



EL CABALLO PARK MASTER PLAN

Case No.: PHG: 13 – 0011

Date Released:
April 10, 2013

Responses Due:
May 10, 2103 (5:00 pm)

The City of Escondido is issuing this Request for Qualifications (RFQ) inviting qualified firms to assist the City in preparing a Master Plan for El Caballo Park; a proposed new equestrian-oriented public recreational facility. Because numerous disciplines are required to undertake this project, the City anticipates that the qualified multi-disciplinary project team ("consultant team") will be composed of a prime consultant and one or more sub-consultants.

I. Background

The site is owned by the City of Escondido. The Asociacion de Charros de Escondido (Charros Association) has exclusively leased the site from the City to conduct horse training, horse riding and shows, and cultural activities, including constructing related facilities, since the 1980s (*Exhibit A – Site Photos*). The City Council has directed staff to work with residents and the Charros Association to design a Master Park Plan for the property. The City's vision is that El Caballo Park be a public facility that accommodates equestrian-oriented activities with amenities designed for renting to a variety of organizations and the public in a cost-recovery manner that minimizes municipal maintenance and operational expenses.

Residents and members of the Charros Association have formed the *El Caballo Park Conservancy*, a non-profit organization aimed at preserving the natural beauty of the area and incorporating unique facilities and services in El Caballo Park that benefit the community (www.elcaballopark.org). Development of a Master Plan for El Caballo Park is timely in that it will help the community solidify a vision for appropriate development and recreational use of the park, and guide the City's plans for future civic investment.

II. Site Access/Directions

The site is approximately 8 acres located in a narrow canyon in the northeastern quadrant of the City of Escondido, addressed as 3410 Valley Center Road (elevation: 730 MSL). From Interstate 15, exit Valley Parkway and proceed east approximately 5.5 miles (Valley Parkway becomes a one-way couplet through Downtown). At the signalized intersection of Beven Drive and Valley Parkway turn left (west) and proceed past the Escondido Creek Channel, turn north (right) at the "T" intersection, and proceed approximately 0.25 mile. The property is on the left immediately south of the Escondido Humane Society facility).

III. Surroundings Land Uses and Ownership

The site is within the 418-acre Northeast Gateway Specific Planning Area (SPA #5) and zoned 'Specific Plan' (SP). The SPA is partially developed and divided into five (5) 'Planning Areas' with individually approved projects. Development standards and guidelines have been adopted allowing a maximum 517 dwelling units throughout the SPA. El Caballo Park is located within 'Planning Area 5' of the SPA, which identifies the area 'be developed as open space, recreational or other similar uses determined appropriate by the City.'

The City of Escondido is the landowner of the site and surrounding properties:

North: The Escondido Humane Society (3450 E. Valley Parkway) operates its facility on City-owned property. Also to the north is Daley Ranch, a 3,000+ -acre open space, habitat mitigation and conservation area with equestrian trail access to El Caballo Park

South: City of Escondido municipal water treatment facility.

East: Escondido Creek and pedestrian/bicycle trail, Mayflower Dog Park.

West: Lake Dixon Reservoir and open space wilderness area.

IV. Master Plan Objective

A Master Plan text *and* detailed illustrative concept 'site design' for El Caballo Park for development as a public park that accommodates equestrian-oriented facilities and amenities for renting to the public and organizations in a cost-recovery manner that minimizes municipal maintenance and operational expenses. *The Master Plan shall include architecture, colors and materials, fencing, lighting, signage, furniture, and a landscape palette for El Caballo Park that the City can integrate with Mayflower Dog Park, Escondido Creek Trail and Caballo Trail in order to establish a comprehensive design theme that unifies these recreational facilities.*

V. Master Plan Concept Site Design

The illustrative concept site design for El Caballo Park should include the following features and be of sufficient detail for staff to prepare engineered plans necessary for eventual construction:

- a) Park Boundaries
- b) Conceptual grading
- c) Vehicular Access and Parking (for single vehicles and vehicles with equestrian trailers)
- d) Equestrian facilities (area for leasing stable / corrals, arena, spectator seating, etc.)
- e) Separate pedestrian and equestrian accesses
- f) Public picnic area with play structure
- g) Bicycle storage facilities
- h) Restroom, washing stations, drinking location(s) for patrons and equestrians
- i) Maintenance and service facilities, including manure and trash disposal
- j) On-site drainage detention facilities and storm water treatment and hydro-modification mitigation in accordance with the City's Standard Urban Storm Water Mitigation Plan
- k) Equestrian trails for therapy use within El Caballo Park
- l) Equestrian trail linkages to Daley Ranch Caballo Trail
- m) Pedestrian and bicycle linkage to Escondido Creek
- n) Signage, fencing, lighting (style, location)
- o) Landscaping
- p) Public art opportunities (location(s) for establishing Public Art)
- q) Educational opportunities (location for information boards, shaded outdoor classroom etc.)

VI. The Master Plan Text

The Master Plan Text accompanying the illustrative site design shall be a document that includes the following information to assist the City in the long-term buildout of El Caballo Park:

- a) Introduction
- b) Master Plan Vision, Goals and Objectives
- c) Existing Conditions
- d) Constraints analysis (biology, cultural, geotechnical, preliminary drainage analysis, etc.)
- e) Community participation / partners
- f) Examples of architecture, colors and materials, fencing, lighting, signage, furniture, and a landscape palette for El Caballo Park that the City can integrate with Mayflower Dog Park, Escondido Creek Trail and Caballo Trail in order to establish a comprehensive design theme that unifies these recreational facilities.
- g) Implementation strategy for El Caballo Park
- h) Identification of permitting/regulatory requirements and deadlines
- i) Phasing park improvements
- j) Preliminary Cost estimates
- k) Funding Opportunities

VII. Consultant Meetings:

Meetings will be negotiated during the consultant interview and selection process. Based upon local community interest the following represent the *minimum* number of meetings anticipated:

- a) Three community meetings
- b) Public hearings (Community Services Commission, Planning Commission, City Council)
- c) Bi-weekly Staff Updates (phone conferences)

VIII. Information / Assistance Available From Staff:

The information and assistance from staff will be provided to assist the consultant in preparing the Master Plan as well as reduce consultant expenses:

- a) Biological Resources and Cultural Resources Inventory, Jurisdictional Delineation performed by Helix Environmental Planning on January 25, 2012, for a previously proposed Water Distribution Yard Relocation (*Exhibit B – Biological / Cultural Information*).
- b) City Geographic Information Systems (GIS) staff with mapping capabilities to provide the site base map (with property lines), aerial imagery, topography (2-foot elevation contours), water, sewer, storm drain infrastructure, soils mapping from SanGIS, trails, bike path for incorporation in the Master Plan.
- c) City staff will perform necessary California Environmental Quality Act (CEQA) review.
- d) El Caballo Park Conservancy Information (*Exhibit C – Working List of Park Ideas and Elements*).

IX. Budget

A fixed-fee budget for this project has been established by the City not to exceed \$50,000. Allocation of final funding for the project is subject to approval of the Escondido City Council.

X. Scope of Work

The following is a preliminary scope of work that may be modified during contract negotiations with the selected consultant. The preliminary scope of work is intended to outline and describe the range of tasks anticipated for the project but is not intended to be complete. It is anticipated that planning and preliminary design will be completed within the tasks described below.

- a) Participate in a kickoff meeting with City staff to review project parameters, gather available materials, identify additional information requirements, review preliminary community involvement strategy, and establish project timetable and products.
- b) Gather and review relevant background materials relating to the project. These materials are limited as past planning activities for the site have been sporadic and at times informal. Materials may include: past planning documents, GIS maps, existing surveys, assessor's maps, utility maps, historic plans and documents, and as-builts.
- c) Conduct site visit with City staff, elected and appointed officials and the public.
- d) Conduct and prepare a site survey identifying and locating natural and man-made features. Include topography, wetlands, streams, vegetation, utilities, structures, and other features as necessary for the purposes of master planning and permitting.
- e) Communicate and coordinate with various local, state, and federal permitting authorities necessary for understanding regulatory issues and constraints, particularly related to biologically and culturally sensitive areas, and recreation activities.
- f) Conduct meetings (or phone interviews) with City staff, as well as representatives of the El Caballo Park Conversancy.
- g) Prepare a graphic summarizing site opportunities and constraints at an appropriate scale, using both existing and prepared maps, surveys, GIS maps and other available data.
- h) Facilitate and conduct a public workshop to ascertain public sentiment towards needs, desires, opportunities and constraints.
- i) Meet with staff to discuss community input.
- j) Based upon the results of site analysis, technical input, staff and public input, develop a preliminary Master Plan text and concept site plan with alternatives as described.
- k) Conduct a community workshop(s) to solicit input on the schematic design alternatives.
- l) Meet with staff to discuss community input.
- m) Refine the draft Master Plan text and concept site plan incorporating gathered input.
- n) Present draft Master Plan text and concept site plan for Community Services Commission, Planning Commission, and City Council consideration.

XI. Content and Format of Qualification Submittal

Respondents' Statement of Qualification (SOQ) shall contain responses to all the items below, in the same order as specified.

- a) State the name, complete mailing address, e-mail, telephone number and fax number of no more than one Project Manager for your proposal.
- b) Furnish a brief history of your company/firm.
- c) Provide a description of your company/firm's experience in preparing equestrian-oriented public park master plans that are up to 20 acres in size during the past five years including a contact person and phone number of the agency/firm where the work was performed.
- d) Include a sample(s) of similar work performed for other agencies (samples to be returned).

- e) Provide a statement of your firm's approach or understanding of the project.
- f) Furnish background, qualifications, experience, and chargeable rates for all personnel of your company/firm to be assigned to this contract, including the Project Manager.
- g) Provide an organizational chart detailing how your company/firm's staff will be assigned and supervised in implementing tasks associated with the Master Plan and their availability to perform the work.
- h) List any subcontractor(s) whose services your company/firm would require to complete the Master Plan. Identify the specific tasks subcontractor(s) would perform, describe their qualifications for performing the task(s), and their chargeable rates.
- i) Describe how your firm's Project Manager and staff will communicate and work with designated city representatives during the project.
- j) Confirm that your company/firm and staff are not working for any company, party, or entity that has any interest in any existing or anticipated future development application in Escondido.

XII. City Notices

All respondents shall note the following:

- a) All work performed for Escondido, including all documents associated with the work, and shall become the City's exclusive property.
- b) The City of Escondido reserves the right to:
 - 1. Reject any or all SOQ submittals by respondents.
 - 2. Request clarification of any submitted information.
 - 3. Waive any informalities or irregularities in any qualification statement.
 - 4. Not enter into any agreement.
 - 5. Not select any service provider.
 - 6. Cancel this process at any time.
 - 7. Amend this process at any time.
 - 8. Interview respondents prior to awarding a contract.
 - 9. Negotiate all final terms and conditions of any agreements entered into.
 - 10. Issue similar RFQs in the future.
 - 11. Request additional information during the interview.
 - 12. Respondents are liable for all errors or omissions contained in their SOQ submittals.
 - 13. Respondents will not be allowed to alter submittals after the deadline for submission. Escondido reserves the right to make corrections or amendments due to clerical errors identified in submittals by the City or the respondent.
 - 14. Any and all costs arising from preparation of this SOQ and participation in the selection process incurred by any respondent shall be borne by respondent without reimbursement by the City.
 - 15. Respondents assume the risk of the method of dispatch of the qualifications chosen. No responsibility is assumed for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

XIII. Submission of Qualifications

In order to eliminate/reduce paperwork and costs a limited number of hard copies of the SOQ information shall be submitted along with a digital file in the form of a compact disk.

Respondents shall submit three (3) hard copies of their qualifications and the digital file to the City not later than 5:00 p.m. on May 10, 2013. All hard copies and the digital file shall be submitted together in one sealed envelope to the following address:

**Jay Petrek, AICP
City of Escondido Planning Division
201 N. Broadway
Escondido, CA 92025
ATTN: El Caballo Park Master Plan**

Statements of Qualifications received after the submission deadline will not be accepted regardless of postmark or the reason for the untimely submission.

XIV. Prohibition on Contacting City Officials or Staff

Other than set forth in the next section, no respondent shall contact, or attempt to contact, any elected or appointed official, employee, or contractor of Escondido regarding this RFQ. Improper contact of a City official, employee, or contractor shall be grounds for disqualifying the respondent from responding to this RFQ.

XV. Questions About This RFQ

Questions regarding this RFQ shall be addressed by contacting Jay Petrek, Principal Planner at (760) 839-4556, or email at jpetrek@escondido.org.

XVI. Evaluation Criteria

Following receipt of consultants' SOQs, an ad-hoc city committee shall review all responses to rate each of the submitted proposals and rank them in a selection order based on the following criteria. No one factor shall necessarily prevail over the other.

- a) Respondent's experience, performance record, qualifications, and technical competence.
- b) Demonstration of the consultant's project management skills.
- c) Respondent's demonstration of a clear understanding of the services to be provided, as evidenced in its SOQ.
- d) Respondent's commitment and ability to complete the El Caballo Park Master Plan.
- e) Respondents proposed billing rates for staffing associated with project tasks.

XVII. Selection of a Consultant

The city will identify the most qualified respondent(s) following committee review of all SOQs. After selection, interviews will be conducted and negotiations will be entered into with the top scoring responding party. If negotiations are unable to be completed with that entity, the City of Escondido reserves the right to enter into negotiations with the second highest scoring respondent, etc. until a successful contract is negotiated.

The negotiated contract shall include city-mandated insurance coverage, preparing the scope of work, delineating services to be provided, minimum standards for service, and payment schedule (*Exhibit D – Sample Consulting Agreement*). The contractor shall then be required to provide full service to the city on a date to be determined by mutual agreement between the contractor and city. The Escondido City Council reserves the right to be the sole judge of acceptability of the proposals. Selection will be based on programmatic and qualitative service measures as described in the evaluation criteria. Submitted proposals shall remain property of the City.

XVIII. Escondido's Location and Population

Escondido is located in northern San Diego County, approximately 30 miles north of downtown San Diego and 18 miles east of the Pacific Ocean. Escondido's corporate boundaries encompass 37.36 square miles. The community is situated in a natural valley at approximately 615 MSL and surrounded by rolling hills and rugged terrain ranging up to 4,200 MSL. Escondido is bounded on the north by the unincorporated communities of Valley Center and Hidden Meadows, on the west by the City of San Marcos, on the south by Lake Hodges and San Diego's city limits, and on the east by unincorporated San Diego County. Interstate 15 bisects Escondido in a north-south direction, and State Route 78 transitions from freeway to surface streets in an east-west direction through the community.

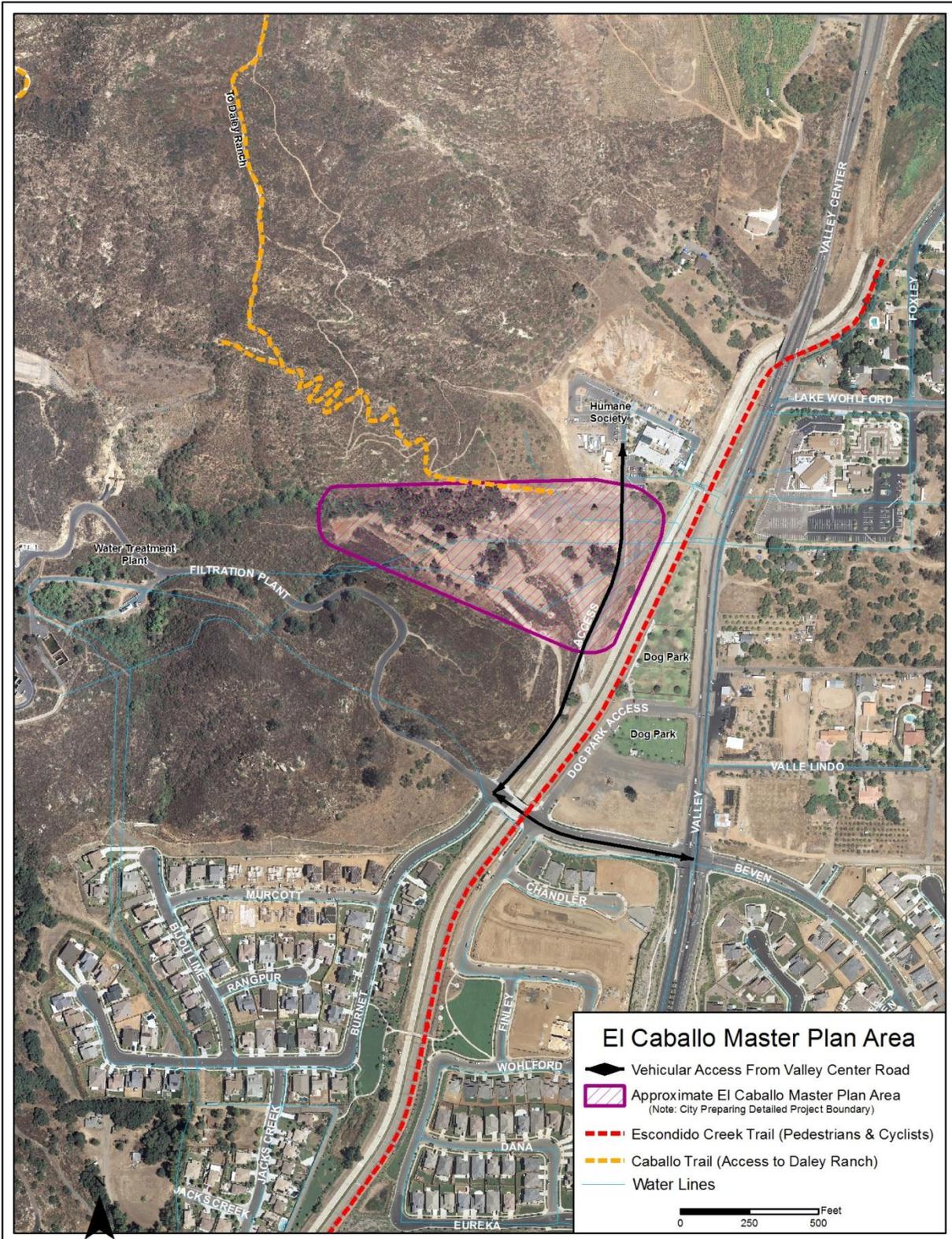
Approximately 144,800 residents live within Escondido's corporate boundaries with an additional 12,000 – 15,000 persons residing in Escondido's surrounding unincorporated General Plan Area. The community's median age is 32.3 and the household median size is 3.12 persons. Escondido's ethnicity is 45% White, 45% Latino, 5% Asian, 2% Black and the remaining classified as Native American, Hawaiian/Pacific Islander and Mixed Race/Other.

XIX. Escondido's Modern History

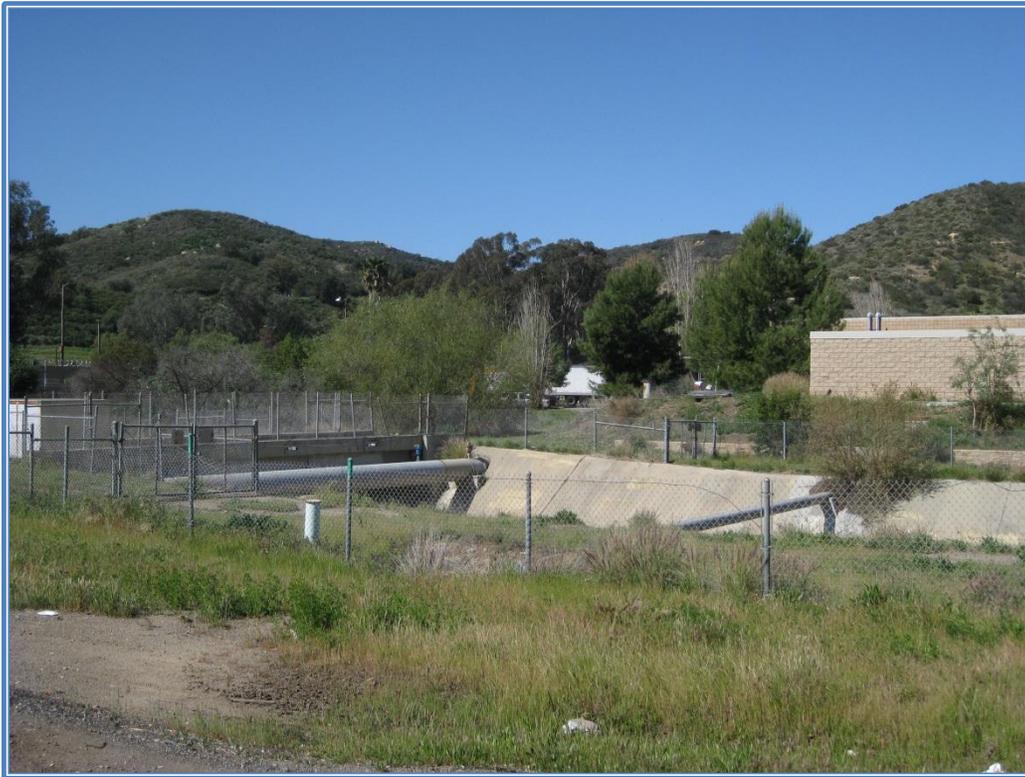
Escondido was founded in 1888. Origins of the City are directly traced to agricultural uses and production. Over time, Escondido's position has transitioned to become inland Northern San Diego County's vibrant center for retail, services, health care and cultural facilities while maintaining a special feeling of small-town living. Escondido maintains a vital, historic and walkable downtown, a wide variety of services, recreational amenities, and family-oriented neighborhoods. Escondido is a full-service "general law" city with municipal police, fire, water, sewer, cultural arts center, parks and library services.

Several regional facilities are located in Escondido serving residents and the surrounding communities. These include Palomar Pomerado Hospital with 450+ patient beds and full trauma center, Westfield Shopping Town Regional Mall with 1.2 million square feet of retail space, Escondido Auto Park a 60-acre master planned development containing numerous dealerships, California Center for the Arts that is a city-owned cultural facility containing a 2,500-seat performing arts center, 400-seat community theater, conference facilities, and 10,000 square foot children's museum, and Sempra Energy's 500-megawatt electric generating facility. Visit the City of Escondido's website at: www.ci.escondido.ca.us.

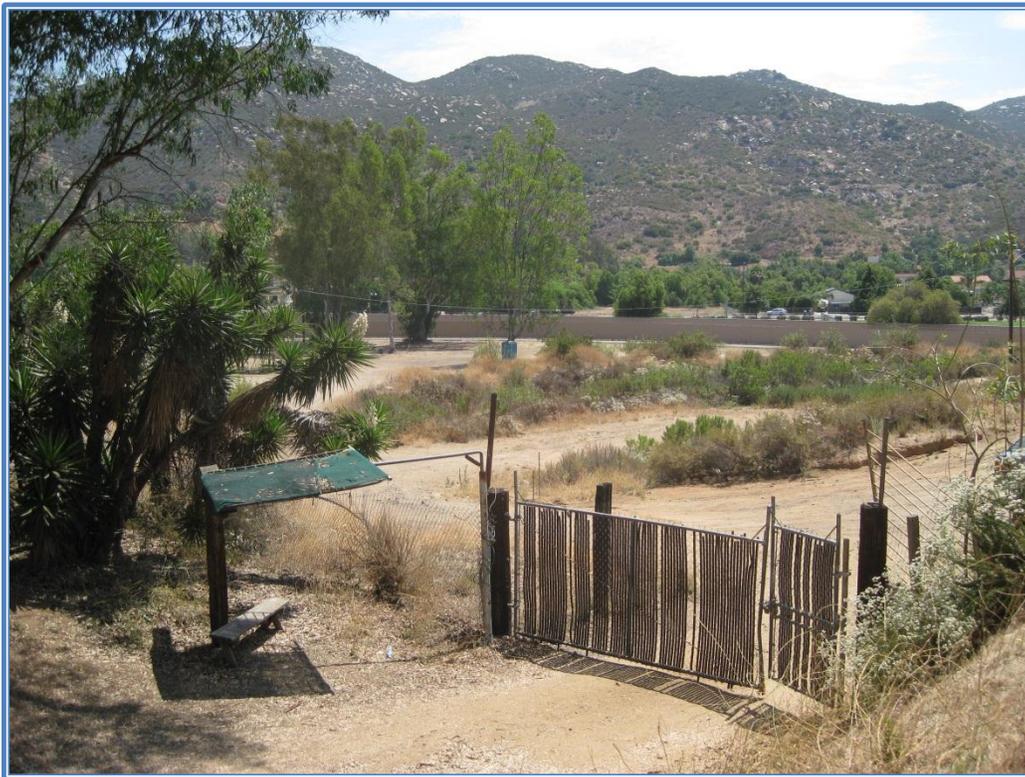
EXHIBIT A Site Photos



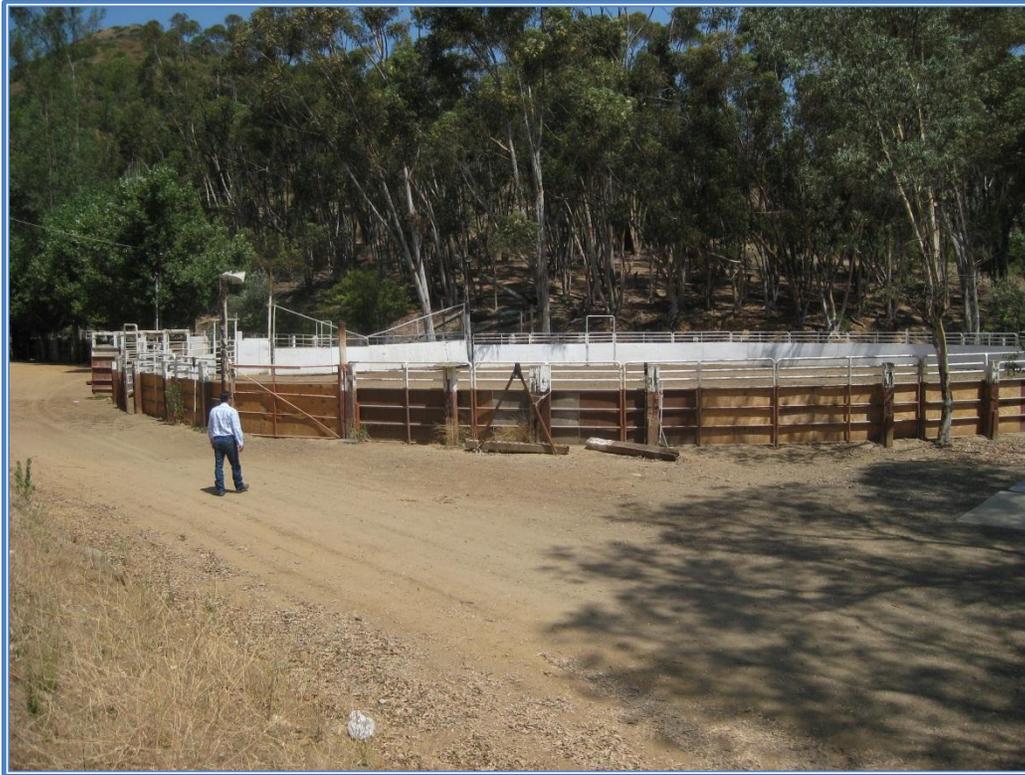
Aerial Imagery with Area Features



Access Drive from Beven Road



Entrance of Charros Association Facility on City's Property



Charros Association Arena



Area Behind Charros Association Arena Seating



Charros Association Arena Staging Area



Charros Association Arena Staging Area

Exhibit B

Biological / Cultural Information (for a previously proposed utilities project)

Memorandum

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To: Mr. Don Bunts, Water Synergy, Inc.

Date: January 25, 2012

From: Sheryl Horn and Lisa Capper

Subject: Escondido Water Distribution Yard Relocation Fatal Flaws Analysis

HELIX Job Number: WSY-01

Message:

In accordance with state law and local ordinances, the City of Escondido (City) is the lead agency for the California Environmental Quality Act (CEQA) environmental review process for the Escondido Water Distribution Yard Relocation project (proposed project). Consistent with direction provided by the City at the team meeting on October 24, 2011, HELIX Environmental Planning, Inc. (HELIX) has conducted focused technical work to identify potential environmental constraints (including procedural, design and cost constraints) associated with the proposed project. Resources with the greatest potential for expanded time frames or costly evaluation/mitigation were identified by the team as biology and cultural resources. This memo presents the results of biological studies conducted by HELIX and cultural resources studies conducted by Affinis Environmental Services (Affinis) for the proposed project, and discusses biological and cultural constraints relevant to project design.

The approximately 13-acre study area is located in the northeastern portion of the City, in northwestern San Diego County. It is situated in Section 1, Township 12 South, Range 2 West as shown on the U.S. Geological Survey 7.5-minute Valley Center quadrangle map, west of Valley Parkway and north of Beven Drive. The study area is located within the boundaries of the proposed Escondido Subarea Plan of the Multiple Habitat Conservation Program (MHCP; Ogden and CBI 2001), and is located within a Focused Planning Area (FPA). The Escondido Humane Society abuts the study area to the northeast, Daley Ranch Reserve to the north, other City-owned lands to the east and west, and a mix of City-owned and privately owned lands to the south.

The central and western portions of the site have been used as rodeo facilities by the Campo de la Asociación de Charros de Escondido for approximately 40 years (through January 2011). The City has formally rescinded the yearly rental of the property, but has continued to allow Charro access to the property. The northeastern portion of the study area is used as parking and picnic facilities. The Caballo trailhead for Daley Ranch Reserve also is situated in the northeastern portion of the study area. Save a Life Drive parallels the eastern boundary of the study area. The remaining portions of the study

Memorandum (cont.)

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area consist primarily of native and non-native vegetation communities. Elevations within the study area range from approximately 727 to 803 feet above mean sea level.

Biological Resources

Biological resources within the study area are subject to regulatory control by the federal government, State of California and City. The federal government administers non-marine plant and wildlife related regulations through the United States Fish and Wildlife Service (USFWS), while Waters of the U.S. (WUS; wetlands and non-wetland waters) are administered by the U.S Army Corps of Engineers (Corps). California law regarding wetland, water-related, and wildlife issues is administered by the California Department of Fish and Game (CDFG).

HELIX conducted a search of the CDFG's California Natural Diversity Database (CNDDDB) for information regarding special status species known to occur within the vicinity of the study area, as well as reviewing USFWS and CDFG Biogeographic Information and Observation System (BIOS) special status species databases. HELIX also conducted a general biological survey of the study area on January 4, 2012. Vegetation was mapped on a 1"=150' scale aerial photograph. The study area was surveyed on foot with the aid of binoculars. Evidence of special status plant and animal species was sought through direct observation as well as looking for burrows, tracks, and scat. The biologist also listened for bird calls. All plant identifications were made in the field or in the lab through comparison with voucher specimens or photographs and were recorded in field notes and/or on an aerial photograph. In addition to the general biological survey, HELIX conducted a jurisdictional delineation, as well as habitat assessments for coastal California gnatcatcher (*Polioptila californica californica*), least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*), and Hermes copper butterfly (*Lycaena hermes*). No focused plant species surveys or animal species surveys were conducted.

Multiple Habitat Conservation Program

The MHCP Subregional Plan for the northwestern portion of San Diego County encompasses the cities of Carlsbad, Encinitas, Escondido, Oceanside, San Marcos, Solana Beach, and Vista. The MHCP Subregional Plan was approved by the San Diego Association of Governments Board of Directors on March 28, 2003. The MHCP Subregional Plan encompasses 111,908 acres (29,962 acres of natural habitat) and provides conservation for 77 species in a 20,593-acre reserve. Each of the seven jurisdictions within the MHCP planning area (including the City) is required to implement their respective portion of the MHCP via city-wide subarea plans. The City circulated a Draft Subarea Plan for public review in June 2001. Until the City's draft MHCP Subarea Plan is approved, the City follows MHCP guidelines or regulatory guidance for projects within City limits, as provided in the Draft Subarea Plan. The MHCP identifies sensitive biological resources and provides mitigation guidelines for impacts to those resources. The proposed preserve system would ultimately be established within designated

Memorandum (cont.)

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Focused Planning Areas (FPAs). Figures 3-2 and 4-1 of the City's MHCP Subarea Plan identify Biological Core and Linkage Areas (BCLAs) as well as FPAs, respectively.

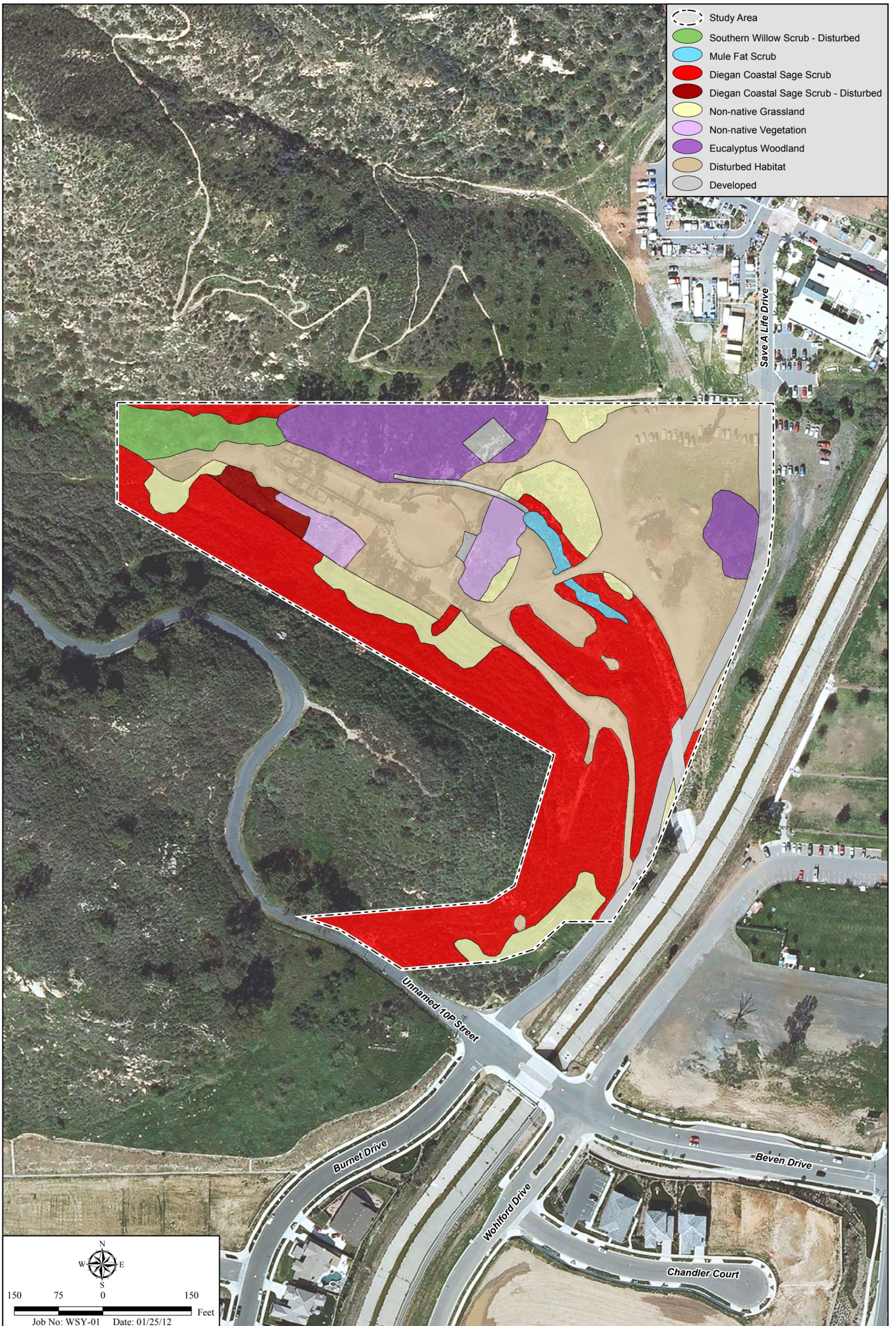
Due to the high degree of urbanization in the central portions of Escondido, the only remaining large blocks of natural habitats occur on the City's perimeter. Five large blocks of natural habitat, located in the northeastern, eastern, southern, southwestern, and northwestern portions of the City contain the vast majority of the City's remaining open space and have been identified as part of the BCLA for the MHCP.

The proposed project site is located within the Northeastern Habitat Area. Based upon recent boundary confirmation efforts (WSI 2012:pers. comm.) HELIX understands that the project site is entirely within hardline areas of the MHCP identified as 90 percent conserved FPA. This designation requires conservation of 90 percent of the extant habitat; areas already developed at the time of MHCP preparation are not counted against the 10 percent allowable development. For example, the Dixon Water Treatment Plant, located approximately one quarter mile west of the project site, is located within the 90 percent conserved FPA. Because it was constructed in 1976, before establishment of the Northeastern Habitat Area, it will not count against the 10 percent allowable development. Adjacent to the north of the project site are hardline areas of the MHCP identified as 100 percent conserved. The Draft Subarea Plan also provides requirements for standard buffers (up to 100 feet) from drainages, within which no new structures would be allowed. Depending on quality of the habitat and existing disturbance, smaller buffers (usually around 25 feet) have been negotiated.

Vegetation Communities

Eight vegetation communities were mapped within the study area (Figure 1; Table 1). These include southern willow scrub (disturbed), mule fat scrub, Diegan coastal sage scrub (including disturbed), non-native grassland, eucalyptus woodland, non-native vegetation, disturbed habitat, and developed land. Four of these are sensitive habitat types, including two wetland habitats (disturbed southern willow scrub and mule fat scrub) and two upland habitats (Diegan coastal sage scrub and non-native grassland). Sensitive habitats are defined as habitat areas or vegetation communities that are unique, are of relatively limited distribution, or are of particular value to wildlife.

The study area supports Habitat Groups A, C, E, and F (Table 1), in decreasing order of sensitivity. Impacts to Group A through Group E habitats (southern willow scrub [disturbed], mule fat scrub, Diegan coastal sage scrub, and non-native grassland, including those that are disturbed) would require mitigation. The mitigation ratio for wetland impacts is determined through consultation with the appropriate resource agencies (Corps, State Water Resources Control Board [SWRCB], and/or CDFG). The minimum mitigation ratio for wetlands is typically 3:1. Mitigation ratios presented below in Table 2 are in accordance with Table 5-2 of the Escondido Draft Subarea Plan and are based on the sensitivity of the community. Only mitigation ratios for impacts inside FPA are shown as the project site is entirely within FPA. Project mitigation ratios would be expected to range from 0.5:1 to 3:1 (Table 2).



Vegetation

ESCONDIDO WATER DISTRIBUTION YARD RELOCATION

Memorandum (cont.)

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Table 1 VEGETATION COMMUNITIES		
VEGETATION COMMUNITY	HABITAT GROUP*	ACRE(S) WITHIN STUDY AREA†
Southern willow scrub (disturbed)	A	0.39
Mule fat scrub	A	0.12
Diegan coastal sage scrub (including disturbed)	C	4.6
Non-native grassland	E	1.2
Eucalyptus woodland	F	1.2
Non-native vegetation	F	0.4
Disturbed habitat	F	4.5
Developed land	F	0.7
TOTAL		13.2

*Habitat Groups, as identified in the Escondido Subarea Plan Public Review Draft (2001), are assigned based upon the rarity of the resource and are used for determining mitigation ratios. Habitat Groups are assigned on a scale of A through F, with A being the most sensitive and F being the least sensitive.

†Upland habitats rounded to the nearest tenth acre and wetland habitats rounded to the nearest hundredth acre; thus, totals reflect rounding.

Memorandum (cont.)

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Table 2 MITIGATION STANDARDS FOR IMPACTS TO NATURAL VEGETATION AND HABITAT	
HABITAT GROUP	Impacted Habitat Inside FPA
A. Wetland/Riparian - coastal salt marsh, alkali marsh, freshwater marsh, estuarine, salt pan/mudflats, riparian forest, riparian woodland, riparian scrub, vernal pool, disturbed wetland, flood channel, freshwater	No net loss replacement goal (Replacement ratio 1:1 to 3:1)
B. Rare Upland - beach, southern coastal bluff scrub, maritime succulent scrub, southern maritime chaparral, Engelmann oak woodland, coast live oak woodland, native grassland	3:1
C. Coastal Sage Scrub - coastal sage scrub, coastal sage/chaparral mix	2:1
D. Chaparral - chaparral, excluding southern maritime chaparral	1:1
E. Annual Grassland - annual (non-native) grassland	0.5:1
F. Other - disturbed land (including ruderal), agricultural land, eucalyptus	None

Mitigation for impacts to upland habitat (which include Habitat Groups B, C, D, and E) could be accomplished through purchase of mitigation credits at Daley Ranch Reserve, which cost approximately \$18,000/acre. Mitigation for impacts to wetland or streambed habitat could occur through on-site or off-site creation, restoration, and/or enhancement, or a combination thereof; or potentially through purchase of wetland mitigation credits at an approved wetland mitigation bank (however, HELIX is not aware of any such bank within the service area of the study area). Final mitigation requirements would be determined by the Corps, SWRCB, and CDFG. If the City were able to obtain credits for creation at the Rancho Jamul or North County Habitat Bank (which may be possible if the impact is very small, even though the property is outside of the approved service areas of these banks), the cost would be approximately \$300,000 per acre. Credits at a similar cost are anticipated to become available from mitigation programs in the San Pasqual Valley currently pending approvals. Creation/enhancement at other City property (such as Kit Carson Park or Daley Ranch) could also be a viable option. Depending upon a number of factors including the extent of required creation/enhancement, availability of land, and presence of an existing management endowment, costs could range between approximately \$225,000 and \$300,000.

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Special Status Plant and Animal Species

Administered by the USFWS, the federal Endangered Species Act (ESA) provides the legal framework for the listing and protection of species (and their habitats) that are identified as being endangered or threatened with extinction. Actions that jeopardize endangered or threatened species and the habitats upon which they rely are considered take under the ESA. Section 9(a) of the ESA defines take as “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.” “Harm” and “harass” are further defined in federal regulations and case law to include actions that adversely impair or disrupt a listed species’ behavioral patterns.

Sections 4(d), 7 and 10 of the federal ESA regulate actions that could jeopardize endangered or threatened species. A special rule under Section 4(d) of the ESA was finalized which authorizes take of certain protected species under approved Natural Community Conservation Planning Programs, which are administered by the states. It allows enrolled jurisdictions to impact up to five percent of sage scrub within their jurisdiction, while they prepare their own Subarea Plans. Authorization under Section 4(d) would be required if the City has not approved the Draft Subarea Plan prior to project approval, and if a nexus to address listed species impacts through a Section 7 consultation does not exist. Sections 7 and 10 describe processes of federal consultation for use when actions may adversely affect listed species. A Section 7 Consultation (formal or informal) is required when there is a nexus between listed species’ use of the project site and impacts to Corps jurisdictional areas. A biological assessment is required for any major construction activity if it may affect listed species. In this case, take can be authorized via a letter of biological opinion, issued by the USFWS, for non-marine related listed species issues. Section 10 applies when there is no federal nexus, and authorization under Section 4(d) is not available.

The USFWS identifies critical habitat for endangered and threatened species. Critical habitat is defined as areas of land that are considered necessary for endangered or threatened species to recover. The ultimate goal is to restore healthy populations of listed species within their native habitat so they can be removed from the list of threatened or endangered species. Once an area is designated as critical habitat pursuant to the federal ESA, all federal agencies must consult with the USFWS to ensure that any action they authorize, fund, or carry out is not likely to result in destruction or adverse modification of the critical habitat. Critical habitat for federally listed threatened coastal California gnatcatcher occurs in and adjacent to the study area. A total of 9.7 acres of the study area (73 percent) is mapped as critical habitat for the coastal California gnatcatcher.

All migratory bird species that are native to the U.S. or its territories are protected under the federal Migratory Bird Treaty Act (MBTA) as amended under the Migratory Bird Treaty Reform Act of 2004 (FR Doc. 05-5127; USFWS 2004). The MBTA is generally protective of migratory birds but does not actually stipulate the type of protection required. In common practice, the USFWS places restrictions on disturbances allowed near active migratory bird nests. These restrictions would not affect project

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design, but rather are restrictions on construction activities near migratory bird nests during the breeding season (typically February 1 through September 15).

The California ESA is similar to the federal ESA in that it contains a process for listing of species and regulating potential impacts to listed species. Section 2081 of the California ESA authorizes the CDFG to enter into a memorandum of agreement for take of listed species for scientific, educational, or management purposes. No state-listed species are expected to occur on the project site.

The Native Plant Protection Act (NPPA) enacted a process by which plants are listed as rare or endangered. The NPPA regulates the collection, transport, and commerce in plants that are listed. The California ESA followed the NPPA and covers both plants and animals that are determined to be endangered or threatened with extinction. Plants listed as rare under the NPPA were also designated rare under the California ESA. The presence of any federally or state-listed or City narrow endemic plant species on site would pose a constraint to proposed project development. Review of known data for the immediate area show only one special status plant species (Orcutt's brodiaea). Based on HELIX's review of the available data and the general biological survey, it was determined that two special status plant species have potential to occur in the study area: Orcutt's brodiaea and San Diego thornmint (*Acanthomintha ilicifolia*). These species have potential to occur in grassland. Although Encinitas baccharis (*Baccharis vanessae*), another special status plant species, is also known from the larger surrounding area, it is not expected to occur as its habitat (chaparral) is not present in the study area. The presence of these species would be determined through a focused plant survey (anticipated for May or June 2012). The plant survey costs approximately \$2,000 and was included in the previously provided scope for the project. Typically, impacts to any listed or City narrow endemic plants require species-specific mitigation, usually in the form of plant salvage and translocation to a suitable preserve area.

No special status plant or animal species were observed during the general biological survey. Although not detected during the survey, the coastal California gnatcatcher has previously been detected in the study area pursuant to USFWS and CNDDB records. The least Bell's vireo and southwestern willow flycatcher are not likely to occur within the study area because the riparian habitat is considered too small and sparse to provide suitable habitat for these species. No suitable habitat for the Hermes copper butterfly was observed in the study area, and its host plant (spiny redberry [*Rhamnus crocea*]) was not observed. Therefore, it is anticipated that no protocol survey for Hermes copper would be required.

The presence of any federally listed or state listed animal species would pose a constraint to proposed project development. Although the coastal California gnatcatcher has been sighted in the area, according to the Escondido Subarea Plan, coastal sage scrub habitats in the northeast core are generally considered suboptimal for the gnatcatcher because they are situated at the eastern edge of the species' distribution and above the typical elevational range of the species in San Diego County. As a result, a

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moderate potential to occur has been identified for the coastal California gnatcatcher within the study area. Although not part of the constraints analysis, a focused gnatcatcher survey was included in the original project proposal provided to the City (at a cost of approximately \$3,900). USFWS protocol prefers that a survey (that consists of three site visits) be conducted between February 15 and August 31 at least seven days apart; however, a survey is accepted by the USFWS year-round. If the bird is present, mitigation for impacts to habitat of this species would be consistent with that for impacts to Diegan coastal sage scrub. In addition, seasonal restrictions on clearing, grubbing, grading, or other construction activities adjacent to the MHCP preserve could be required during the gnatcatcher breeding season (February 1 through August 31) and would be determined based on location of the birds, noise modeling and potential for use of noise barrier.

Jurisdictional Delineation

A jurisdictional delineation was conducted to identify and map areas that may fall under Corps jurisdiction pursuant to Section 404 of the Clean Water Act (CWA; 33 U.S.C. 1344), and/or that may be wetland and streambed habitats under CDFG jurisdiction pursuant to Section 1600 of the Fish and Game Code. Corps jurisdictional boundaries were determined using the three criteria (vegetation, hydrology, and soils) established for wetland delineations as described within the Wetlands Delineation Manual (Environmental Laboratory 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Arid West manual [Corps 2008]). CDFG jurisdictional boundaries were determined based on the presence of riparian vegetation or regular surface flow.

This information is necessary to evaluate potential jurisdictional impacts and permit requirements associated with the proposed project. The information provided below presents HELIX's best effort to quantify the amount of Corps WUS and state jurisdictional habitats within the study area using current regulations, written policies, and guidance from the regulatory agencies. Only the Corps, SWRCB, and CDFG can make a final determination of jurisdictional boundaries.

The study area supports Corps non-wetland WUS and CDFG wetland and streambed habitat (Figures 2 and 3), further discussed below. These jurisdictional areas are associated with a drainage that conveys intermittent flows of water in a southeastern direction across the study area.

Corps jurisdictional areas consist of 0.07 acre of non-wetland WUS (Table 3) within the study area (Figure 2). The western (upstream) reach of the WUS is earthen-bottom, while the eastern (downstream) reach is concrete-lined. Corps jurisdictional widths range from 2 to 8 feet. Areas under CDFG jurisdiction comprise 0.52 acre within the study area (Table 3) consisting of disturbed southern willow scrub, mule fat scrub, and unvegetated earthen-bottom streambed (Figure 3).



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Corps Jurisdictional Areas

ESCONDIDO WATER DISTRIBUTION YARD RELOCATION



- Study Area
- Sampling Point
- Earthen-bottom Streambed (width in feet)
- Southern Willow Scrub - Disturbed
- Mule Fat Scrub

CDFG Jurisdictional Areas

ESCONDIDO WATER DISTRIBUTION YARD RELOCATION

Job No: WSY-01 Date: 01/12/12

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HABITAT	CORPS	CDFG
Southern willow scrub (disturbed)	0.00	0.39
Mule fat scrub	0.00	0.12
Streambed/Non-wetland WUS – earthen-bottom	0.06	0.01
Streambed/Non-wetland WUS – concrete-lined	0.01	0.00
TOTAL	0.07	0.52

*In acre(s), rounded to the nearest hundredth. Totals reflect rounding.

Two options are available for dealing with jurisdictional areas. The first option is avoidance. If construction activities can avoid impacts to jurisdictional areas, no permitting is required. Depending on site design requirements, however, avoidance may not be practicable. Any impacts to jurisdictional areas would require permitting through the appropriate agencies, which can result in project time commitment relating to coordination regarding proposed impacts and mitigation, agency workload, etc.

The regulatory authority of the Corps comes from Section 404 of the CWA, which requires Corps authorization for work involving intentional or unintentional placement of fill or discharge of dredged materials into any WUS. A federal CWA Section 404 Permit would be required for the proposed project to place fill in WUS. Projects could be permitted on an individual basis or be covered under one of several approved nationwide permits, depending upon the extent of impacts.

Under the current Nationwide Permit program, institutional projects (addressed by Nationwide Permit 39) impacting less than 0.5 acre of WUS and less than 300 linear feet of streambed qualify for a Nationwide Permit. The study area evaluated for this memo supports only 0.07 acre of WUS but greater than 300 linear feet of WUS. If proposed project impacts exceed the 0.5 acre or 300 linear foot threshold, an Individual Permit may be required by the Corps District Engineer, although it is possible for the District Engineer to grant a waiver allowing the project to be processed with a Nationwide Permit where the linear feet threshold (only) is exceeded.

The current Nationwide Permit program expires on March 18, 2012 at which time the various types of Nationwide Permits will be modified, reissued, or revoked by the Corps. Based on review of the draft Proposal to Reissue and Modify Nationwide Permits published in the Federal Register (<http://www.gpo.gov/fdsys/pkg/FR-2011-02-16/pdf/2011-3371.pdf>), the new Nationwide Permit program beginning in March 2012 is not anticipated to change the thresholds for Nationwide Permit 39. As such,

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the impact thresholds of 0.5 acre and 300 linear feet are anticipated to remain unchanged. A general timeframe for processing a Nationwide Permit with the Corps is 6 to 8 months, while an Individual Permit is anticipated to take a minimum of 14 months. Mitigation for impacts to WUS would be determined through agency consultation, and could be met through a combination of creation, restoration, and/or enhancement of appropriate habitat; possibly through purchase of wetland mitigation credits; or a combination thereof (refer to discussion of mitigation for wetland habitat impacts, above).

A federal CWA Section 401 Water Quality Certification from the SWRCB is required for every federal permit action that may result in a discharge into any WUS. This certification must be issued prior to any 404 Permit. The SWRCB reviews the request for certification and may recommend either certification or denial thereof to the State Board Executive Director.

The CDFG requires a 1602 Streambed Alteration Agreement (SAA) for projects that would divert or obstruct the natural flow of water; change the bed, channel, or bank of any stream; remove riparian vegetation; or use any material from a streambed. The SAA is a contract between the applicant and the CDFG stating what can be done in the riparian zone and stream course. The mitigation ratio and mitigation measures approved by the Corps likely also would be approved by the CDFG.

If impacts would occur, a formal Jurisdictional Delineation report costing approximately \$7,000 would be required. The estimated cost for preparing a package consisting of applications for a Nationwide Permit, 1602 Agreement, and 401 Certification is \$12,000. Assuming that the process is fairly straightforward with no major issues, the processing cost would be approximately an additional \$10,000. The estimated cost for preparing a package with an Individual Permit instead of a Nationwide Permit is approximately \$16,000, with negotiation costs varying substantially based on complexity. Items that could significantly increase the cost of permit processing include difficulty identifying an appropriate mitigation site, or significant negotiation regarding mitigation requirements (e.g., endowment costs). Under either permitting scenario, coordination related to the Section 7 consultation is anticipated to cost approximately \$5,000.

Mature and Protected Trees

Section 33-1069 of the City's Municipal Code includes vegetation and replacement standards for impacts to mature and/or protected trees. Section 33-1052 of the City's Municipal Code defines a "mature tree" as any self-supporting woody perennial plant, native or ornamental, with a single well-defined stem or multiple stems supporting a crown of branches. The single stem, or one of the multiple stems of any mature oak tree, shall have a diameter 4 inches or greater when measured at diameter breast height (DBH) above the tree's natural grade. All other mature trees shall have a diameter of 8 inches DBH, or greater, for a single stem or one of the multiple stems. A "protected tree" is defined as any oak that has a 10-inch or greater DBH, or any other species or individual specimen listed on the local historic

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register, or determined to substantially contribute to the historic character of a property or structure listed on the local historic register, pursuant to Article 40 of the Escondido Zoning Code.

A tree survey would be required to determine the presence of mature and protected trees that would be impacted by the proposed project. The ordinance requires that every feasible effort be made to preserve and avoid damage to mature or protected trees. If mature trees cannot be preserved on site, they must be replaced at a minimum 1:1 ratio, preferably with trees of equal size and caliper. Protected trees must be replaced at a minimum 2:1 ratio. Mitigation for direct impacts to trees covered by the City's mature tree ordinance (Section 33-1069 of the City's Municipal Code) would be determined in consultation with City staff.

Indirect Biological Impacts

Indirect impacts consist of secondary effects of a project, including drainage and toxins (water quality), lighting, noise, invasive plant species, and errant construction impacts. The magnitude of an indirect impact can be the same as a direct impact; however, the effect typically takes a longer time to become apparent. Indirect impacts have the potential to occur within the adjacent and must be addressed in accordance with MHCP Guidelines. The City's Draft MHCP Subarea Plan contains adjacency guidelines for land uses planned adjacent to the preserve. These guidelines include measures related to drainage and toxics, erosion and sedimentation, lighting, noise, barriers, landscaping restrictions, and fire and brush management. The guidelines that would be relevant to the proposed project are summarized below.

Drainage and Toxics

New and proposed parking lots and developed areas adjacent to the preserve shall not drain directly into the preserve. All developed and paved areas shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials, and other elements that might degrade or harm the natural environment or ecosystem processes within the preserve.

Erosion and Sedimentation

All new development adjacent to preserve areas shall be required to adhere to measures to avoid degradation of habitats from erosion and sedimentation. These include restrictions on slope height and inclination, and requirements for drainage improvement and revegetation, as well as timing of such activities. Grading or vegetation removal adjacent to preserve areas shall be prohibited during the rainy season, unless determined to be allowable on a site-specific basis, should involve brushing rather than discing, and should occur outside the breeding season of special status species. All necessary erosion control devices shall be placed within the development footprint, and appropriate monitoring and maintenance shall be implemented during the grading period.

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Lighting

Lighting of all developed areas adjacent to the preserve shall be confined to areas necessary for public safety and directed away from the preserve. Low-pressure sodium fixtures and shielding shall be used, where feasible, in accordance with the City outdoor lighting ordinance (Zoning Code Section 107-1072.10). Where necessary, development shall provide adequate shielding, berming, and/or other methods to protect the preserve and special status species from night lighting.

Noise

Uses adjacent to the preserve shall be designed to minimize noise impacts. Berms and sound walls shall be constructed adjacent to commercial areas and any other area uses that may introduce noises that could impact or interfere with wildlife utilization of the preserve. Excessively noisy uses or activities adjacent to breeding areas shall incorporate noise reduction measures, such as limits on hours of operation, and shall be curtailed during the breeding season of special status species. Siting facilities that generate excess noise adjacent to preserves should be avoided.

Barriers

New development adjacent to the preserve may be required to provide barriers (e.g., non-invasive vegetation, rocks/boulders, fences, walls, and/or signs) along the preserve boundary to direct public access to appropriate entrance locations and reduce domestic animal predation.

Landscaping Restrictions

Landscaping palettes for areas adjacent to the preserve should be composed of native species similar to, and compatible with, the adjacent habitat in the preserve. No non-native, invasive plant species are allowed in landscaping palettes within 1,000 feet of preserve. Revegetation of areas of exotic species removal should be completed with species appropriate to the adjacent preserve area. Control and monitoring of horticultural regimes (irrigation, fertilization, pest control, and pruning) that can alter site conditions in natural areas should be carried out to prevent shifts in species composition from native to non-native flora. Irrigation should be directed away from the preserve. Fertilizer management programs must apply the minimal amount of fertilizer required for all public horticultural areas adjacent to the preserve.

Fire and Brush Management

Fire and brush management plans shall be enforced so that both biological and safety goals are met, consistent with the recommendations of the Wildland/Urban Interface Task Force in the Wildland/Urban Interface Development Standards (1997).

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Cultural Resources

HELIX's subconsultant, Affinis, conducted a cultural resources records search and field survey of the project site. The records search for the site did not identify previously recorded archaeological resources within or adjacent to the project area, although as previously discussed, there are a number of known sites in the general vicinity.

The archaeological survey was conducted on December 21, 2011 by Andrew Giletti of Affinis and PJ Stoneburner of Saving Sacred Sites (Native American monitor). Although previous coordination with the Native American community indicated that a single monitor would attend, representatives of the Rincon Band of Luiseno Indians also indicated their interest in the project and sent a representative to the survey. Attendance of the additional representative will not affect costs to the City. As shown on the attached aerial photograph (Figure 4), one bedrock milling feature (Distribution Yard 1; DY1) was found during the survey; it is just north of the project study area in the vicinity of the emergency access route. One small mortar surrounded by a milling slick was noted on the feature. Most of the bedrock on which this feature is located was obscured by thick brush cover and duff (Figure 5), so there is a strong possibility that other milling elements are located on the same rock or adjacent rocks but could not be seen during the survey. It should be noted that due to thick brush in some areas of the site (shown on Figure 4), there is potential for cultural material that could not be seen during the survey. These areas are generally parts of the site with steeper slopes and native vegetation.

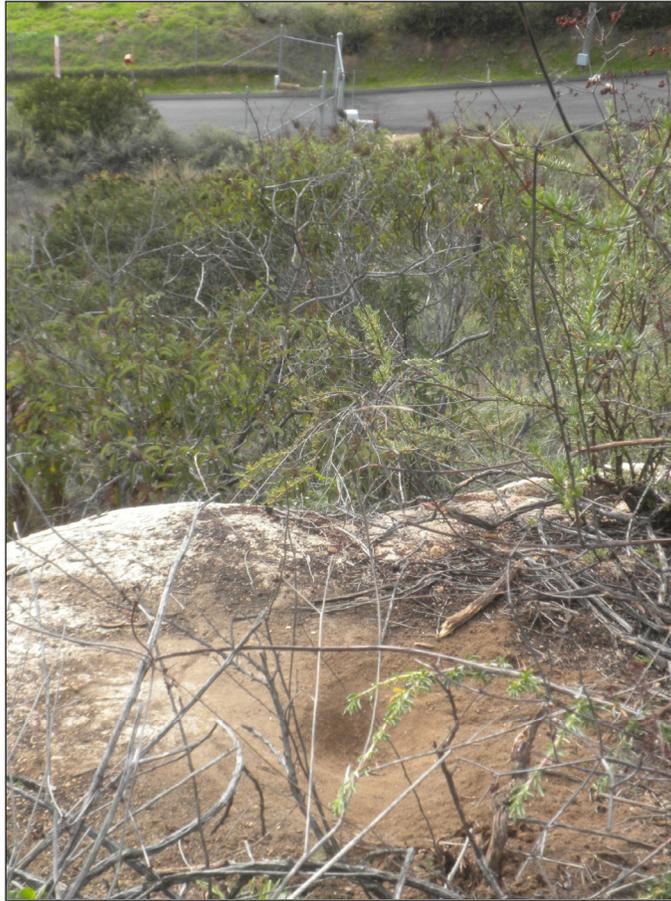
DY1 needs to be recorded with the South Coastal Information Center. No additional evaluation/assessment is required, as DY1 is located outside of the project boundaries and would not be disturbed. Likewise, if other milling elements are located on adjacent rocks that could not be seen during the survey, or in any of the areas identified as having low visibility, each site would need to be recorded with the South Coastal Information Center. The cost for recording additional site is estimated at \$300 per site. Depending on the extent and nature of additional cultural material found additional testing and assessment of the sites may be required if the project would impact the resources. The testing and assessment of individual milling sites, if they are present, would be approximately \$10,000 per site. Although time and materials required for testing and assessment would vary depending on the resource discovered, this number assumes a day's worth of field time by both an archaeologist and Native American observer, six to eight shovel tests, and drawing and photography time. This would be followed by lab work on any artifacts located as well as a modified site form for the South Coast Information Center and a report. There would be savings to this anticipated cost (per site) if multiple small stations were field tested during the same field effort.

With regard to historic sites, B.F. Dixon acquired 50 acres in 1888 and established a farm and nursery. The age of the groves that were once on site is not known, but groves are present in aerial photographs from 1928. The Historic Architectural Survey Report for Bear Valley/East Valley Parkway road improvements project stated: "Dixon's operation was the pioneering establishment for the local citrus



Cultural Resources and Areas of Low Visibility

ESCONDIDO WATER DISTRIBUTION YARD RELOCATION



DY1 - Bedrock Milling Feature



DY2 - Stacked Stone Wall

Cultural Resources Photographs

ESCONDIDO WATER DISTRIBUTION YARD RELOCATION

Figure 5

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industry in the Escondido area. Many local groves were planted from stock from the family nursery (Ryan 1970, 1980; Ryan & Ryan 1973; *Times Advocate* [Escondido Times Advocate] 6-18-78)" (Van Wormer 2003:3). During archaeological survey noted above, DY2 (see Figure 4 for location) was identified. DY2 is the location of four stacked stone walls that may have been constructed for bank stabilization when the area was terraced and used as a grove (refer to Figure 5 for a photograph of one of the walls). The walls have no mortar, and lichen is present on some of the rock surfaces. Age could not be determined during the field survey.

Affinis' historian/historic archaeologist, Stephen Van Wormer, conducted a field visit on January 13, 2012 to examine the rock wall features. He also reviewed 1928 aerial photographs of the property. Mr. Van Wormer has identified the features as a significant historic resource, eligible for the California Register of Historical Resources. The walls appear to be the last remaining elements of the Dixon Ranch; as previously discussed with the team, foundations of the Dixon house are located a short distance south of the project area. The Dixon Ranch was important in Escondido history as one of the pioneers in the citrus industry in Escondido. B.F. Dixon was also important in his own right, and the remnants of the Dixon Ranch are therefore similarly significant for their association with this important person.

DY2 would need to be recorded on standard forms: Primary Record and Building, Structure, Object Record (BSO), including mapping, photographs and setting of historic context. To the extent possible, this would be accomplished using information that Affinis already has. The historian estimates a cost of \$2,800 would be required to do the Primary Record and BSO for DY2.

Because the site is a significant resource, impacts to it also would be significant. DY2 is within the area proposed for the emergency access road. The emergency access road could be designed around this resource to avoid impacts. Due to the topography of the area, moving the road alignment northerly would require additional engineering costs (such as additional earthwork and a retaining wall). These costs are anticipated to be much greater than the costs of mitigating impacts to DY2, and also could result in additional adverse environmental effects due to increased grading into natural habitat as well as open visibility of the retaining wall to viewers from the east.

Review of potentially appropriate mitigation was therefore undertaken. The City has previously approved removal of significant historic structures in the vicinity following completion of an Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER)-level documentation program. This program includes detailed mapping, drawings, and photographs of the features and their context. Given its success for the Lilian Rice House (previously on the Wohlford Ranch, now the Eureka development), HELIX suggests that similar mitigation would be appropriate for these isolated wall features. The photography would need to be done by a photographer who is familiar with the requirements of such documentation. Philipp Scholz Rittermann did the HABS photography for the documentation of the Wohlford Ranch; Chris Wray has worked with Steve Van Wormer on other

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HABS/HAER-level documentation projects. Affinis would anticipate working with one of these photographers, if the City chooses to proceed with the proposed project. The historic background information gathered for the Primary Record and BSO would be used in this documentation. Based on surficial features seen to date, the cost of HABS/HAER documentation mitigation is estimated at \$10,000. (Costs could increase if unexpected elements are encountered during the documentation.)

Due to the poor ground visibility in parts of the project area (shown on Figure 4), as well as the cultural sensitivity of the area (the proximity to Escondido Creek and the numerous archaeological sites known in the vicinity), it is recommended that an archaeologist and a Native American monitor be present during ground-disturbing activities, such as brushing and grubbing, grading, and trenching. The cost of the archaeological monitor is \$570/day (plus mileage). The cost of the Native American monitor is expected to be \$400/day (plus mileage).

Conclusions and Recommendations

Development of the proposed project is somewhat constrained by biological resources (sensitive vegetation communities, special status animal species, and Corps/CDFG jurisdictional areas), regulatory permitting requirements, and the potential for other sensitive resources to be present. Any impacts to sensitive vegetation communities/habitat or jurisdictional areas would require mitigation. Focused surveys would be required for the coastal California gnatcatcher and for special status plant species within the study area. The presence of the coastal California gnatcatcher or other special status bird species would result in timing restrictions for construction activities. Any impacts to jurisdictional areas would require permitting through the appropriate agencies, which can result in long delays depending on the proposed impacts and mitigation, agency workload, and any required coordination with the USFWS.

Impacts to sensitive biological resources can be lessened or avoided by planning development within the following areas: developed land, disturbed habitat, non-native vegetation, and eucalyptus woodland, and by avoiding impacts to sensitive habitat and jurisdictional areas. This would reduce or eliminate the need for mitigation, although timing restrictions on construction may still be required to avoid direct impacts to any migratory birds nesting in eucalyptus woodland or indirect impacts to nesting birds in the MHCP preserve. The project also would need to be consistent with Adjacency Guidelines for land uses planned adjacent to the MHCP preserve.

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Immediate next steps would include the following:

1. Meet with the City on January 30 to discuss this memorandum and identify potential future issues.
2. Coordinate with City Planning Division regarding current status of City 4(d) process and allotment for coastal sage scrub as well as any development constraints in the 90 percent hardlined area, including any necessary drainage buffers.

Exhibit C

El Caballo Park Conservancy Working List of Park Ideas and Elements

- install appropriate access paths for handicapped participants (pavers, asphalt, concrete, etc).
- install a prominent sign or bulletin board for park information and acceptable activities (multi language).
- build a corral suitable for equine therapy (seating, partially covered?, perhaps isolated from distractions).
- build a corral/area suitable for canine and other animal therapy (pens or subdivided spaces?), family friendly space for young children interaction with animals
- plant shrubs and groundcover for beautification and directing pedestrian traffic to walkways.
- install irrigation system and electrical access where necessary.
- install non-offensive fencing to direct pedestrian traffic and appropriate security fencing.
- create a link to the River Walk (Escondido Creek) to draw pedestrian traffic, a natural extension of the River Walk (perhaps a pedestrian bridge across the creek).
- install a restroom facility, washing station(s), drinking fountain(s) (recognize security and operational challenge).
- Install secure bike racks in appropriate locations
- cut low challenge horse trail around the canyon and Charros arena, sufficiently wide for therapy use with volunteers on both sides of the horse (can be used by senior hikers, mountain bikes, dog walkers and horse riding lessons), Daley Ranch trails are narrow and high challenge.
- update the Charros arena, add spectator seating, replace security fencing, install picnic tables, redesign entrances to arena area to separate horses from spectators
- install general beautification plantings requiring low water.
- create a natural habitat educational space (weather proof information boards).

Exhibit C
El Caballo Park Conservancy Working List of Park Ideas and Elements

- build a covered seating area for educational lectures
- install appropriate lighting.
- create an “entrance” with signage, include signage throughout the park.
- create areas for watering dogs/horses, and washing horses
- install simple seating at arenas (similar to campfire seating?)
- Install hitching posts for horses and separate dog tie downs
- assign & control parking for horse trailers, safe staging, etc.
- develop scout campsite area



Exhibit D
CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

This Agreement is made this [redacted] day of [redacted], 20[redacted].

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: [redacted]
760-xxxx
("CITY")

And: [Name]
[Street address]
[City, state, zipcode]
[Attn: (name of contact)]
[Insert telephone number]
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$[redacted]. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

 Acknowledged by CONSULTANT _____

 Waiver appropriate by CITY _____
 - c. Each insurance policy required above must be acceptable to the City Attorney:

- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

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

22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Department or Division Head Name & Title

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

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

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Clay Phillips
City Manager

Date: _____

Department or Division Head

Date: _____

(Contractor signature)

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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