, highways, or alleys.
9. Lot layout, approximate dimensions of each lot, lot size and number of each lot.
10. The locations of potentially dangerous areas, including geologically hazardous areas and areas subject to inundation or flood hazard; the location, width, and direction of flow of all watercourses, flood control channels, and mud or debris paths where ravines or swales will exist within and adjacent to the property involved; building setbacks from such hazards and the proposed method of providing flood, erosion, and mud or debris control; and areas where access and emergency paths will be located in the event flood design capacity is exceeded. Lot lines shall be located so that the flow of watercourses and mud and debris paths, access and emergency paths, and setbacks shall be adjacent to lot lines or in areas of restrictions against construction.
11. The existing contour of the land at intervals of not more than two-foot intervals, proposed pad elevations, proposed contours, slopes, identification of slopes over 2:1, proposed grading exemptions, and identification of ridgeline.
12. The approximate location of all buildings or structures on the property involved that are to be retained, notations concerning all buildings that are to be removed, and approximate locations of all existing wells.
13. The approximate location and general description of any large or historically significant trees or shrubs and of any protected trees or shrubs and an indication as to the proposed retention or destruction of the trees or shrubs.
14. Location of adjacent leach fields and demonstrate cut slope setbacks per County Department of Health Standards.

15. Method, Location, and Sizing of all applicable Storm Water Treatment and Hydromodification.
16. Identify all proposed Street Vacations and/or Public Easement Abandonments.
17. If any streets shown on the Tentative Map are proposed to be private streets, they shall be clearly indicated. Such streets shall conform to the requirements of the City's Design Standards.
18. The existing and proposed method of providing sewage disposal, potable water, reclaimed water where applicable, and drainage for the property.
19. Existing and proposed electric, gas, and communications facilities, including overhead poles and lines, underground conduit and substructures.
20. A statement regarding existing and proposed zoning.

C. Vesting Tentative Maps.

1. **Application.** Whenever a provision of the Map Act or this Chapter requires the filing of a Tentative Map, a Vesting Tentative Map may instead be filed, in accordance with the provisions of this Chapter. If a subdivider does not seek the vested development rights conferred by the Map Act and this subsection, the filing of a Vesting Tentative Map shall not be a prerequisite to any approval for any proposed subdivision, permit for construction, or work preparatory to construction.
2. **Procedures.** A Vesting Tentative Map shall be filed on the same form and have the same contents, accompanying data, and reports, and shall be processed in the same manner as set forth in this Chapter for a Tentative Map, except as otherwise provided in this subsection 32.101.01(C). At the time a Vesting Tentative Map is filed, it shall have printed conspicuously on its face the words "Vesting Tentative Map." If it is known at the time of filing that an additional approval is necessary, the application for such additional approval shall be filed prior to or simultaneously with the Vesting Tentative Map. Fees for review of each of the map requirements listed below, and any other requirements identified by the Director, at the time of application.
3. At the time a Vesting Tentative Map is filed, a subdivider shall provide all information required in connection with the filing of a Tentative Map by this Code, including but not limited to the information required by subsection 32.101.01(B). In addition to any other required information, a subdivider shall provide the following supplemental information:
 - a. Architectural Design Review, including four-sided elevations showing the architectural features of each proposed building and other features including height, bulk, location and colored materials boards.
 - b. The final engineering design for grading and improvement plans and specifications for all public and private facilities, including but not limited to on-site and off-site sewer, water, recycled water, drainage, roads, and other onsite and offsite improvements. The subdivider must submit detailed geological, drainage, flood control, stormwater management, soils, traffic, or other reports deemed necessary by the Director to permit a complete review of the design and improvements for the subdivision.
 - c. Precise grading plans showing existing and proposed finished grades, including the plotting of each building on each lot, driveways, fencing, drainage, and the sizing of storm water treatment and attenuation facilities, in sufficient detail to permit approval of such final grading plans.
 - d. Detailed irrigation and landscape plans, including water use calculations.
 - e. A plan showing proposed phasing of final maps, and phasing for construction.
 - f. Building permit applications, including the plans, and calculations for each building, electrical, mechanical, plumbing and structural details.
 - g. Fire sprinkler plans and calculations.
 - h. Documentation of successful coordination with each resource agency or alternate jurisdiction that has approval authority for any component of the project.

4. **Development Rights.** The approval or conditional approval of a Vesting Tentative Map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect on the date the application is deemed complete, and with the conditions of approval imposed and specifically enumerated by the advisory agency.

D. Health Department Certification. A Tentative Map application will not be accepted for processing unless a sanitary sewer is available to each lot or the county Health Department has approved each lot for installation of a sewage disposal system in accordance with the Private Sewage Disposal Systems ordinance.

E. Type of Application. Pursuant to Map Act Section 66426 et seq., a Tentative Subdivision Map application shall be required when the proposed subdivision would result in the creation of five (5) or more lots, condominiums, or stock cooperative dwelling units, and a Tentative Parcel Map application shall be required when the proposed subdivision would result in the creation of four (4) or fewer lots, except as may otherwise be permitted by the Map Act. No application for a subdivision shall be accepted where the land proposed for division is a lot or parcel created illegally, unless the lot or parcel has been approved by the Director of Planning and Building, or on appeal by City Council, in accordance with Division 32.404 of this chapter and the Certificate of Compliance has been filed with the County Recorder. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.201.02. EXCEPTIONS

The provisions of this article shall not apply to the conveyance, transfer, creation or establishment of an easement for sewer, water or gas pipelines and appurtenances or electrical or telephone poles, lines or conduit appurtenances; nor shall it apply to those subdivisions or circumstances described in Sections 66412 and 66428 of the Map Act. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.202. YIELD

32.202.01. APPLICABILITY

Proposed residential development projects shall not exceed the densities listed for the residential land use designations in the Escondido General Plan and Zoning Code, which indicate MAXIMUM development potential. The ACTUAL yield may be less than the maximum development potential due to development standards, policies, and environmental factors detailed in the General Plan and Zoning Code. Yield calculations resulting in any fractional units shall be rounded down to the next whole number to determine the number of residential units permitted on a parcel of land, except as may be permitted by Sections 32.202.02 and 32.202.03. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.202.02. EXCEPTIONS

Exceptions from density requirements may be permitted for the timely development of lots pursuant to a development agreement, or Vesting Tentative Subdivision Map or Vesting Parcel Map approved prior to the effective date of the General Plan (June 6, 1990), and for the conversion of existing mobile home parks or multiple residential units to resident ownership, and for requests for a density bonus pursuant to the residential land use section of the Zoning Code. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.202.03. DENSITY CONFORMANCE—TENTATIVE PARCEL MAPS

Notwithstanding Section 32.202.01, proposed Tentative Parcel Maps involving constrained lands or limited street dedications on the property, may be considered in conformance with the General Plan,

if the Director of Planning and Building determines that the proposed project satisfies each of the following criteria:

- A.** The Tentative Subdivision or Parcel Map proposes lot sizes which conform with the standards of the current zoning designation and such zoning conforms with the current land use category of the General Plan;
- B.** The proposed lot sizes conform with the minimum size specified in the General Plan Land Use Category in which it is located;
- C.** The proposed map is infill in nature and the proposed lot sizes are compatible with the size and design of surrounding properties; and
- D.** The map design conforms with other General Plan goals regarding the preservation of wetlands, riparian areas, steep slopes, and sensitive habitat areas. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.203 DESIGN CRITERIA

All subdivisions shall meet the design, dedication, easement and construction of off-site and on-site improvement requirements pursuant to the Map Act, this chapter, and the City's design standards and standard drawings as may be adopted by the City Council, unless a waiver or modification is granted in accordance with Section 32.105.05.

- A.** Every lot and remainder parcel shall conform to the minimum net lot area and lot dimensions specified in Chapter 33 of this code for the zone in which said lot is located at the time the application is deemed complete.
- B.** When structures and/or improvements exist and are to remain on a parcel designated as a remainder parcel on the tentative map, the proposed subdivision design shall not result in the creation of any situation not in conformance with the development standards of the zone in which it is located.
- C.** Every lot and remainder parcel shall front on a dedicated street or a street offered for dedication, unless easement access is permitted by Chapter 33 of this code.
- D.** Through lots shall not be allowed unless vehicular access rights are relinquished to one of the abutting streets.
- E.** To the extent feasible, the side lines of all lots shall be at right angles or radial to the street upon which the lots front.
- F.** To the extent feasible, side and rear lot lines shall be located along the top of man-made slopes.
- G.** Bicycle ways shall be included in a subdivision when shown on the General Plan or adopted Master Plan in accordance with Section 66475.1 of the Map Act.
- H.** Parks, trails and recreational facilities shall be included in a subdivision when shown on the General Plan or adopted Parks, Trails and Open Space Master Plan in accordance with Section 66477 of the Map Act.

- I. Grading within the subdivision should not be in excess of that reasonably required to develop the site in harmony with the natural configuration of the land, pursuant to the Excavating and Grading division of the Zoning Code.
- J. Intersections of local streets or of local streets with streets shown on the Circulation Element of the Escondido General Plan shall be aligned in accordance with Escondido City standards.
- K. In general, the streets shall extend to the boundary of the subdivision to provide the proper access to the adjoining property, and provide for proper connection with the highway system for contiguous and adjacent land and provide adequate turnaround.
- L. Intersections of streets shall be at an angle of ninety degrees (90°) or as close to such an angle as practical.
- M. Grades of all streets shall be as low as possible, consistent with the advantageous development of the proposed subdivision.
- N. Cul-de-sac streets, emergency access roads, and fuel modification zones in areas of high fire hazard, shall be in accordance with Escondido City standards to the satisfaction of Engineering and Fire departments.
- O. Panhandle lots are discouraged. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204. REQUIRED IMPROVEMENTS

32.204.01. APPLICABILITY

All subdividers shall be required to pay the same fees and make the same improvements as required herein, except where the subdivision results in:

- A. The division of any parcel or parcels of land into lots or parcels of forty (40) acres or more; or
- B. The creation of not more than two (2) lots for financing purposes or to establish vehicle parking areas.

The Director of Planning and Building, City Engineer, Planning Commission, or City Council may grant a waiver or modification of improvement requirements in accordance with Section 32.105.05. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.02. REQUIREMENTS

Before approval of a Final or Parcel Map for a subdivision, the subdivider shall:

- A. Grade and improve or agree to grade and improve all land dedicated or to be dedicated for streets or easements, bicycle ways and all private streets and private easements laid out on a Final Map or Parcel Map in such manner and with such improvements as are necessary in accordance with the Escondido City standards;
- B. Install or agree to install sewers or sewage disposal systems in accordance with the Private Sewage Disposal Systems ordinance;
- C. Provide proof satisfactory to the City Engineer that there exists an adequate potable water supply available to each lot or parcel and that the subdivider will install or agree to install water supply facilities to the satisfaction of the City Engineer provided that the City Engineer may require

such other system or size of water supply pipe as recommended by the water facility serving the subdivision;

D. Install or agree to install as required by the City Engineer, fire hydrants and connections, which hydrants and connections shall be of a type approved by the Escondido Fire Chief; and

E. Construct or agree to construct all off-site improvements required by the City Engineer. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.03. EXCEPTIONS TO SURFACING REQUIREMENTS

For offers of dedication for streets rejected pursuant to Section 66477.1 of the Map Act, and for private streets delineated on Parcel Maps where each parcel shown contains a gross area of twenty (20) acres or more, no surfacing shall be required provided that this shall not be construed as relieving the subdivider of the obligation to:

A. Grade such rejected streets to grades and widths required by the Escondido City standards and this chapter.

B. Install all drainage structures and facilities required by the City Engineer which shall conform to the Escondido City standards.

C. Install water supply pipelines, sewer mains, reclaimed water pipelines, fire hydrants and connections as may be required by the City Engineer and Fire Chief, which shall conform to the Escondido City standards. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.04. PUBLIC SEWER SYSTEM

When the City Engineer determines that, by reason of the size and shape of the proposed lots, the nature of the terrain to be subdivided, the soil condition of the lots and the development of the area in the vicinity of the proposed subdivision, a public sewer system serving the lots will be required to preserve the public health, or if there is a public sewer main within two hundred (200) feet of the property boundary, the subdivider shall be required to install or agree to install a public sewer system serving said lots as a condition precedent to the approval of any Final or Parcel Map. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.05. UNDERGROUNDING UTILITIES

All new and existing utilities distribution facilities, including cable television lines and other communication facilities within the boundaries of any new subdivision or within any property abutting a proposed new subdivision, shall be placed underground pursuant to the requirements of Escondido Municipal Code Section 23-47. (Ord. 96-26, § 1, Exh. A, 9-11-96; Ord. 2005-02 § 1)

32.204.06. FLOOD CONTROL OR DRAINAGE

The subdivider shall install or cause to be installed all flood control and drainage improvements in conformance with the drainage policies of the General Plan, the Drainage Master Plan, the Engineering Division Policy for Drainage Studies, and City design standards. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.07. STREET TREES

The subdivider shall install or cause to be installed street trees as required by Escondido City standards pursuant to the landscape standards of Chapter 33, the Zoning Code. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.08. TRAFFIC CONTROL SIGNALS

The subdivider shall install or cause to be installed such traffic control signals or make modifications and upgrades to traffic signal/control equipment as may be required by the City Engineer, Planning Commission or City Council. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.204.09. STORM WATER QUALITY

The subdivider shall install or cause to be installed all required site design, source control and treatment control improvements in conformance with the Stormwater Design Manual, City design standards and Article 2 of Chapter 22 of the Municipal Code, including required maintenance agreement listed therein.

32.205. IMPROVEMENT AGREEMENTS

32.205.01. SUBDIVISION IMPROVEMENT AGREEMENTS—FINAL MAPS

A. As a condition precedent to the approval of a Final Map, and as permitted by Section 66462 of the Map Act, a subdivider may:

1. Enter into a subdivision improvement agreement with the City for the construction of improvements; or
2. Contract to a special assessment district if authorized by the City Council.

B. The City Engineer is authorized to enter into subdivision improvement agreements on the City's behalf. The City Engineer's action pursuant to this section may be appealed to the City Council for conformance with the Map Act and this chapter. The City Council shall periodically review the delegation of authority to the City Engineer

C. The subdivider shall prepare and deposit with the City Engineer detailed plans and specifications of the improvements to be constructed and such plans and specifications shall be made a part of any such subdivision improvement agreement pursuant to this section and of the improvement security.

D. A subdivider who enters into a subdivision improvement agreement pursuant to this section shall be required to furnish security for performance of the improvement agreement to the satisfaction of the City Engineer, and in conformance with this chapter and Chapter 5 (beginning with Section 66499) of the Map Act.

E. All agreements and securities pursuant to this section shall be approved as to form by the City Attorney.

(Ord. 96-26, § 1, Exh. A, 9-11-96)

32.205.02. IMPROVEMENT AGREEMENTS—PARCEL MAPS

A. Prior to approval of a Parcel Map, if improvements are to be located in public easements or rights-of-way, the City Engineer may require that the subdivider enter into an improvement agreement with the City to defer the construction of the improvements until some time in the future

B. Any improvement agreement executed pursuant to this section may be used to secure future improvements in easements, rights-of-way, or irrevocable offers of dedication; and may be used when the streets serving adjacent properties, or the area in general, or both, are below City standards to a degree that public action, such as assessment district proceedings, would be required in the future in order to improve such streets to City standards.

C. The City Engineer is authorized to enter into improvement agreements made pursuant to this section on the City's behalf. The City Engineer's action pursuant to this section may be appealed to the City Council for conformance with the Map Act and this chapter. The City Council shall periodically review the delegation of authority to the City Engineer

C. The subdivider shall prepare and deposit with the City Engineer detailed plans and specifications of the improvements to be constructed and such plans and specifications shall be made a part of any such improvement agreement pursuant to this section and of the improvement security.

D. A subdivider who enters into an improvement agreement pursuant to this section shall be required to furnish security for performance of the improvement agreement to the satisfaction of the City Engineer, and in conformance with this chapter and Chapter 5 (beginning with Section 66499) of the Map Act.

E. All agreements and securities pursuant to this section shall be approved as to form by the City Attorney.

(Ord. 96-26, § 1, Exh. A, 9-11-96)

32.205.03. IMPROVEMENT SECURITY

Any improvement agreement, contract or act for which security is required or authorized by the Map Act, this chapter, or any other local ordinances or regulations, shall be secured in accordance with the provisions of Chapter 5 (beginning with Section 66499) of the Map Act generally as listed below. The amount of security may be modified by the City Engineer as the City Engineer deems appropriate consistent with the Map Act.

A. Security Requirements. When public or private improvements are required to be constructed by the City, an agreement to improve and improvement security, in a form acceptable to the City Attorney, shall be posted by the applicant with the City for said improvements. This security shall be posted prior to filing of the Final Map or Parcel Map in the following amounts:

1. Faithful Performance Bond in an amount not less than 100% of the approved engineer's estimate of the cost of public improvements.
2. Labor and Materials Bond in an amount not less than 50% of the approved engineer's estimate of the cost of public improvements.
3. Guarantee and Warranty Bond in an amount not less than 10% of the approved engineer's estimate of the cost of public improvements.
4. Grading Bond in an amount not less than 100% of the approved engineer's estimate of the cost of grading, drainage, landscaping, water quality and private improvements. 10% of the Grading Bond bond shall be in the form of cash not exceeding \$50,000.

5. Monumentation Bond in an amount not less than 100% of the approved engineer's estimate of the cost of setting monuments.

6. Additional improvement security may be required for the faithful performance for any changes or alterations in the work to the extent that those changes or alterations exceed 10% of the original estimated cost of the improvement.

B. Special Assessment Proceedings. In the event that the required subdivision improvements are financed and installed pursuant to special assessment proceedings, the subdivider may apply to City Council for a reduction in the amount of the improvement security.

C. Release of Security. The improvement security required by this chapter may be released by City Engineer upon approval and acceptance of the secured improvements. A partial release of security for partial performance may be authorized by the City Engineer. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.206. SUPPLEMENTAL IMPROVEMENTS

32.206.01. REQUIREMENTS

A. The subdivider may be required to construct or install supplemental improvements in excess of those required to serve the property in the subdivision, as a condition prior to the approval of a Final or Parcel Map, and thereafter to dedicate those improvements to the public pursuant to Section 66485 of the Map Act.

B. The City may also require a subdivision to install supplemental improvements for the benefit of property outside the subdivision, pursuant to an adopted local drainage or sanitary sewer plan or map, or the establishment of an area of benefit for bridges or major thoroughfares. The City may impose a reasonable charge on property within the area benefited and may provide for the collection of the charge in accordance with the provisions of this chapter and Section 66487 of the Map Act.

C. Prior to the filing of any Final or Parcel Map, fees may be required for defraying the actual or estimated cost of constructing or installing any or all of the following improvements pursuant to Article 5 of Chapter 4 (beginning with Section 66483) of the Map Act.

1. Planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas, and of sanitary sewer facilities for local sanitary sewer areas.

2. Bridges or major thoroughfares. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.206.02. REIMBURSEMENT OR REPAYMENT FOR SUPPLEMENTAL IMPROVEMENTS

When supplemental improvements are required, the City shall enter into reimbursement or repayment agreements with the subdivider who shall be reimbursed or repaid for that portion of the cost of improvements installed or constructed for the benefit of property outside of the subdivision in accordance with the provisions of this chapter and Article 6 of Chapter 4 (beginning with Section 66485) of the Map Act, and adopted City policies.

A. Funding Procedures for Supplement Improvements. A charge, and area of benefit or local benefit district shall be established in order to provide a fund for reimbursement or repayment of the subdivider who constructs or installs supplemental improvements; however, no such charge, area of benefit or local benefit district shall be established unless and until a public hearing is held by City Council and it finds that:

1. The fee or charge is reasonably related to the cost of the supplemental improvements; and
2. The area of benefit or local benefit district substantially comprises the actual ultimate beneficiaries of the improvements.

B. Notice Requirements. In addition to the notice required by the Map Act and the Notices and Appeals division of the Zoning Code, written notice of the public hearing, regarding the establishment of a charge, area of benefit or local benefit district, shall be given to the subdivider and to those who own property within the proposed area of benefit as shown on the latest equalized assessment roll, and to the potential users of the supplemental improvements insofar as they can be ascertained at the time. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.207. MONUMENTS
32.207.01. SETTING MONUMENTS

Monuments shall be set as required by Escondido City standards and Article 9 of Chapter 4 of the Map Act. Monuments shall be shown on the Final or Parcel Map. The setting of exterior boundary monuments shall not be deferred unless the City Engineer determines that such monuments might be disturbed by the construction of improvements. An engineer's certificate as required by Section 66441 of the Map Act shall be filed prior to approval of the Final or Parcel Map. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.207.02. COORDINATE SYSTEM

Monuments for a final map, parcel map, adjustment plat, record of survey, or other survey maps, shall be set and tied to the California Coordinate System of 1983 (CCS-83), Zone 6, based on the North American Datum of 1983 (NAD-83) geodetic datum. When vertical positioning is required, it shall be tied to the National Geodetic Vertical Datum (NGVD) of 1929. Other geodetic and vertical coordinate systems may be used if prior approval of the City Engineer is obtained. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.207.03. CONTROL MONUMENTS

The City of Escondido has established a permanent network of geodetic control monuments on an approximate 1/2-mile grid for proper coordinate tie-in of such map boundaries. All data pertaining to these control monuments has been filed in accordance with the Land Surveyors Act and these records have been indexed and are readily available to the general public. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.207.04. WAIVER

In the event that existing control monuments are not accessible, the surveyor or engineer shall submit a written request to waive this requirement. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.208. DEDICATION REQUIREMENTS
32.208.01. DEDICATION

The subdivider shall make all applicable dedications, or irrevocable offers of dedication, as required by the Map Act, this chapter, and Escondido City Standards.

- A.** The subdivider shall offer to dedicate the right-of-way for streets within, and along the boundary of, the subdivision in accordance with Escondido City standards.

- B.** If all, or a portion, of any street abuts an unincorporated area, a one-foot control lot, over which access rights are relinquished, shall be dedicated.
- C.** Where it is necessary to extend a street beyond the boundaries of a subdivision to provide adequate circulation for residents of the subdivision, the subdivider shall cause the required easements to be dedicated to the City and shall improve said easements in accordance with Escondido City standards.
- D.** Where a drainage facility or flood control facility is necessary for the use of lot owners or for the protection of lots, adequate rights-of-way for such drainage facilities or flood control facilities shall be offered for dedication to the City or to such other public entities as the City Council designates and shall be shown on the map.
- E.** Where necessary to extend streets, sewer systems, drainage or flood control facilities beyond the boundaries of the subdivision, the necessary easements and rights-of-way shall be offered for dedication and shown on the map, or demonstrate that off-site easements can be obtained.
- F.** Drainage and flood control facilities within and outside the subdivision shall be designed and dedicated so as to carry both tributary and original source runoff within the subdivision.
- G.** Pursuant to the authority granted by Section 66477 of the Map Act, the subdivider shall offer to dedicate land for park and recreational purposes, pay fees in lieu thereof, or do a combination of both in conformance with the standards of the Escondido General Plan, the Parks, Trails and Open Space Master Plan, and Chapter 6, Article 18C of the Escondido Municipal Code.
- H.** The subdivider shall offer to dedicate, in accordance with Escondido City standards, the necessary rights-of-way for bicycle ways when such ways as shown on the Bicycle Facilities Master Plan, pass through or abut a subdivision with two hundred (200) or more parcels.
- I.** Prior to approval of any Final Map or Parcel Map, an offer of dedication for public use shall be made for all parcels within a subdivision which are intended for public use; except, that no offer of dedication need be made for those parcels intended for the exclusive use of the lot owners within the subdivision.
- J.** In the event that an offer of dedication for an open-space easement is to be made over any portion of the subdivision, the Final Map or Parcel Map shall contain an irrevocable offer of dedication to the City, signed and acknowledged by those parties having any record title interest in the subdivided land. Maintenance responsibilities shall remain with the land owner, or other designated party. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.208.02. PRIVATE EASEMENTS

Whenever a private easement for access is created within the boundaries of a subdivision, it shall be perpetual and shall be conveyed to subsequent purchasers of each parcel affected by the grant. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.208.03. OFF-SITE EASEMENTS

The subdivider shall secure all needed easements for off-site improvements or address the status of the easements in the application. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.208.04.

[Reserved]

32.209. FINDINGS

32.209.01. FINDINGS FOR APPROVAL

A. Prior to the approval or conditional approval of a Tentative Subdivision or Tentative Parcel Map, findings shall be made that the map meets all of the requirements or conditions imposed by the Map Act and this chapter. No map shall be approved if it is not consistent with the required findings, the Escondido General Plan and this chapter.

B. In addition to the findings required by Section 32.209.01.A, a Tentative Subdivision or Tentative Parcel Map shall not be approved unless the following requirements have been satisfied or conditions are attached to the approval which insure that such requirements will be satisfied before a Final or Parcel Map is approved:

1. All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of this code have been obtained.
2. All applicable requirements of the Map Act and any ordinance of the City of Escondido regulating or otherwise relating to the conversion of existing buildings into condominiums or stock cooperatives have been satisfied.
3. The proposed Tentative Map shall be in conformity with the zone in which it is located. To the extent that the property, which is the subject of the proposed Tentative Map, is an existing legal nonconforming multi-family residential use, this requirement shall not apply, in accordance with Chapter 33 of this code.
4. All requirements of CEQA have been met. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.210. EXPIRATION OF TENTATIVE MAPS AND EXTENSIONS OF TIME

32.210.01. EXPIRATION

A Tentative Map which has been approved or conditionally approved shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act, or pursuant to a development agreement. If the tentative map is subject to a development agreement, the term of the tentative map may be extended as provided in the development agreement, but not beyond the expiration date of the development agreement.

32.210.02. EXTENSION OF TIME.

A. Extensions of time for an approved or conditionally approved tentative map will be considered upon submittal of a written request, justification statement, and all required fees to the Planning Division prior to and within four months of the expiration date of the tentative map.

B. The time at which an approved or conditionally approved tentative map expires may be extended by the legislative body or advisory agency for a period or periods not exceeding a total of six years. A public hearing and/or public notice may be required if the Director of Community Development determines that it is warranted.

C. If an extension of time is approved, an applicant must comply with the provisions of Chapter 3, Article 2 of the Map Act and all provisions and findings of this ordinance applicable to the initial filing of tentative maps pursuant to Article 2 of this chapter. In order to assure this compliance, the conditions of initial approval of the tentative map may be modified or deleted and new conditions may be added when the extension of time is approved.

32.211. MAP MODIFICATIONS

Modifications to a tentative map and/or conditions of approval, which, in the opinion of the Director, are not in substantial conformance, shall comply with the provisions for processing a tentative map as contained in this Subdivision Code. Modifications may be referred to the Planning Commission and/or City Council when the Director determines that said modification affects a related discretionary action. If the modification is approved, the applicant shall submit a revised Certified Map for approval. (Ord. 96-26, § 1, Exh. A, 9-11-96)

Chapter 32 Subdivisions, Article 3 Final and Parcel Maps

32.301. GENERAL MAP REQUIREMENTS

The form, contents, accompanying data, and filing of a Final Map or Parcel Map shall conform to the provisions of the Map Act and this chapter and to all applicable Conditions of Approval of the Tentative Map. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.301.01. PARCEL MAP ALTERNATIVE

A Parcel Map, prepared in accordance with the Map Act and this chapter may be filed in lieu of:

- A.** A Final Map, when an approved Tentative Subdivision Map has been filed for a subdivision which meets the requirements of Section 66426 of the Map Act.
- B.** A Tentative Subdivision Map and Final Map, for construction of a condominium project on a single parcel. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.301.02. WAIVER OF PARCEL MAPS

A. Pursuant to Article 1 of Chapter 2 of the Map Act, the requirement for a Parcel Map may be waived if a finding is made that the proposed subdivision complies with the requirements as to area, improvement and design, flood and water drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, and other requirements of this chapter and the Map Act, including the following types of subdivisions:

1. Residential purchase of mobilehome park according to Division 32.401.
2. A subdivision, wherein the average gross area of all resulting lots or parcels equals forty (40) acres or more provided that no lot or parcel contains a gross area of less than twenty (20) acres.

B. The applicant for a subdivision, pursuant to subsection (A) shall submit an application for a Tentative Parcel Map and a written request for waiver of the Parcel Map with sufficient information in the opinion of the Director of Planning and Building, to make the findings required by this section. The processing of any such application shall be subject to the same fees, time requirements and appeal procedures as are provided in this chapter for Tentative Parcel Maps.

C. Where waiver of the Parcel Map is granted by the Director of Planning and Building, the Director shall cause to be filed for record with the County Recorder a Certificate of Compliance or Conditional Certificate of Compliance pursuant to Division 32.404 of this chapter. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.301.03. CONTENTS OF FINAL MAP OR PARCEL MAP

In addition to the information required by the Map Act, every Final Map or Parcel Map shall contain or show all of the following:

- A.** A legal description of the land subdivided by references to recorded deeds, recorded maps and official United States surveys. Reference to tracts, recorded deeds and recorded maps shall be spelled out, worded identically with original records and show the book and page of records or map numbers;

- B. The Basis of Bearings shall be the California Coordinate System (NAD 83) as established by use of existing monuments, Global Positioning System (GPS) surveys, or by use of astronomic observation;
- C. Those ties to such control monuments and the coordinates published by the City for these control monuments. The boundary of the map shall be tied into the California Coordinate System (NAD 83) in at least two locations, preferably on opposite ends of a single boundary line having found monuments or as agreed to by the City Engineer. These ties shall include both grid and ground distances and include the combined scale factor at one of the tie points on the subdivision boundary.
- D. All easements to which land is, or will be, subject, including all open space easements and mitigation requirements;
- E. Existing monuments that are found and a description of them;
- F. The size of all parcels expressed in square feet for parcels less than one acre and expressed in acres for parcels more than one acre in size;
- G. All areas which are subject to inundation as determined by the City Engineer, including flood-way limits and the 100-year flood-plain;
- H. A solid line separating from public streets all private ways, easements and other rights-of-way not to be accepted as public streets, and clearly designate their nature and the manner in which the right is reserved or granted;
- I. The number of the subdivision on every sheet;
- J. Figures which are mathematically correct; and
- K. No contingencies. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.302. CERTIFICATES

32.302.01. FINAL MAPS

A. At Time of Filing. At the time of filing with the City Engineer, every Final Map shall bear, in addition to those certificates, statements, acknowledgements, and endorsements required by the Map Act, all of the following completed certificates and endorsements:

1. A certificate by the City Treasurer, County Tax Collector, and County Public Works Director to the effect that there are no unpaid special assessments or bonds, which may be paid in full shown by the records in their offices, against the subdivision or any part thereof;
2. A certificate by the Clerk of the Board of Supervisors that the provisions of the Map Act have been complied with regarding deposits for taxes on the property within the subdivision; and
3. A certificate of a qualified title company guaranteeing that the parties who executed the Owner's Certificate, required by Section 66436 of the Map Act, are all the parties having any recorded title interest in the land subdivided. Said certificate shall also set forth the names of the parties owning the interests as defined in Section 66436 of said act together with a description of said interests and the reasons the parties did not execute the owner's certificate. The clerk of the Board of Supervisors shall notify the title company making such certificate of the date the Final Map

will be transmitted to the County Recorder. Such notification shall be made at least 48 hours before said date. The title company shall, on said date, present to the County Recorder a letter stating that on said date the names of the parties and the other facts set forth in the title company's certificate were the same as shown by the certificate.

4. In lieu of the title company certificate required above, there may be filed with the City Engineer a subdivision guarantee from a qualified title insurance company, in an amount approved by the City Engineer, which guarantees that the parties named are the only parties having any record title interest in the land subdivided. The Clerk of the Board of Supervisors shall notify the title company furnishing the subdivision guarantee of the date the Final Map will be transmitted to the County Recorder. Such notification shall be made at least 48 hours before said date. The title company, shall, on said date, present to the County Recorder, pursuant to the requirements of Section 66465 of the Map Act, a letter stating that at the time of filing of the Final Map or Parcel Map in the office of the County Recorder, the parties consenting to such filing are all of the parties having a record title interest in the real property being subdivided whose signatures are required by the Map Act, as shown by the records in the office of the County Recorder.

B. Additional Certificate on Final Maps. In addition to the certificates and other material required by the Map Act and by this chapter, every Final Map shall bear a certificate by the City Engineer that:

1. The map conforms with all provisions of this chapter;
2. The map conforms to the approved Tentative Map; and
3. Provides for acceptance, acceptance subject to improvement or rejection of a dedication or an offer to dedicate by the City Engineer.

C. After Approval by the City Engineer. All of the following certificates and endorsements shall be completed after approval by the City Engineer:

1. The Clerk of the County Board of Supervisors; and
2. The County Recorder.

D. The certificates and endorsements required by subsections (A) and (B) may be contained in a separate instrument in accordance with the provisions of the Map Act. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.302.02. PARCEL MAPS

A. Additional Certificate on Parcel Maps. In addition to the certificates and other material required by the Map Act and this chapter, every Parcel Map shall bear a certificate by the City Engineer that:

1. The map conforms with all provisions of this chapter;
2. The map conforms to the approved Tentative Map; and
3. Provides for acceptance, acceptance subject to improvement, or rejection of a dedication or an offer to dedicate by the City Engineer.

B. The certificates and endorsements required by this section may be contained in a separate instrument as provided in the Map Act.

C. Dedications or offers to dedicate may be made either by certificate on the Parcel Map, or by separate document in accordance with the Map Act. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.303. REVIEW PROCESS—FINAL MAPS AND PARCEL MAPS

32.303.01. GENERAL PROVISIONS

A Final Map or Parcel Map shall not be approved unless:

A. A Tentative Map has been approved or conditionally approved by the Director of Planning and Building, Planning Commission, or City Council, as required by this chapter; and

B. The Final Map or Parcel Map meets all requirements of this chapter, and all requirements of the Map Act. The Final Map and all necessary documents shall be submitted to the City Engineer far enough in advance of the expiration date of the tentative map approval to allow sufficient time for processing. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.303.02. PRIOR TO FILING

Prior to filing a Final Map or Parcel Map with the City Engineer, each of the following requirements shall be met:

A. The Final Map or Parcel Map must conform to the approved or conditionally approved tentative map;

B. All required fees shall be paid, including plan check and inspection fees;

C. All bonds guaranteeing required improvements or performance shall be posted and shall be approved as to form by the City Attorney;

D. All improvement agreements shall be executed, and approved as to form by the City Attorney;

E. A Certified Map shall be submitted to and approved by the Director of Planning and Building; and

F. A digital graphics file containing the boundary, street centerline, right-of-way, and lot/parcel line data necessary to facilitate transferring of the file into the City mapping system shall be submitted in an acceptable format as determined by the City Engineer. In the event the surveyor or engineer submitting a map does not have the capability to fulfill this requirement, an appeal may be filed with the City Engineer to waive the requirement. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.303.03. FILING A FINAL MAP

A. City Engineer. After the Final Map has satisfied all requirements of this chapter and all conditions of the tentative map, the Final Map shall be filed with the City Engineer for approval or disapproval as outlined in this chapter and in accordance with Chapter 3, Article 4, of the Map Act.

1. Upon the City Engineer's receipt of a Final Map:

- i. The City Engineer shall notify the City Council at its next regular meeting after the City Engineer receives the Final Map that the Final Map is being reviewed for final approval; and
 - ii. The Clerk of the City Council shall provide notice of any pending approval or disapproval by the City Engineer, which notice shall be attached and posted with the City Council's regular agenda and shall be mailed to interested parties who request notice.
2. Upon receipt of a Final Map, the City Engineer shall examine the Final Map to determine:
 - a. whether the subdivision as shown is substantially the same as it appeared on the approved tentative map, and any approved alterations thereof;
 - b. whether all provisions of law and of this chapter applicable at the time of approval of the tentative map have been complied with; and
 - c. whether the Final Map is technically correct.
3. Within 10 days following the meeting of the City Council that was preceded by the notice described in subsection 32.303.03(A)(1)(i) of this section, the City Engineer shall approve a Final Map if it conforms to (i) all requirements of this chapter applicable at the time of approval or conditional approval of the tentative map, and (ii) all requirements of the Map Act. The City Engineer shall disapprove a Final Map for failure to meet or perform any such requirements, supported by a finding identifying the requirements or conditions that have not been met or performed.
4. In connection with the City Engineer's approval or disapproval of a Final Map, the City Engineer may accept, accept subject to improvement, or reject dedications and offers of dedications that are made by a statement on the Final Map.
5. Any appeal of the City Engineer's approval or disapproval of a Final Map shall be made to the City Council.
6. The City Council shall periodically review the delegation of authority to the City Engineer made pursuant to this section.

B. Signatures. After approval, the City Engineer shall sign the map. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.303.04. FILING A PARCEL MAP

A Parcel Map approved by the Director of Planning and Building as complying with the Certified Map shall be filed with the City Engineer for approval prior to the expiration of the Tentative Parcel Map, after the requirements of Section 32.303.02 have been completed to the satisfaction of the City Engineer. The date the map shall be deemed filed with the City Engineer is the date on which the City Engineer receives a complete parcel map package. (Ord. 96-26, § 1, Exh. A, 9-11-96)

1. The City Engineer is authorized to make all findings necessary for approval, conditional approval, or disapproval of a Parcel Map.
2. In connection with the City Engineer's approval, conditional approval, or disapproval of a Parcel Map, the City Engineer may accept or reject dedications and offers of dedication that are made by a statement on the Parcel Map. The City Engineer shall disapprove a Parcel Map for failure to meet or perform any of the requirements or conditions imposed by the Map Act or this chapter.
3. Any appeal of the City Engineer's approval, conditional approval, or disapproval of a Parcel Map shall be made to the City Council.

32.303.05. RECORDATION

After the approved Final Map or Parcel Map has been signed by the City Engineer, the map and any improvement agreement required by this chapter shall be filed in the Office of the County Recorder by the City Clerk. After recordation, the subdivider shall furnish the City Engineer with a reproducible copy of the recorded map and any improvement agreement required by this chapter. (Ord. 96-26, § 1, Exh. A, 9-11-96)

Chapter 32 Subdivisions, Article 4 Other Processes

32.401. WAIVER OF SUBDIVISION MAP PROCESS REQUIREMENTS FOR RESIDENT PURCHASE OF A MOBILEHOME PARK

32.401.01. APPLICABILITY

Notwithstanding any other provision of this chapter, the requirement for the filing of a Tentative Subdivision Map, Final Map, or Parcel Map for the resident purchase of a mobilehome park, may be waived by the Director of Planning and Building according to the requirements of this division. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.401.02. SUBMITTAL REQUIREMENTS

An applicant for a conversion to resident ownership pursuant to this division shall submit an application and fee for a Tentative Parcel Map to the Planning Division pursuant to this chapter, together with a written request that the applicable Tentative Subdivision Map, Final Map, or Parcel Map requirement be waived. The application shall contain sufficient information to enable the Director of Planning and Building to make the findings required by this division, or the Director may impose such conditions as deemed necessary to make the findings required by this division. Waiver of the Tentative Subdivision and Final Map, or Parcel Map, does not waive any other discretionary review required by this chapter or Chapter 33, the Zoning Code. Refer to City Council Resolution 96-159, Mobilehome Park Conversion Guidelines for Change of Use Application. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.401.03. REVIEW PROCESS

- A.** The Director of Planning and Building shall review the request for a waiver of required maps and may approve the waiver if all of the findings can be made or conditions necessary to make the findings can be imposed. When a waiver is approved, the Tentative Parcel map shall be processed pursuant to Article 2 of this chapter, or in conjunction with any associated discretionary applications.
- B.** Where waiver of the Tentative Subdivision and Final Map, or Parcel Map is granted, the Director of Planning and Building shall cause to be filed for record with the County Recorder a Certificate of Compliance or Conditional Certificate of Compliance. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.401.04. FINDINGS

No waiver shall be issued for any map for a resident purchase of a mobilehome park unless the following findings have been made by the Director of Planning and Building:

- A.** The applicant has submitted evidence that requirements for notification of all existing and prospective residents have been met as required by Section 66427.1 of the Map Act;
- B.** The required number of residents in the mobilehome park as specified in the bylaws or other organizational documents, have voted in favor of such purchase. If the bylaws or other organizational documents do not specify the number of votes required for such a purchase, a majority vote of the residents shall be required; and
- C.** The applicant has demonstrated compliance with Sections 66427.4, 66428(b), and 66428.1 of the Map Act. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.402. ADJUSTMENT PLATS

32.402.01. APPLICABILITY

An Adjustment Plat may be submitted pursuant to the provisions of this division to adjust the boundaries between two or more adjacent parcels. Notwithstanding any other provisions of this chapter to the contrary, the procedure set forth in this division shall govern the processing of and requirements for Adjustment Plats. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.402.02. SUBMITTAL REQUIREMENTS

Applications for the review of an Adjustment Plat shall be submitted to the Planning Division on a City application form, together with all fees, plats, certificates, and any other information required by the Director of Planning and Building to determine whether or not the required findings can be made, and that the proposed adjustment is consistent with Escondido zoning and building ordinances. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.402.03. REVIEW PROCESS

- A.** Referral. The Director of Planning and Building may refer copies of such plats to other city departments as well as public agencies for review and comment.
- B.** Approval. The Director of Planning and Building shall review the application, any comments received from other city departments or public agencies and the provisions of this chapter and then shall approve, conditionally approve or disapprove the plat. The applicant shall be notified in writing of the Director's action.
- C.** Certification. If the Director of Planning and Building determines that the Adjustment Plat meets the requirements of this chapter, the Director shall certify on the Adjustment Plat that it has been approved pursuant to this chapter and file said plat in the Planning Division. A revised Adjustment Plat shall be submitted for certification when the Director of Planning and Building finds that the number or nature of the changes necessary for approval are such that they cannot be shown clearly or simply on the original Adjustment Plat.
- D.** Recordation. The Adjustment Plat approved and certified by the Director of Planning and Building shall be recorded in the office of the County Recorder in conjunction with grant deeds and certificates of compliance, and the appropriate legal descriptions. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.402.04. FINDINGS FOR APPROVAL

Approval of an adjustment plat shall be based on the determination that the exchange of property does not:

- A.** Create any new lots;
- B.** Include any lots or parcels created illegally;
- C.** Impair any existing access or create a need for new access to any adjacent lots or parcels;
- D.** Impair any existing easements or create a need for any new easements serving adjacent lots or parcels; nor
- E.** Require substantial alteration of any existing improvements or create a need for substantial new improvements. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.402.05. REQUIREMENTS FOR APPROVAL OF ADJUSTMENT PLATS

Whenever applicable the Director of Planning and Building may prescribe the following requirements as Conditions of Approval of an Adjustment Plat;

- A. Relocation of lot lines to provide lots that meet the requirements of the Health Department, comply with all applicable zoning and General Plan regulations, conform to standards of lot design specified in Division 32.202 of this chapter, and do not result in irregular/unbuildable lots.
- B. The provisions of safe and adequate access to each lot or parcel within the Adjustment Plat.
- C. The addition of a distinctive boundary line, clearly labeled, which delineates the limits of any area determined by the City Engineer to be subject to flooding or inundation. The plat shall contain an appropriate note stating that the area is subject to flooding or inundation. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.402.06. TERMINATION OF PROCEEDINGS

The failure to file a revised Adjustment Plat for certification within six (6) months from the date of conditional approval of the original plat shall result in a termination of all proceedings unless prior to expiration of the period, an application for extension is made and approved by the Director of Planning and Building. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.403. MERGERS AND REVERSIONS TO ACREAGE

32.403.01. MERGERS

The merger of two or more contiguous parcels or units of land shall be governed by Article 1.5 of Chapter 3 (beginning with Section 66451.10) of the Map Act. Those contiguous parcels or units of land which do not conform to the requirements of Section 66451.11 of the Map Act shall be deemed merged. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.403.02. RESUBDIVISION

Subdivided land may be merged and resubdivided in accordance with the provisions of Section 66499.20-1/2 of the Map Act, this chapter and any other applicable ordinances of the City of Escondido. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.403.03. REVERSIONS TO ACREAGE

Subdivided property may be reverted to acreage pursuant to the provisions of this division and Article 1 of Chapter 6 (beginning with Section 66499.11) of the Map Act.

A. Submittal Requirements. A petition for Reversion to Acreage shall be submitted to the Planning Division and shall contain, in addition to all of the information required by the Map Act, all of the following:

1. Evidence of the consent of all the owners of any interest in the property;
2. Evidence that none of the improvements required to be made have been made within two (2) years from the date the Final or Parcel Map was filed of record, or within the time allowed by agreement for completion of the improvement, whichever is later;
3. Evidence that no lots shown on the Final or Parcel Map have been sold within five (5) years from the date such Final or Parcel Map was filed of record;

4. Fee for processing in an amount to be determined by resolution of City Council; and
5. A Final or Parcel Map which delineates dedications which will not be vacated and dedications which are a condition to reversion.

B. Review Process. The Director of Planning and Building shall forward a recommendation on the application to the City Council at a noticed public hearing, pursuant to the requirements of the Map Act. The City Council shall make the findings required by Section 66499.16 of the Map Act prior to approving or conditionally approving a Reversion to Acreage.

C. Conditions of Reversion. When necessary to accomplish any of the purposes of this chapter, the City Council shall require as conditions of the reversion, that:

1. The owners dedicate or offer to dedicate streets or easements; and
2. All or a portion of previously paid subdivision or other fees, improvement security and any other deposits be retained.

D. Return of Fees, Deposits and Release of Securities. Upon filing of a Final or Parcel Map for a reversion to acreage with the County Recorder, all dedications and offers of dedication not shown on the map shall be of no further force or effect. In addition, all fees and deposits shall be returned to the subdivider and all improvement securities shall be released except those retained pursuant to Section 32.403.03.C of this chapter. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.404. CERTIFICATES OF COMPLIANCE

32.404.01. APPLICABILITY

The Director of Planning and Building may, upon written request, issue certificates of compliance in accordance with the provisions of the Map Act, after determining that the parcel of real property was created in compliance with the provisions of the Map Act and of local ordinances enacted pursuant thereto. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.404.02. SUBMITTAL REQUIREMENTS

An application for a Certificate of Compliance shall be submitted to the Planning Division on a City application form together with all grant deeds, chain of title, legal descriptions, title reports, fees, and any other information required by the Director of Planning and Building to determine if the parcel was created in conformance with the state law and local ordinances. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.404.03. REVIEW PROCESS

A. Approval. The Director shall make a determination on whether to issue Certificates of Compliance or Conditional Certificates of Compliance, pursuant to Section 66499.35 of the Map Act.

1. Whenever the Director of Planning and Building has knowledge that real property has been divided in violation of the provisions of the Map Act, of this chapter or of any other City ordinance, the Director of Planning and Building shall mail a notice of intention to record a notice of violation to the current owner of record of the property, in accordance with the provisions of the Map Act.

B. Recordation. The Certificate of Compliance, or the Conditional Certificate of Compliance, shall be recorded in the office of the County Recorder. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.405. CORRECTION AND AMENDMENT OF MAPS

32.405.01. APPLICABILITY

After a Final Map or Parcel Map is filed in the office of the County Recorder, it may be amended by a certificate of correction or an amending map, pursuant to Article 7 of Chapter 3 (beginning with Section 66469) of the Map Act. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.405.02. SUBMITTAL REQUIREMENTS

A written request to amend or correct a recorded Final Map or Parcel Map shall be submitted to the Engineering Department. In addition to the submittal requirements of the Map Act, the application shall also include each of the following:

- A.** The amending map or certificate of correction prepared and signed by a registered civil engineer or licensed land surveyor;
- B.** A copy of the original recorded map with the proposed changes shown and highlighted; and
- C.** Any other information or materials as may be required by the City Engineer. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.405.03. REVIEW PROCESS

The City Engineer, and the City Council if applicable, shall review map corrections or amendments pursuant to the provisions of the Map Act. (Ord. 96-26, § 1, Exh. A, 9-11-96)

32.405.04. RECORDATION

The amending map or certificate of correction approved and certified by the City Engineer, and if applicable, approved by the City Council, shall be recorded in the office of the county Recorder by the applicant, and a copy of the recorded document returned to the City Engineer. (Ord. 96-26, § 1, Exh. A, 9-11-96)



STAFF REPORT

January 12, 2022
File Number 0610-55

SUBJECT

COUNCIL DISCUSSION OF OPTIONS FOR, AND POSSIBLE ACTION ON, CHANGE TO CITY OF ESCONDIDO SANDAG BOARD OF DIRECTORS REPRESENTATIVE

DEPARTMENT

City Attorney

RECOMMENDATION

None.

FISCAL ANALYSIS

There is no direct fiscal impact associated with a change to the City of Escondido's ("City") representative to the SANDAG Board of Directors (the "Board"). Whether the absence of a representative on the Board could have an indirect and/or long-term financial impact on the City is not known.

PREVIOUS ACTION

On December 15, 2021, Councilmember Michael Morasco requested that a future agenda item be calendared to discuss options for a change of the City's representative on the Board.

BACKGROUND

A. SANDAG.

The San Diego Association of Governments ("SANDAG") is a statutorily-created regional organization composed of the region's local governments ("Member Agencies"). The San Diego Regional Transportation Consolidation Act, found in California Public Utilities Code sections 132350 *et seq*, expresses a legislative intent to provide a coordinated and comprehensive regional approach to transportation planning to improve the "efficiency and effectiveness of implementing needed transportation infrastructure and services and provide for a focus on meeting the mobility needs of the region." Pursuant to its bylaws, the primary purpose of the organization is to "engage in regional cooperative planning, programming and where authorized, implementation thereof, and to assist the Member Agencies."



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The Board is comprised of mayors, councilmembers, and county supervisors from each of the County of San Diego's cities and the County Board of Supervisors. Pursuant to state law, the City of San Diego and the County of San Diego each have a primary and secondary representative on the Board making a total of 21 Board members.

All powers of SANDAG are exercised by the Board. The Board itself is comprised of duly selected official representatives or in their absence, the duly selected alternates for each Member Agency. The Board appoints an Executive Director who serves as the chief executive officer of SANDAG much like the City's city manager is responsible to the City Council for the administration of the City's business and implementation of its policies.

Pursuant to state law, PUC section 132351.1(d) controls the selection for, and filling the vacancy of, Board seats. Section 132351.1(d) provides in relevant part that the governing body for each of the 18 cities in the County and the County Board of Supervisors selects one primary representative, except that the City of San Diego and County of San Diego have two representatives and requires the representative for the City of San Diego to be the mayor and president of the city council. As to all other cities, the Board representative shall be a mayor, councilperson (or supervisor) selected by the governing body of the agency who "shall serve until recalled by the governing body of the city or county." If a vacancy is created it must be "filled in the same manner as originally selected." Member Agencies are also required to select one alternate to serve on the Board when the primary representative is not available. The alternate is required to be a mayor, councilperson or supervisor of the Member Agency governing body.

B. Selection of City Representation on City and Regional Boards.

The City of Escondido is a general law city incorporated under the laws of the State of California. The powers of a general law city include only those powers expressly conferred upon it by the Legislature, together with such powers as are "necessarily incident to those expressly granted or essential to the declared object and purposes of the municipal corporation." The powers of such a city are strictly construed so that "any fair, reasonable doubt concerning the exercise of a power is resolved against the corporation." *G.L. Mezzetta v. City of American Canyon* (2000) 78 Cal.App.4th 1087, 1092.

Escondido Municipal Code section 2-26 (Duty to appoint and set terms for board and commission members) provides as follows:

Unless otherwise provided by state law, the mayor shall appoint and set the terms for all members of all boards and commissions. Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council and shall at all times be residents of the geographic area within the city's general plan.



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As to boards and commissions created by the city council, and unless provided for otherwise in the Code, EMC section 2-30 (Appointment and terms of office) also references and provides for a mayoral appointment process as follows:

Unless otherwise provided by this code, appointments of members of all boards and commissions created by the city council and their terms of office shall be governed by the following provisions:

- (a) The members of all boards and commissions shall be appointed by the mayor from among the residents of the geographic area within the city's general plan. The members of all boards and commissions shall serve at the pleasure of the council, and may be removed from office at any time, without cause;
- (b) The terms of office for members of all boards and commissions for the City of Escondido shall be for a four (4) year period commencing with the actual date of appointment and ending on March 31st of the fourth year thereafter; and
- (c) Any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term.

Pursuant to EMC sections 2-26 and 2-30, for all boards and commissions created by the city council or to which it is a member, the mayor has the appointment power of the City representatives to those entities and that appointment power is subject to ratification by a majority of the city council. These general and specific references to mayoral appointments are consistent with state law. Government Code section 40605 provides in relevant part:

In general law cities where the office of mayor is an elective office ... the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

The above analysis is consistent with opinions issued by the California Attorney General's Office. The California Attorney General provides legal opinions to designated state and local public officials and government agencies on issues raised in the course of their duties. These opinions are advisory but are treated as authoritative by public offices and persuasive authority by courts. *Thorning v. Hollister School District* (1992) 11 Cal.App.4th 1598, 1604 (interpretations of state statutes are entitled to great respect); *Napa Valley Educators' Association v. Napa Valley Unified School District* (1987) 194 Cal.App.3d 243, 251 (opinions are not binding but entitled to great weight).

In 1998, the Attorney General issued Opinion No. 97-1103 in response to questions from California State Senator William Craven. 81 Ops.Cal.Atty.Gen. 75. Senator Craven asked whether the "appointment power of an elected mayor of a general law city extend[s] to appointments (a) to regional boards, commissions, and committees, (b) that a city ordinance requires to be made by the city council, and (c) to



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subcommittees of the city council?” Senator Cravens also asked for an opinion as to whether a “city council has the authority to direct the mayor to appoint a particular person in any of these circumstances?”

The Attorney General’s Office, after reviewing applicable state statutes, concluded that unless otherwise specifically provided by statute, the appointment power of an elected mayor of a general law city extends to appointments of regional boards, commissions, and committees subject to the approval of the city council. The opinion notes that the appointment power of the mayor extends to “*all* appointments to boards, commissions, and committees...” pursuant to Government Code section 40605. (Emphasis in original.)

The Attorney General also opined that unless a state statute specifically provides, the appointment power of an elected mayor extends to all appointments to subcommittees of the city council and further that the city council “does not have the authority to direct the mayor to appoint a particular person to a board, commission, or committee.”

The Attorney General found that the appointment power of the elected mayor extends even to appointments that a city ordinance requires be made by the city council. The opinion reads:

We believe, instead, that the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments. This balancing system would be circumvented if a city council could, at any time, abrogate the mayor’s appointment authority through the enactment of an ordinance. In order for the Legislature’s vesting of appointment authority in the elected mayor to be given appropriate significance, we believe that section 40605 must be construed as unaffected by local ordinances. (81 Ops.Cal.Atty.Gen. 75.)

C. Selection and Removal of City Representative for SANDAG Board of Directors.

On December 16, 2020, Mayor Paul McNamara was unanimously selected by the City Council as the City’s representative to the Board. Councilmember Michael Morasco was selected as the First Alternate and Councilmember Consuelo Martinez was selected as the Second Alternate. These appointments expire on December 14, 2022.

As noted above, the representative for each board or commission, including a regional board such as SANDAG, serves at the pleasure of the City Council. (EMC sections 2-26, 2-30(a)). Further, PUC section 132351.1(d) appears to recognize the possibility that a governing body of a Member Agency may recall its representative. However, once recalled, the Member Agency must fill that vacancy by the same selection process. As a result, the City Council may remove the Board representative via a majority vote and the



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vacancy created must be filled using the existing nomination and council vote ratification process provided for in state law and the EMC.

CONCLUSION:

Pursuant to the Escondido Municipal Code, the mayor nominates and a majority of the City Council ratifies a nominee for all City and regional boards and commissions. Likewise, a majority of the City Council may remove a representative from the board or commission position. To effectuate such a decision, a councilmember may make a motion, and once seconded, a vote must be taken. If a majority of the City Council vote to remove the duly selected representative, the City Clerk must notify the SANDAG Clerk of Board when the City's representative changes.

Pursuant to state law, only the mayor has the power to nominate individuals for city and regional boards and commissions. If action is taken as to the current Board representative, in order for the City to have a representative on the Board, it is recommended that the mayor nominate a member of the City Council to serve in that capacity and the City Council will need to ratify that nomination by a majority vote. In the absence of a nomination and ratification, the City of Escondido will have no representative on the Board.



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FUTURE AGENDA

01/26/2022

CONSENT CALENDAR - (J. PROCOPIO) - RESOLUTION OF INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT (CFD) NO. 2022-01 (ECLIPSE AND MOUNTAIN HOUSE) - Request the City Council approve declaring its intent to form CFD 2022-01, the Eclipse and Mountain House Project, to fund public facilities and setting a public hearing date of March 2, 2022. It is further recommended that the City Council approve Resolution No. 2022-08, declaring its intent to incur bond indebtedness and approve Agreements with CalWest regarding acquisition and funding of public facilities. As a part of this request, CalWest agrees to annex into the City Services CFD No 2020-1.

CONSENT CALENDAR - (A. FINESTONE) - EXTENSION OF AFFORDABLE HOUSING LOAN AGREEMENT AND COVENANTS FOR DAYBREAK GROVE & SUNRISE PLACE APARTMENTS - Request the City Council approve an extension of affordable housing loan and covenants for Daybreak Grove and Sunrise Place Apartments.

CURRENT BUSINESS - (J. AXELROD) - ESCONDIDO CREEK TRAIL EXPANSION AND RENOVATION PROJECT UPDATE - Request the City Council receive and file an update on the progress of the Escondido Creek Trail Expansion and Renovation Project funded through an \$8.5 million Prop 68 grant.

CURRENT BUSINESS - (J. AXELROD) - REIDY CREEK GOLF COURSE MANAGEMENT AND CONCESSION CONTRACTS - Request the City Council approve authorizing staff to move forward with issuing a Request for Proposals for the management of the Reidy Creek Golf Course and Concessions.

CURRENT BUSINESS - (C. MCKINNEY) - AUTHORIZING A SECOND AMENDMENT TO THE WATER FILTRATION JOINT POWERS AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND THE VISTA IRRIGATION DISTRICT, AND EXECUTION OF DOCUMENTS NECESSARY FOR THE TRANSFER OF OWNERSHIP OF CERTAIN RAW WATER CONVEYANCE FACILITIES - Request the City Council approve to authorize the Director of Utilities to execute a Second Amendment to the Water Filtration Joint Powers Agreement (JPA), an Assignment and Assumption Agreement, a Quitclaim Deed, and a Bill of Sale. The JPA amendment will update and consolidate various agreements governing the operation and maintenance of the Escondido-Vista Water Filtration Plant. The other documents pertain to the transfer of ownership of several raw water conveyance pipelines and the quitclaim of associated easements between Lake Wohlford and Water Filtration Plant. The parties to these agreements are the City of Escondido and Vista Irrigation District (VID).

WORKSHOP - (C. HOLMES) - CALPERS PENSION FUNDING WORKSHOP - Request the City Council receive and file information on the City's California Public Employees Retirement System pension obligations.

2/2/2022

CURRENT BUSINESS - (C. HOLMES) - FINANCIAL STATUS REPORT FOR THE FISCAL YEAR 2021/22 SECOND QUARTER ENDING DECEMBER 31, 2021 AND BUDGET ADJUSTMENT - Request the City Council receive and file the second quarter financial report and approve a budget adjustment to amend the fiscal year 2021/22 operating budget.