



Council Meeting Agenda

FEBRUARY 3, 2016
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Michael Morasco
COUNCIL MEMBERS	Olga Diaz Ed Gallo John Masson
CITY MANAGER	Graham Mitchell
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Jay Petrek
DIRECTOR OF PUBLIC WORKS	Ed Domingue

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**February 3, 2016
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 240 South Broadway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Care Center Cremations
Escondido Education COMPACT
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**February 3, 2016
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: Regular Meeting of January 13, 2016](#)**

4. **[SENIOR NUTRITION BUDGET ADJUSTMENT -](#)**

Request Council approve a budget adjustment of \$6,743, resulting from one-time-only funds provided by the County of San Diego for the Senior Nutrition Program and authorize the City Manager and Director of Administrative Services to make the necessary budget adjustments to the Senior Nutrition budget.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

5. **[CONSULTING AGREEMENT FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT AND RELATED BUDGET ADJUSTMENT \(ENV 15-0001, SUB 15-0002\) -](#)**

Request Council approve a consulting agreement and scope of services with Harris & Associates to prepare an Environmental Impact Report (EIR) for a proposed residential project containing 55 single-family residential lots, seven open space lots, two private street lots, and one recreation lot, on a 40.62-acre property near the intersection of Bear Valley Parkway and Encino Drive, addressed as 661 Bear Valley Parkway, and approve a Budget Adjustment totaling \$139,060 to finance the EIR preparation and costs for staff review.

Staff Recommendation: **Approval (Community Development Department: Jay Petrek)**

RESOLUTION NO. 2016-18

6. **[BUDGET ADJUSTMENT FOR PROFESSIONAL SERVICES FEES ASSOCIATED WITH STUDYING AND PLANNING EFFORTS FOR POST-REDEVELOPMENT FINANCING TOOL -](#)**

Request Council approve the budget adjustment that recommends using the proceeds from the recent sale of City surplus General Fund property at 418 East Second Avenue to increase the City Manager's Office professional services budget by \$118,900 to study a post-redevelopment financing tool.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson/Debra Lundy)**

7. **[SECOND AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO FEDERAL CREDIT UNION AT 201 NORTH BROADWAY AND EAST VALLEY COMMUNITY CENTER -](#)**

Request Council approve authorizing the Real Property Manager and the City Clerk to execute a Second Amendment to the Lease Agreement with the Escondido Federal Credit Union for office and bank space within City Hall, at 201 North Broadway and an ATM kiosk located within the parking lot of the East Valley Community Center.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson/Debra Lundy)**

RESOLUTION NO. 2016-19

8. **[LEASE AGREEMENT WITH JOHN AND ANN O'FLYNN, DBA LAKE WOHLFORD RESORT AT THE SIX-ACRE PORTION OF APN 190-110-17, LAKE WOHLFORD ROAD, COUNTY OF SAN DIEGO](#)**

Request Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Lake Wohlford Resort for the six-acre portion of APN 190-110-17, located on Lake Wohlford Road in the County of San Diego.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson/Debra Lundy)**

RESOLUTION NO. 2016-20

9. HOUSING-RELATED PARKS PROGRAM GRANT APPLICATION -

Request Council approve authorizing the Public Works Director/City Engineer or his designee to submit an application to the California Department of Housing and Community Development (HCD) for a Housing-Related Parks (HRP) Program Grant, and authorize the Public Works Director/City Engineer or his designee to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant.

Staff Recommendation: **Approval (Public Works Department: Ed Domingue)**

RESOLUTION NO. 2016-14

10. AMENDMENT TO ESCONDIDO MUNICIPAL CODE SECTION 20-2 -

Request Council approve an amendment to the Escondido Municipal Code permitting no more than three (3) members of the Planning Commission to reside outside the city limits so long as the residence is within the geographic area covered by the City's General Plan.

Staff Recommendation: **Approval (Deputy Mayor Morasco/Councilmember Masson)**

ORDINANCE NO. 2016-02 (Introduction and First Reading)

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

11. ORDINANCE NO. 2016-01 AMENDING CHAPTER 33 AND DELETING CHAPTER 16F OF THE ESCONDIDO MUNICIPAL CODE PERTAINING TO COMMERCIAL MEDICAL CANNABIS (MARIJUANA) LAND USES AND BUSINESSES (AZ 15-0004) -

Approved on January 13, 2016 with a vote of 5/0

ORDINANCE NO. 2016-01 (Second Reading and Adoption)

PUBLIC HEARINGS

12. SHORT-FORM RENT INCREASE APPLICATION FOR IMPERIAL ESCONDIDO MOBILE ESTATES -

Request Council consider for approval the short-form rent increase application submitted by Imperial Escondido Mobile Estates and approve granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.430% (an average of \$12.70) for the period of June 30, 2013 to June 30, 2015.

Staff Recommendation: **Consider for Approval (Community Development Department: Jay Petrek)**

RRB RESOLUTION NO. 2016-01

CURRENT BUSINESS

13. BUILDING DIVISION BUILDING INSPECTOR UPDATE -

Request Council provide direction to staff regarding reinstating a previously vacated fourth building inspector position.

Staff Recommendation: **Provide Direction (Community Development Department: Jay Petrek)**

FUTURE AGENDA

14. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the 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: Diane Halverson)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
February 10	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
February 17	-	-	No Meeting	-
February 24	Wednesday	8:00 a.m.	State of the City	CCAE
March 2	Wednesday	3:30 p.m.	Board & Commission Interviews	Mitchell Room

TO ADDRESS THE COUNCIL

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

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

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

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

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

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.

CITY OF ESCONDIDO
January 13, 2016
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, January 13, 2016 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Deputy Mayor Michael Morasco, and Mayor Sam Abed. Quorum present.

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

Attorney Jeffrey Epp requested the addition of two items to the agenda.

Moved by Councilmember Masson and seconded by Councilmember Gallo to add the following items to the Closed Session pursuant to Government Code Section 54954.2(b)(2); since the need to take action on both items arose as a result of developments in the litigation (a new settlement offer in Dennis and a need to handle subpoenas in Southwest Keys) arose subsequent to the posting of the agenda. The two items are litigated matters are entitled Shannon Dennis v. City of Escondido, Case No. 37-2014-00013400-CU-WT-NC and Southwest Key Programs, Inc. V. City of Escondido, Case No. '15-CV-1115-H (BLM) and are added as permitted by Government Code Section 54956.9(a). Motion carried unanimously.

I. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

- a. **Property:** 115 West Woodward Avenue
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Boys and Girls Club
Under Negotiation: Price and Terms of Agreement

- b. **Property:** North of East Valley Parkway (between Bevin Drive and Lake Wohlford Road)
[Portions of APNs: 225-141-40, 225-141-27, and 225-141-34]
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: El Caballo Park Conservancy
Under Negotiation: Price and Terms of Agreement

- c. **Property:** Lake Wohlford Road (6 Acre Portion of APN: 190-110-17)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: John & Ann O'Flynn DBA Lake Wohlford Resort
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:30 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
January 13, 2016
4:30 P.M. Meeting Minutes

Escondido City Council
and as Successor Agency to the CDC

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:31 p.m. on Wednesday, January 13, 2016 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

Chris Montgomery led the Moment of Reflection.

FLAG SALUTE

Mayor Abed led the Flag Salute.

PRESENTATIONS:

Hidden Valley Kiwanis Club Car Seats Gifted to Police Department
Police Captain Promotions

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Deputy Mayor Michael Morasco, and Mayor Sam Abed. Quorum present.

Also present were: Graham Mitchell, City Manager; Jeffrey Epp, City Attorney; Jay Petrek, Community Development Director; Ed Domingue, Director of Public Works; Diane Halverson, City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Efrain Garcia, Escondido, noted parking issues in his neighborhood and requested the Council's help to find a solution.

Norma Olqui, Escondido, noted homeless activity in front of her apartment complex and complaints she has filed.

CONSENT CALENDAR

Councilmember Masson removed items 10 and 11, and Councilmember Diaz removed item 13 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve the following Consent Calendar items. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**

3. APPROVAL OF MINUTES: A) Regular Meeting of December 2, 2015 B) Regular Meeting of December 9, 2015

4. OVERSIGHT BOARD VACANCY -

Request Council approve the Mayoral appointment to the Oversight Board. (File No. 0120-20)

Staff Recommendation: **Approval (City Attorney's Office: Jeffrey Epp)**

5. ADOPTION OF RESOLUTION NO. 2016-12 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17) FOR JULY 2016 THRU JUNE 2017 -

Request Council approve the adoption of the Recognized Obligation Payment Schedule (ROPS 16-17) so that the Successor Agency may continue to make payments due for enforceable obligations. (File No. 0440-35)

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2016-12

6. 9-1-1 EMERGENCY TELEPHONE SYSTEM REPLACEMENT AND BUDGET ADJUSTMENT -

Request Council approve accepting \$383,452.20 from the California Office of Emergency Services (CalOES) to replace the Escondido Police and Fire 9-1-1 Emergency Phone System; authorize the Chief of Police or his designee to execute program documents on behalf of the City; and approve budget adjustments needed to spend program funds. (File No. 0430-80)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

7. FIRE/FIRE EMERGENCY MANAGEMENT DEPARTMENT REORGANIZATION, POSITION RECLASSIFICATION, AND BUDGET ADJUSTMENT -

Request Council approve a proposed reorganization of the Fire/Fire Emergency Management Department, by utilizing the cost savings from reclassifying the Fire Marshal position and the elimination of the EMS contractual agreement with the City of San Marcos and an increase in permit revenue generated through the Fire Prevention Bureau. (File No. 0430-80)

Staff Recommendation: **Approval (Fire Department: Michael Lowry)**

8. BUILDING DIVISION BUDGET ADJUSTMENT -

Request Council approve a Building Division budget adjustment to increase the cost-recovery Professional Services budget to fund plan review services from EsGil Corporation and receive information about a possible restatement of a vacated fourth building inspector position. Staff will return to City Council at a future meeting for possible action regarding the building inspector position with potential funding options. (File No. 0430-80)

Staff Recommendation: **Approval (Community Development Department: Jay Petrek)**

9. NOTICE OF COMPLETION: EMERGENCY SEWER OUTFALL REPAIR WORK -

Request Council approve authorizing the Director of Utilities to file a Notice of Completion for the Emergency Sewer Outfall Repair Work. (File No. 0600-10 [MISC])

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

RESOLUTION NO. 2016-04

- 10. FINAL MAP, ESCONDIDO TRACT 894, LOCATED AT 1026 LEHNER AVENUE -**
Request Council approve the Final Map for Tract 894, an 11 Lot Residential Subdivision located at 1026 Lehner Avenue. (File No. 0800-10)

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

Councilmember Masson abstained from the vote.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Diaz to approve the Final Map for Tract 894, an 11 Lot Residential Subdivision located at 1026 Lehner Avenue. Ayes: Diaz, Gallo, Morasco and Abed. Noes: None. Abstained: Masson. Motion carried.

- 11. FINAL MAP, ESCONDIDO TRACT SUB 13-0003, LOCATED AT 836 STANLEY AVENUE –**
Request Council approve the Final Map for Tract SUB 13-0003, a 16 Lot Residential Subdivision located at 836 Stanley Avenue. (File No. 0800-10)

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

Councilmember Masson abstained from the vote.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve the Final Map for Tract SUB 13-0003, a 16 Lot Residential Subdivision located at 836 Stanley Avenue. Ayes: Diaz, Gallo, Morasco and Abed. Noes: None. Abstained: Masson. Motion carried.

- 12. SANDAG TRANSNET ACTIVE TRANSPORTATION PROGRAM AND SMART GROWTH INCENTIVE PROGRAM BUDGET ADJUSTMENT -**

Request Council approve a budget adjustment to expend grant funds awarded by the San Diego Association of Governments (SANDAG) for the El Norte Signalized Pedestrian Crossing and Escondido Transit Center Active Transportation Connections projects. (File No. 0480-70)

Staff Recommendation: **Approval (Public Works Department: Ed Domingue)**

- 13. AWARD OF CONSULTING AGREEMENT FOR DESIGN OF ESCONDIDO CREEK MISSING LINK PROJECT TO KOA CORPORATION -**

Request Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement for \$176,973 with KOA Corporation for design of the Escondido Creek Missing Link Project. (File No. 0600-10 [A-3180])

Staff Recommendation: **Approval (Public Works Department: Ed Domingue)**

RESOLUTION NO. 2016-06

Councilmember Diaz questioned if construction costs are included in the funds.

Abraham Bandegan, Engineering, stated that these funds are only for the design of the project.

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Morasco to approve authorizing the Mayor and City Clerk to execute a Consulting Agreement for \$176,973 with KOA Corporation for design of the Escondido Creek Missing Link Project and adopt Resolution No. 2016-06. Motion carried unanimously.

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

PUBLIC HEARINGS

14. LOCAL REGISTER DESIGNATION OF THE PROPERTY AT 225 EAST FOURTH AVENUE (HP 15-0004) -

Request Council approve the listing of the property at 225 East Fourth Avenue on the City's Local Register of Historic Places and approve the CEQA Exemption. (File No. 0880-10)

Staff Recommendation: **Approval (Community Development Department: Jay Petrek)**

RESOLUTION NO. 2016-02

Paul Bingham, Planning, presented the staff report, utilizing a PowerPoint presentation.

Bob McQuead, Project Architect, was available to answer questions.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve the listing of the property at 225 East Fourth Avenue on the City's Local Register of Historic Places and approve the CEQA Exemption and adopt Resolution No. 2016-02. Motion carried unanimously.

15. ORDINANCE 2016-01 AMENDING CHAPTER 33 AND DELETING CHAPTER 16F OF THE ESCONDIDO MUNICIPAL CODE PERTAINING TO COMMERCIAL MEDICAL CANNABIS (MARIJUANA) LAND USES AND BUSINESSES (AZ 15-0004) -

Request Council approve amending Chapter 33 (Zoning Code), Article 57, to explicitly prohibit the cultivation and delivery of medical cannabis (marijuana), to maintain the prohibition of medical marijuana dispensaries in the City of Escondido and to delete Escondido Municipal Code Chapter 16F (Medical Marijuana Dispensaries). (File No. 0680-10)

Staff Recommendation: **Approval (Community Development Department: Jay Petrek)**

ORDINANCE NO. 2016-01 (First Reading and Introduction)

Bill Martin, Assistant Director of Planning, presented the staff report, utilizing a PowerPoint presentation.

Renee Meyst, Valley Center, stated her opposition to the Ordinance.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Gallo to approve amending Chapter 33 (Zoning Code), Article 57, to explicitly prohibit the cultivation and delivery of medical cannabis (marijuana), to maintain the prohibition of medical marijuana dispensaries in the City of Escondido and to delete Escondido Municipal Code Chapter 16F (Medical Marijuana Dispensaries) and introduce Ordinance No. 2016-01. Motion carried unanimously.

CURRENT BUSINESS

16. INTERIM FIRE CHIEF APPOINTMENT; 180 DAY WAITING PERIOD EXCEPTION -

Request Council approve the appointment of Michael Lowry as Interim Fire Chief, to oversee the operations of the Fire Department until the vacancy is filled via a promotional recruitment. (File No. 0680-20)

Staff Recommendation: **Approval (City Manager's Office: Graham Mitchell)**

RESOLUTION NO. 2016-08

Graham Mitchell, City Manager, presented the staff report.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve appointment of Michael Lowry as Interim Fire Chief, to oversee the operations of the Fire Department until the vacancy is filled via a promotional recruitment and adopt Resolution No. 2016-08. Motion carried unanimously.

17. VISTA VERDE RESERVOIR REPLACEMENT PROJECT - PHASE II: BID AWARD FOR CONSTRUCTION, BUDGET ADJUSTMENT, AND AWARD OF CONSULTING AGREEMENT FOR CONSTRUCTION MANAGEMENT -

Request Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$9,396,344 for construction of the Vista Verde Reservoir Replacement Project - Phase II; authorize the Mayor and City Clerk to execute a Consulting Agreement with Butier in the amount of \$671,540 for construction management services for the Vista Verde Reservoir Replacement Project - Phase II; and approve a budget adjustment in the amount of \$2,866,700. (File No. 0600-10 [A-3167] [A-3181])

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

A) RESOLUTION NO. 2016-03 B) RESOLUTION NO. 2016-13

Councilmember Masson abstained and left the dais.

Angela Morrow, Deputy Director of Utilities/Construction and Engineering, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$9,396,344 for construction of the Vista Verde Reservoir Replacement Project - Phase II; authorize the Mayor and City Clerk to execute a Consulting Agreement with Butier in the amount of \$671,540 for construction management services for the Vista Verde Reservoir Replacement Project - Phase II; and approve a budget adjustment in the amount of \$2,866,700 and adopt Resolution No. 2016-03 and Resolution No. 2016-13. Ayes: Diaz, Gallo, Morasco and Abed. Noes: None. Abstained: Masson. Motion carried.

18. INCREASE APPLICATION AMOUNT OF FUTURE STATE REVOLVING FUND LOANS FOR THREE RECYCLED WATER DISTRIBUTION EXPANSION PROJECTS -

Request Council approve authorizing repayment of three State Revolving Fund (SRF) Loans for Capital Improvement Projects (CIPs) that are part of the recycled water distribution system expansion. The repayment resolutions would increase the authorized application amount for each project. (File No. 1340-701)

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

A) RESOLUTION NO. 2016-09 B) RESOLUTION NO. 2016-10 C) RESOLUTION NO. 2016-11

Christopher McKinney, Director of Utilities, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve authorizing repayment of three State Revolving Fund (SRF) Loans for Capital Improvement Projects (CIPs) that are part of the recycled water distribution system expansion. The repayment resolutions would increase the authorized application amount for each project and adopt Resolution No. 2016-09, Resolution No. 2016-10 and Resolution No. 2016-11. Motion carried unanimously.

- 19. APPROVAL OF STORM WATER DESIGN MANUAL TO COMPLY WITH R9-2013-0001 -**
Request Council approve the adoption of the Model Regional Best Management Practice Design Manual ("Storm Water Design Manual") prepared for the City of Escondido. (File No. 1320-90)

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

RESOLUTION NO. 2016-01

Helen Davies, Environmental Programs Manager, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve the adoption of the Model Regional Best Management Practice Design Manual ("Storm Water Design Manual") prepared for the City of Escondido and adopt Resolution No. 2016-01. Ayes: Diaz, Gallo, Morasco and Abed. Noes: Masson. Absent: None. Motion carried.

FUTURE AGENDA

20. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the 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: Diane Halverson)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo reported on San Diego County Water Authority's finding that potable water use has decreased 18 percent; North County Transit District's Chairman will remain as Mark Packard and Rebecca Jones will serve another term as Vice Chairman.

Deputy Mayor Morasco reported on the Regional Solid Waste Committee's meeting, they will be increasing recycling programs throughout the region.

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:56 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ file No. _____

Ord No. _____

Agenda Item No.: 4

Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Danielle Lopez, Assistant Director of Community Services
Karen Williams, Older Adult Services Manager

SUBJECT: Senior Nutrition Budget Adjustment

DESCRIPTION OF REQUEST:

It is requested that the City Council approve a budget adjustment of \$6,743, resulting from one-time-only funds provided by the County of San Diego for the Senior Nutrition Program and authorize the City Manager and Director of Administrative Services to make the necessary budget adjustments to the Senior Nutrition budget.

RECOMMENDATION:

Approval

FISCAL ANALYSIS:

The \$6,743 budget adjustment to the Nutrition budget will enable staff to purchase a commercial grade dishwasher, freezer, and a steel stand for the ice machine with no impact to the General Fund.

BACKGROUND:

The City of Escondido Older Adult Services Division received a grant in July 2015 from the County of San Diego to offset the costs of the Senior Nutrition Program. In January 2016, the County notified staff that the Program would receive one-time-only money, in the amount of \$6,743, for the purchase of equipment. Specifically this money will provide a new commercial grade dishwasher, freezer, and steel stand for the ice machine used for Nutrition Program operations.

Respectfully submitted,



Danielle Lopez
Assistant Director of Community Services



Karen Williams
Older Adult Services Manager

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Director of Community Development

SUBJECT: Consulting Agreement for Preparation of an Environmental Impact Report and related Budget Adjustment (Case No. ENV 15-0001 and SUB 15-0002)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution 2016-18 approving a consulting agreement and scope of services with Harris & Associates to prepare an Environmental Impact Report (EIR) for a proposed residential project containing 55 single-family residential lots, seven open space lots, two private street lots, and one recreation lot, on a 40.62-acre property near the intersection of Bear Valley Parkway and Encino Drive, addressed as 661 Bear Valley Parkway, and a Budget Adjustment totaling \$139,060 to finance the EIR preparation and costs for staff review.

FISCAL ANALYSIS:

The costs for preparation of the EIR and staff review will be paid by the applicant and will not impact City funds.

ENVIRONMENTAL REVIEW:

All development projects require some level of environmental documentation through the California Environmental Quality Act (CEQA). Based on the type and amount of project impacts the CEQA documentation can include:

- 1) *Categorical or Statutory Exemption* for certain specific projects, and other projects that do not generate environmental impacts;
- 2) *Negative / Mitigated Negative Declaration* for projects that may generate environmental impacts for which all impacts will be mitigated; or
- 3) *Environmental Impact Report (EIR)* for more complex projects that may or may not mitigate all environmental impacts. An EIR is required when project impacts cannot be mitigated and decision makers must adopt Overriding Findings concluding that the benefits of the project outweigh the associated project impacts.

Initially it was assumed by the applicant and City staff that this project's impacts would be analyzed with a Negative/Mitigated Negative Declaration. However, on July 2, 2015, the applicant submitted a written request to prepare an EIR as an additional measure of thoroughness and legal defensibility, stating that the technical studies prepared by that date supported this approach. The applicant has already obtained most of the technical studies needed for the CEQA analysis, which the EIR consultant will review for accuracy and adequacy prior to incorporation into the document, as described in the scope of work. A cultural resources survey report has not yet been prepared, so the consultant will contract with a sub-consultant (ASM) for preparation of this study.

GENERAL PLAN ANALYSIS:

The site is designated E2 (Estate II) in the General Plan. Recommended urban form characteristics for this designation include large residential lots (20,000 SF or larger) with low building coverage and units set back from the street with extensive on-site landscaping.

The project includes a rezone of the property from RE-20 (Residential Estates, 20,000 SF minimum lot size) to PD-R (Planned Development- Residential), as well as a Preliminary, Precise, and Master Development Plan to implement clustering of residential lot sizes as small as 10,000 SF. In addition to the 55 residential lots, the project will include seven open space lots, one recreation lot, and two private street lots. The project also includes a Grading Exemption to allow fill slopes up to 16' in height within 50' of the property line, fill slopes up to 58' in height beyond 50' of the property line, and cut slopes up to 38'; as well as a Specific Alignment Plan for Bear Valley Parkway from Sunset Drive to the project site's northern property line. Though most of the residential lots in this project will be smaller than 20,000 SF, no General Plan Amendment is necessary, since the overall density of the project will conform to the General Plan's E2 standards allowing up to 2.0 units per acre. No specific architectural design for the future residences has been submitted at this time, though the applicant has provided proposed development standards for setbacks, lot coverage, floor area ratio, etc., as well as some general architectural guidelines.

CONSULTANT SELECTION:

Staff interviewed four consulting firms and has selected Harris & Associates to prepare the EIR. Diane Sandman (Project Manager) and Sharon Toland (Primary EIR Author) have prepared numerous EIRs for residential projects across Southern California, and worked on two documents for the City of Escondido: the EIR for the Escondido General Plan Update, Climate Action Plan, and Downtown Specific Plan Update, and the Mitigated Negative Declaration for the Amanda Estates Residential Project. The consultant understands the applicant's desire to expedite the project and is committed to completing the EIR within an approximately ten-month timeframe. The applicant has reviewed the scope of services and fee, and has agreed to the proposal.

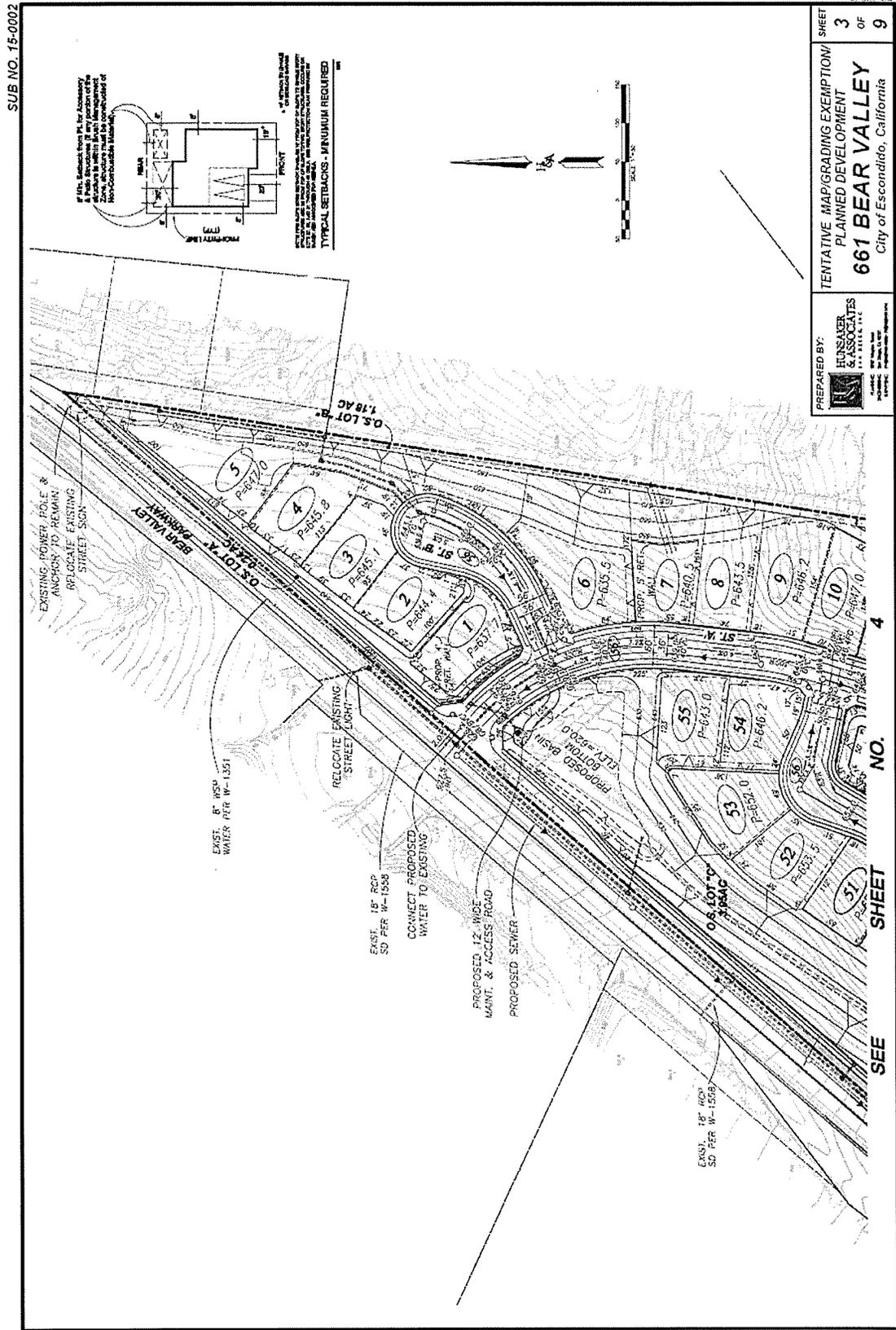
NEXT STEPS IN THE PROCESS:

Staff has reviewed and refined the consultant's scopes of services for the preparation of the EIR to ensure its appropriateness. Upon approval, the consultants will commence with the first steps of the EIR process, including holding a kickoff meeting with City staff and the applicant, reviewing existing technical studies, and preparing the cultural resources study. Environmental impacts and proposed mitigation measures will be considered concurrently to provide the Planning Commission and City Council with as much information as possible in making a decision regarding the proposed development.

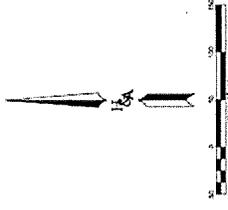
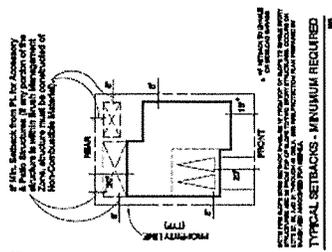
Respectfully Submitted,


Jay Petrek
Director of Community Development


Ann Dolmage
Associate Planner



SUB NO. 15-0002



PREPARED BY:
HENSAGER & ASSOCIATES
 1000 W. MAIN ST., SUITE 100
 ESCONDIDO, CA 92025
 TEL: 760-941-1111
 FAX: 760-941-1112
 WWW.HENSAGER.COM

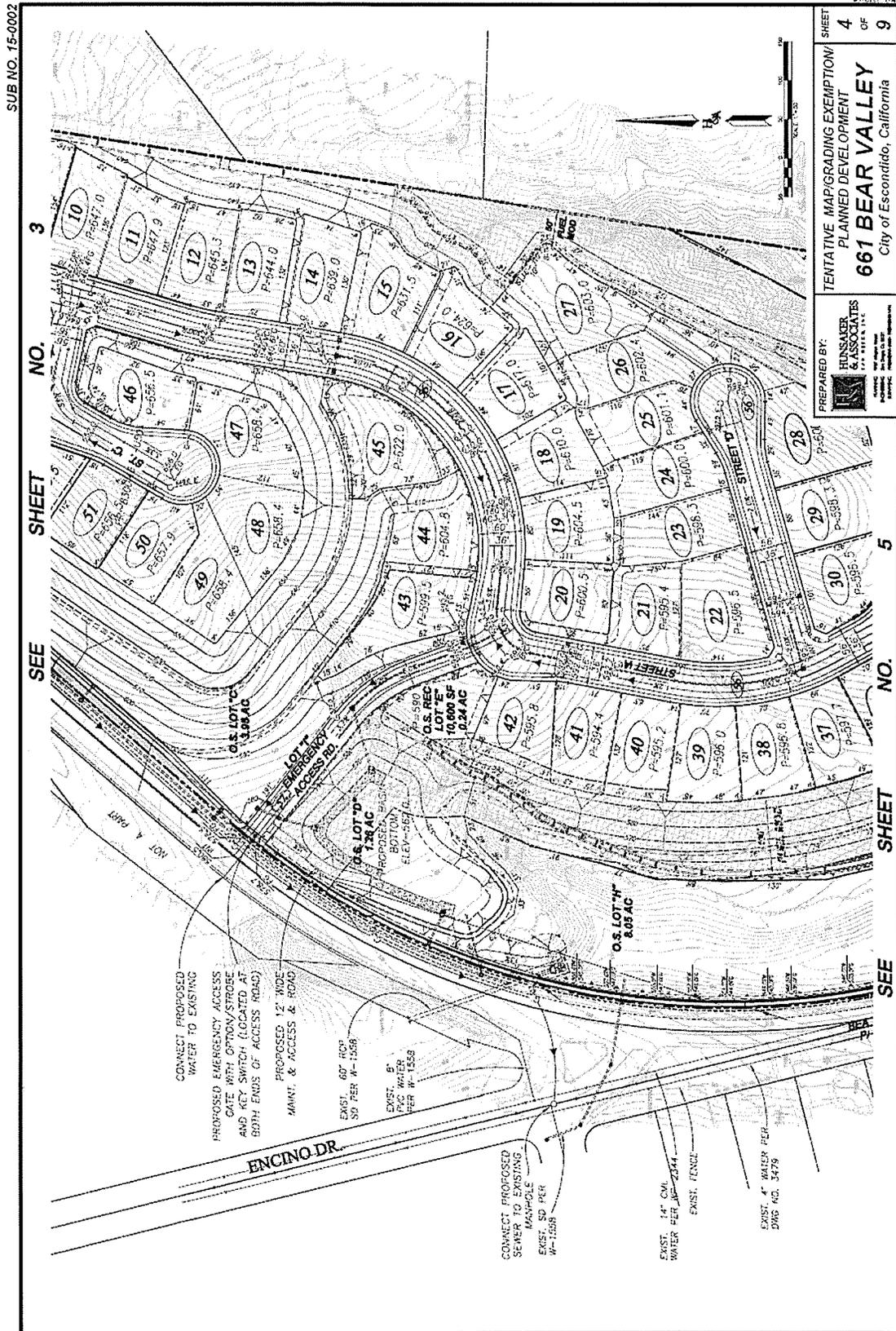
TENTATIVE MAP/GRADING EXEMPTION/
 PLANNED DEVELOPMENT
661 BEAR VALLEY
 City of Escondido, California

SHEET **3** OF **9**

NO. 4

SHEET

SEE



SUB NO. 15-0002

PREPARED BY:
HUNSAKER & ASSOCIATES
 1745 AVILA BLVD.
 ESCONDIDO, CALIFORNIA 92027
 (760) 941-1111

TENTATIVE MAP/GRADING EXEMPTION/
 PLANNED DEVELOPMENT
661 BEAR VALLEY
 City of Escondido, California

SHEET 4 OF 9

Spieth & Wohlford, Inc.

*P.O. Box 5005, #17
Rancho Santa Fe, CA 92067*

January 20, 2016

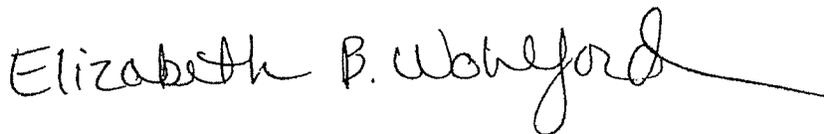
Mayor and City Council
201 North Broadway
Escondido, CA 92025

Subject: Scope of Work—661 Bear Valley Parkway Residential Project—Environmental Impact Report dated January 7, 2016

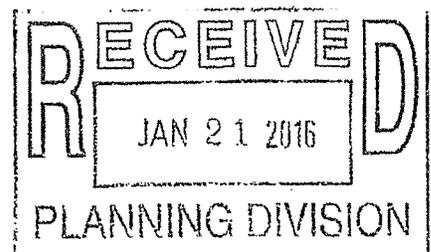
Honorable Mayor and Council Members:

The above noted proposal from Harris & Associates has been reviewed, discussed with City staff and found to be acceptable to the owners of the property at 661 Bear Valley Parkway. We support the Council's approval of the proposal as recommended by the City staff.

Very truly yours,



Elizabeth B. Wohlford
Secretary
Spieth & Wohlford, Inc.



RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH HARRIS & ASSOCIATES FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT ANALYZING IMPACTS OF THE PROPOSED RESIDENTIAL DEVELOPMENT AT 661 BEAR VALLEY PARKWAY

Case No.: ENV 15-0001, SUB 15-0002

WHEREAS, the applicant for the residential project at 661 Bear Valley Parkway is proposing a Tentative Subdivision Map; Rezone; Preliminary, Master, and Precise Development Plan; Grading Exemption; and Specific Alignment Plan; to develop 55 single-family residential lots, seven open space lots, one recreation lot, and two private street lots on a 40.62-acre property near the intersection of Bear Valley Parkway and Encino Drive; and

WHEREAS, on July 2, 2015, the applicant submitted a written request for the preparation of an Environmental Impact Report ("EIR") for the project, stating that the technical studies prepared for the project supported this approach to satisfying California Environmental Quality Act ("CEQA") requirements; and

WHEREAS, staff issued a Request for Qualifications seeking qualified consulting firms to prepare the EIR and received proposals from four qualified consultants; and

WHEREAS, Harris & Associates was deemed the most qualified consulting firm to prepare the EIR; and

WHEREAS, the Director of Community Development recommends the execution

of a Consulting Agreement (“Agreement”) with Harris & Associates to complete the EIR, in accordance with the Scope of Work identified as Attachment “A” to the Agreement; and

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Community Development.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Harris & Associates in the amount of \$129,060 for the EIR. A copy of the Agreement is attached as Exhibit “A” and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this 3rd day of February, 2016.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Ann Dolmage, Associate Planner
760-4548
("CITY")

And: Harris & Associates
750 B Street, Suite 1800
San Diego, CA 92101
Attn: Diane Sandman, AICP
(619) 236-1778 ext. 2526
("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 prepare an Environmental Impact Report (EIR) for the residential project at 661 Bear Valley Parkway; 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 \$129,060. 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: _____

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.



Scope of Work
661 Bear Valley Parkway Residential Project
Environmental Impact Report
January 20, 2016

Scope of Work

Harris & Associates (Harris) will carry out the following scope of work in support of the Environmental Impact Report (EIR) for the 661 Bear Valley Parkway Residential Project.

Task 1. Kickoff meeting

The Harris management team will attend one project kickoff meeting with representatives from the City of Escondido (City) and the applicant. In preparation for the meeting, Harris will prepare an agenda and updated project schedule based on the notice to proceed date. The purpose of the kickoff meeting will be to collect relevant project information; clearly define the proposed project for the purposes of the environmental analysis; begin to compile a list of cumulative projects; discuss the project schedule and important assumptions for achieving the schedule; identify all anticipated discretionary actions; establish early communication among various project team members, as well as the protocols for ongoing communication; and familiarize the Harris project team with the issues and concerns that the City and the applicant determine to be important for analysis in the environmental document.

Task 2. EIR-Level Review of Applicant-Prepared Studies

Harris will conduct an EIR-level review of the applicant-prepared technical reports, which consist of the following:

- Acoustical Site Assessment (Investigative Science & Engineering, Inc.)
- Air Quality Conformity Assessment (Investigative Science & Engineering, Inc.)
- Arborist Report (Dudek)
- Biological Resources Technical Report (Dudek)
- Drainage Study (Hunsaker & Associates)
- Fire Protection Plan (Dudek)
- Geotechnical Investigation (Vinje & Middleton Engineering, Inc.)
- Geotechnical Update Report ((Vinje & Middleton Engineering, Inc.)
- Greenhouse Gas Emissions Assessment (Investigative Science & Engineering, Inc.)
- Limited Phase II Environmental Site Assessment (Vinje & Middleton Engineering, Inc.)
- Phase I Environmental Site Assessment (Vinje & Middleton Engineering, Inc.)
- Preliminary Water System Analysis (Dexter Wilson Engineering, Inc.)
- Report of Soil Removal Action (Vinje & Middleton Engineering, Inc.)
- Traffic Impact Analysis (Linscott Law & Greenspan Engineers)
- Water Quality Technical Report (Hunsaker & Associates)

Harris will review each report for project description accuracy, discrepancies in data, and adequate analysis of all applicable Appendix G issues. Harris will prepare a memorandum for each report that lists our questions and comments on the report. Applicant-prepared technical



reports will be considered usable for analysis following receipt of the revised report in response to the Harris memorandum.

Task 3. Notice of Preparation/Initial Study

Harris will prepare the EIR Notice of Preparation (NOP) and accompanying Initial Study and submit a copy to the City for review. Harris will prepare an Initial Study consistent with Appendix G of the California Environmental Quality Act (CEQA) Guidelines that incorporates information from the applicant-prepared technical reports and available secondary information including the City's General Plan to identify issues that would result in a less than significant impact and would not require a stand-alone section in the EIR. It is anticipated the following environmental issues will be eliminated from further analysis in the EIR:

- Air Quality
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities

The analysis of environmental topics to be eliminated from further analysis in the EIR will include a summary of existing conditions, applicable regulations, and/or project characteristics that support the less-than-significant conclusion. Topics that will be evaluated further in the EIR will include a brief summary of the potential impact and a statement that the topic will be analyzed in detail in the EIR.

Based on comments received from City staff, Harris will prepare one set of revisions to the draft NOP and Initial Study. An electronic version of the final NOP and Initial Study will be provided to the City. Harris will submit the NOP and Initial Study to the State Clearinghouse. It is assumed that the City will be responsible for publication and distribution of the NOP to interested agencies, organizations and individuals, including Responsible Agencies. Harris will assist the City in developing the distribution list for the NOP.

At the conclusion of the 30-day public review period of the NOP, Harris will prepare a table summarizing the comments received and include it in the appendix of the EIR, along with the NOP and NOP comment letters received by the City.

Task 4. Draft EIR

Harris will prepare the Draft EIR in full compliance with CEQA (Public Resources Code Section 21000 et seq.), CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and CEQA case law. The EIR will examine all phases of the project including construction and operation. Harris will subcontract with ASM Affiliates, Inc. (ASM) to prepare a Cultural Resources Survey Report, which will serve as the basis for preparation of the Cultural Resources EIR section. The remaining EIR Sections are anticipated to be addressed based on existing available public data and technical reports prepared by the applicant, and are not expected to require preparation of a technical report. The technical reports will be included as appendices to the EIR. Where possible, the Project EIR will also tier from the existing Escondido General Plan Update Program



EIR by using applicable analysis and mitigation provided in this document. However, due to the programmatic nature of the Program EIR, Harris will need to prepare stand-alone project-specific analyses to adequately evaluate the proposed project's impacts in accordance with CEQA. The following provides a scope of work to prepare the major components of the Draft EIR.

Executive Summary

The Executive Summary will contain all of the elements required in CEQA Guidelines Section 15123, including a brief description of the project and the project alternatives evaluated in the EIR. It will also discuss the areas of controversy known to the lead agency and issues to be resolved by the decision-making body, including how to mitigate the significant effects of the proposed project and the option to select a project alternative. This section will include three tables. The first table will provide a summary of the project's direct impacts and the second will provide a summary of the project's cumulative impacts. These summary tables will include level of significance before mitigation, mitigation measures, and level of significance after mitigation. The third table will consist of a matrix identifying the comparative impacts of the project alternatives.

Introduction

Harris will prepare an Introduction to the EIR, describing the background of the 661 Bear Valley Parkway Residential Project, including a description of existing and past use of the site; environmental approval process and timing; and organization of the EIR. Background information pertaining to the project will be based on the information provided by the applicant and the City.

Project Description

The Project Description section will be prepared to comply with all the requirements of CEQA Guidelines Section 15124 and will include a discussion of the project's location and boundaries; objectives; primary features including proposed land uses, on-site utilities and infrastructure, on-site circulation network, and off-site improvements; general aspects of project construction and operation; and features proposed as part of the project that would reduce or eliminate potential environmental impacts. The project description, including graphic materials, will be based solely on information provided by City staff and the applicant. The project objectives will be developed in consultation with City staff and the project applicant. These objectives are a key element of the project description because they set the parameters for developing the project alternatives. Accompanying the project description will be a complete list of all responsible and trustee agencies and necessary discretionary actions, including permits, characterized by agency. Harris will review the project information provided by City staff and the project applicant and identify any inconsistencies between the project application materials as part of preparing the project description. Should the project description change during the course of preparing the EIR, an amendment to the EIR scope of work and an adjustment to the project schedule may be required.

Environmental Setting, Impacts, and Mitigation

The following environmental topic areas will be analyzed in detail in the EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Biological Resources
- Cultural Resources
- Energy



- Geology and Soils
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Transportation and Traffic

Each environmental topic addressed in this chapter of the EIR will be subdivided into the following subsections:

1. **Introduction.** Description of background information specific to each environmental topic area.
2. **Existing Conditions.** Description of existing conditions of the project site, specific to each environmental topic area.
3. **Regulatory Framework.** Applicable regulations promulgated by federal, state, regional, and local agencies that apply to the specific environmental topic area.
4. **Thresholds of Significance.** Methodology for impact analysis and thresholds of significance based on City standards and Appendix G of the CEQA Guidelines.
5. **Impacts.** Potential direct and indirect and cumulative impacts of the proposed project.
6. **Mitigation Measures.** Measures necessary to reduce the project's significant impacts, and the secondary impacts of such mitigation measures, if applicable.
7. **Cumulative Impacts.** Analysis of the proposed project as well as related past, present, and probable future projects that would contribute to the degradation of the environment in each topic area. The following four questions specific to each of the EIR environmental topics will be addressed in the analysis:
 - What is the geographic context of the analysis?
 - Does a significant cumulative impact exist?
 - If so, what is the project's contribution before implementation of project-level mitigation measures?
 - What is the project's contribution after implementation of project-level mitigation measures?

The scope of work for each environmental topic below includes the analysis of impacts based on the significance thresholds identified either by the City or provided in Appendix G to the CEQA Guidelines, Environmental Checklist Form.

Aesthetics

Harris will prepare the aesthetics analysis for the EIR. Tasks are as follows:

1. Conduct a site visit to document, through photographs and text, the existing commercial visual character of the project site. Information on the visual characteristics of the project site and surrounding area will be summarized from the Escondido General Plan Program EIR and updated as appropriate.
2. Describe the prominent scenic resources in the vicinity of the project site. Provide photographs of up to four key viewpoints in the vicinity of the project site.



3. Review and describe the existing policies that guide the design of future development on the project site including, but not limited to, the City of Escondido General Plan.
4. Evaluate the project's potential to result in:
 - a. Impacts associated with project development, including substantial adverse effects to scenic resources as defined in the General Plan Resource Conservation Element. The project's consistency with Resource Conservation Element Visual Resources policies will be addressed.
 - b. Changes to scenic vistas from public view points, particularly views for motorists along Bear Valley Parkway.
 - c. Substantial degradation of the existing visual character of the site and its surroundings. The analysis will focus on the project's consistency with the Land Use and Community Form Element Community Character policies.
 - d. Creation of new sources of substantial light and glare, including compliance with the City's Outdoor Lighting Ordinance.
5. Develop mitigation measures and strategies to address any identified significant impacts, such as lighting requirements, taking take into account the City's design review process.

Visual Simulations

A Harris registered architect will prepare up to three visual simulations of key views of the proposed project. The visual simulations will be based on site plans, design graphics, and descriptions of the visual elements of the project provided by the applicant. The visual simulations will include a "before" photo from the site visit and an "after" graphic that displays the developed project on the photograph. The simulations of the project will show key architectural elements and project scale, but will not be photorealistic.

Agriculture and Forestry Resources

Harris will prepare the agriculture and forestry resources analysis for the EIR. Tasks are as follows:

1. Review U.S. Department of Agriculture (USDA) and California Department of Forestry and Fire Protection maps to identify existing resources on the project site.
2. Utilize the California Department of Conservation Land Evaluation and Site Assessment (LESA) methodology and information provided in the geotechnical evaluations to evaluate the site for agricultural suitability based on soil resource quality, water resource availability, and surrounding agricultural use.
3. Review and describe the existing policies that guide the future agricultural use in Escondido including, but not limited to, the City of Escondido General Plan.
4. Incorporate the results of the map review and LESA to evaluate the project's potential to result in:
 - a. Conversion or loss of farmland or forest land to non-agricultural or non-forestry use.
 - b. Conflict with existing agricultural zoning or Williamson Act contracts.



- c. Changes to the existing environment which could result in the conversion of farmland or forest land to non-agricultural or non-forestry use.
5. Develop mitigation measures and strategies to address any identified significant impacts, such as.

Biological Resources

Harris will prepare the biological resources analysis for the EIR based on the Biological Resources Technical Report (BTR) provided by the applicant. Tasks are as follows:

1. Summarize the information in the BTR to describe the biological resources that currently exist on the site and their protection status, if applicable. Sensitive species, habitats, riparian resources, and wildlife movement corridors will be discussed.
2. Summarize applicable regulations that pertain to biological resources.
3. Based on the analysis in the BTR, determine if the project would:
 - a. Have a substantial adverse effect on any candidate, sensitive, or special status species.
 - b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community.
 - c. Have a substantial adverse effect on federally protected wetlands.
 - d. Interfere substantially with wildlife movement or wildlife nursery sites.
 - e. Conflict with any local policies or ordinances protecting biological resources or an adopted habitat conservation plan.
4. Incorporate the mitigation measures identified in the BTR to reduce project impacts.

Cultural Resources

Harris will prepare the cultural resources section of the EIR based primarily on the Cultural Resources Survey Report to be prepared by ASM. ASM's tasks are as follows:

Cultural Resources Survey Report

1. Conduct background research including a records search, literature review, and Native American Heritage Commission (NAHC) Sacred Lands Files (SLF) search. This task will include conducting a detailed records search with the South Coastal Information Center (SCIC) at San Diego State University to determine the number and type of historical resources that have been previously recorded within a one-mile radius of the project site boundary. For the purposes of this proposal, it is assumed that the Area of Potential Effects (APE) is equal to the footprint of the proposed project (approximately 41 acres). Previous research in and/or within a one-mile radius of the APE will be reviewed. Data pertaining to this review will be sought during the records search.
2. Request a search of the SLF held at the NAHC. This search will identify whether or not any of the tribes have registered sacred areas with the NAHC. The NAHC will respond with a list



of Native American contacts who have expressed interest in the general area of the project. This information will be made available to the City if requested. ASM will not conduct any consultation, or assist with consultation for this project, although this task may be authorized under a contract amendment.

3. Conduct a one-day pedestrian field survey for the APE to determine the presence/absence of cultural resources that could potentially be impacted by the proposed project. The project's entire APE will be surveyed using linear transects spaced 15 meters apart. Deviations from this design will occur at the discretion of the Principal Investigator (PI) in response to vegetation or other obstructions on the project site. One Luiseño tribal monitor will accompany the survey team.
4. Perform an on-site intensive survey of the built environment (existing residence and ancillary structures) within the project area. During the site visit, ASM will photograph the exteriors and interiors (if possible), and take detailed field notes of any possible historic properties within the project area. ASM will conduct a title search for the property to confirm the chain of ownership for the property, and will conduct archival research necessary to confirm the buildings' date of construction and the general history of the property through building permits (if available), Assessor's Records (if available), historical society records, and newspaper searches. This research will also confirm if any individuals associated with the property are historically significant, and the extent of their association with this property. ASM will also conduct a reconnaissance survey of the immediate neighborhood and similar resources (agricultural complexes) in Escondido to identify comparable properties. ASM will then evaluate the building's significance within the context of community development and agriculture to both the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR) and the City of Escondido Local Register of Historic Places or as a Local Historical Landmark. ASM will also consider whether or not this building is eligible as a potential contributor to a historic district.
5. Map cultural resources and thoroughly document them on California Department of Parks and Recreation (DPR) 523-series forms. The site records will be subsequently submitted to the Southern California Information Center (SCIC) for assignment of permanent trinomial designators. Previously recorded sites will be relocated and their documentation updated with the SCIC. It is assumed that no more than the two historic resources will require preparation of site documentation. Aside from evaluating the structure on the property, should it be determined that additional sites require evaluation for CEQA or NHPA Section 106 compliance, a contract amendment will be requested.
6. Prepare a draft cultural resources survey report that summarizes the results of the record search, literature review, and field survey, and provides an assessment of potential eligibility of resources within the APE with regard to the NRHP, CRHR, and the City of Escondido Local Register of Historic Places or as a Local Historical Landmark, if applicable. The report will make recommendations for any additional work required for CEQA compliance, including site evaluation and/or construction monitoring, as appropriate. A map with any site locations within the boundaries of the APE, along with site records, shall be included in the final report as a



confidential appendix. Site locations and DPR forms for sites outside of the APE will not be provided as this would breach ASM's contract of confidentiality with the SCIC.

7. Prepare one set of revisions to the draft cultural resources survey report based on City and Harris comments.
8. Present the results of the above investigations in a Section 106 compliant cultural resources report for the U.S. Army Corp of Engineers (ACOE) to submit to the California State Historic Protection Office (SHPO). It is assumed that the ACOE will not require ASM to prepare Section 106 consultation letters. The report will also assess cultural resource eligibility under CEQA.

Cultural Resources EIR Section

1. Summarize the information provided in the cultural resources survey report related to the archaeological and historical setting of the site.
2. Review the information provided in the site-specific geotechnical investigations and General Plan Program EIR to evaluate the potential for paleontological resources to occur on the project site.
3. Summarize applicable regulations that pertain to cultural and paleontological resources.
4. Based on the analysis in the cultural resources survey report and the General Plan Program EIR, Harris will determine if the project would:
 - a. Result in a substantial adverse change in the significance of historical resource.
 - b. Result in a substantial adverse change in the significance of an archaeological resource.
 - c. Directly or indirect destroy a unique paleontological resource or unique geologic feature.
 - d. Disturb any human remain, including those interred outside of formal cemeteries.
5. Incorporate any mitigation measures identified in the cultural resource survey report, if applicable, to reduce project impacts. If necessary, identify mitigation measures to reduce potential paleontological resources impacts.

Energy

Harris will conduct the energy analysis based on Appendix F of the CEQA Guidelines. The tasks are as follows.

1. Utilize the results of the air quality and greenhouse gas technical reports modeling to quantify the proposed project's annual electricity and natural gas consumption.
2. Describe the environmental setting related to energy resources, including identification of energy supplies that will serve the project.



3. Prepare a list of regulations related to energy use on the project site, such as state Title 24 energy requirements and the City's Climate Action Plan.
4. Describe the energy consuming equipment and processes which will be used during construction and operation of the project. Any energy conservation features that are proposed as project features will be identified.
5. Conduct an impact analysis which addresses the project's effect on regional energy supply and resources, including peak energy demand; the degree to which the project complies with existing energy standards; and the project's projected transportation energy use requirements and use of efficient transportation alternatives. In accordance with Section II (F) of Appendix F, the project would be considered to have a significant energy impact if it would result in wasteful, inefficient, or unnecessary consumption of energy.
6. Identify any potentially significant impacts and develop and describe mitigation measures, as appropriate. Mitigation measures, if required, would be based on the recommended measures in CEQA Guidelines Appendix F.

Geology and Soils

Harris will prepare the geology and soils section of the EIR based on the Geotechnical Investigation and Geotechnical Update, Drainage Study, and Water Quality Technical Report provided by the applicant. The tasks are as follows.

1. Summarize the information in the geotechnical reports to describe the geotechnical setting of the site, including geological formations and potential for geotechnical related hazards, including ground shaking, landslides, expansive or unstable soils, and liquefaction. Incorporate relevant information from the Drainage Study and Water Quality Technical Report related to runoff.
2. Summarize applicable legislation that pertains to geology and soils.
3. Based on the analysis in the geotechnical, drainage, and water quality reports, Harris will determine if the project would:
 - a. Expose people or structures to potential adverse effects from risks related to fault rupture, seismic ground shaking, seismic-related ground failure, liquefaction, or landslides.
 - b. Result in substantial soil erosion or topsoil loss.
 - c. Be located on unstable soil with the potential for landslides, lateral spreading, subsidence, liquefaction, collapse, or expansion.
4. Incorporate the recommendations in the geotechnical, drainage, and water quality reports as mitigation measures, as necessary, to reduce project impacts.

Hazards and Hazardous Materials

Harris will utilize the Phase I ESA, Limited Phase II ESA, and Fire Protection Plan provided by the applicant as the basis for the analysis of hazardous materials in the EIR. The tasks are as follows.



1. Summarize the information provided in the Phase I ESA, Limited Phase II ESA, and Fire Protection Plan reports as a section in the Draft EIR.
2. Conduct research with respect to the risk of upset, hazardous emissions, proximity to airports, and potential interference with emergency response plans, and include this information in the existing conditions section of the hazards/hazardous materials discussion.
3. Conduct an analysis to determine whether the project would:
 - a. Result in a hazardous materials impact either from contaminated soils (based on the Phase I ESA and Limited Phase II ESA) or through the risk of upset.
 - b. Result in hazardous emissions within 0.25 mile of an existing or proposed school.
 - c. Result in a conflict with a nearby airport.
 - d. Result in a conflict with implementation of an emergency response plan.
 - e. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires.
4. Incorporate recommendations from the Phase I ESA, Limited Phase II ESA, and Fire Protection Plan as mitigation measures as applicable to address any significant impacts.

Land Use and Planning

Harris will prepare the Land Use and Planning Section of the EIR based on information provided in the General Plan Program EIR and City's Zoning Code. The tasks are as follows.

1. Describe the existing land use setting for the project area including a description of on-site and surrounding uses, and existing zoning and General Plan designations.
2. Utilize the General Plan Program EIR to describe the applicable land use regulations and plans that apply to the project site, such as the City's General Plan and San Diego Association of Governments Plans such as the Regional Transportation Plan.
3. Conduct an impact analysis of proposed uses within the project area based on conformance with applicable plans. Address whether the project would:
 - a. Physically divide an established community.
 - b. Conflict with any applicable land use plan, policy or regulation.
 - c. Conflict with any applicable habitat conservation plan.

Impacts related to biological resources will refer to the Biological Resources EIR section and will be based on information in the applicant-provided BTR.

4. Identify mitigation measures and strategies to mitigate any potential impacts.



Noise

Harris will prepare the noise EIR section based on the acoustical assessment provided by the applicant. The tasks are as follows.

1. Summarize information from the acoustical assessment to provide a general description of the contributors to the existing local noise environment including transportation and operational sources.
2. List the relevant standards and policies in the City's General Plan Community Protection Element, including the exterior noise level standards listed in Figure VI-12, Land Use Noise Exposure Levels; Chapter 17, Article 12 of the City of Escondido Municipal Code, which identifies exterior/interior noise standards and restrictions; as well as any other policies identified in the acoustical assessment applicable to the specific project.
3. Summarize information from the acoustical assessment to address whether the project would:
 - a. Expose people to or generate noise levels in excess of the General Plan, Noise Ordinance, or other applicable standards.
 - b. Expose people to or generate excessive groundborne vibration or groundborne noise levels.
 - c. Result in a substantial permanent or temporary increase in ambient noise levels.
 - d. Expose people to excessive noise levels from a public or private airport.
4. Identify project-specific mitigation measures, if necessary, for any potential impacts.

Transportation and Traffic

Harris will prepare the Transportation and Traffic section of the EIR based on the applicant-provided traffic impact analysis. The tasks are as follows.

1. Describe the existing regional transportation and traffic conditions within the project area, including roadways and intersections that serve the project site.
2. Discuss the applicable regulatory framework, including relevant policies contained within the City's General Plan Mobility and Circulation Element and other relevant regulations.
3. Address the project's potential to:
 - a. Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.
 - b. Conflict with an applicable congestion management program, including but not limited to level-of-service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.



- c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.
 - d. Substantially increase hazards due to a design feature or incompatible uses, specifically line of sight at project entrances, as addressed in the traffic analysis.
 - e. Result in inadequate emergency access, based on the analysis of project access and internal circulation provided in the traffic analysis.
 - f. Conflict with applicable policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities, based on a review of the project compared to applicable General Plan Mobility and Infrastructure Element policies.
4. Identify mitigation measures and strategies from the traffic impact analysis to address any identified significant impacts.

Effects Found Not to be Significant

In accordance with CEQA Guidelines Section 15125, the EIR will contain a brief discussion of issues that were determined not to be significant in the Initial Study and therefore not discussed in detail in the EIR. Issues that are anticipated to be included in this section are Air Quality, Greenhouse Gas Emissions, Hydrology and Water Quality, Mineral Resources, Population and Housing, Public Services, Recreation, and Utilities. For each issue determined to be less than significant, this section will include a summary of the analysis provided in the Initial Study, and refer to the Initial Study for additional information.

Growth Inducement

In accordance with CEQA Guidelines Section 15126(d), this section of the EIR will identify the potential for the proposed project to induce growth by providing new residential units, and will be primarily based on the project's compliance with the City's General Plan. In addition, the EIR will address whether the proposed project will remove any known obstacles to growth in the region or involve the extension of utilities that would allow for growth to occur where there is currently a lack of utilities to serve development.

Unavoidable and Irreversible Significant Environmental Effects

In accordance with CEQA Guidelines Sections 15126(b) and 15126(c), this section will discuss uses of nonrenewable resources, long-term commitments of resources, and potential irreversible environmental damage that may result from the proposed project. Generally, the project would result in significant irreversible environmental changes if one of the following occurs:

- The primary and secondary impacts would generally commit future generations to similar uses.
- The project would involve a large commitment of nonrenewable resources.
- The project would involve uses in which irreversible damage would result from any potential environmental accidents associated with the project.
- The proposed consumption of resources is not justified (e.g., involves the wasteful use of energy).



Alternatives Analysis

Harris will prepare the alternatives analysis in accordance with CEQA Guidelines Section 15126.6 addressing the No Project Alternative and up to two additional alternatives to the proposed project, to be determined in consultation with City staff. As stated in Section 15126.6 of the CEQA Guidelines, an EIR shall describe a range of reasonable alternatives to the project, or the location of project, which would feasible attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. The EIR will provide sufficient information to allow meaningful evaluation of the alternatives compared to the proposed project.

Options for alternatives may include a reduced density alternative, consistency with existing zoning alternative or a reduced footprint alternative. Any graphics needed to support the alternatives discussion will be provided by the applicant. The project alternatives will be analyzed to determine potential impacts and to compare these to the proposed project impacts. CEQA does not require the alternatives analysis to be at the same level of detail as the proposed project, and therefore this information will be more general in nature. The summary of project alternative impacts will be illustrated in a matrix identifying the differences in impacts between the alternatives. In addition, as required by the CEQA Guidelines, the Environmentally Superior alternative will be identified. If this is determined to be the No Project alternative, the next environmentally superior alternative will be identified.

Task 4.1 Administrative Draft EIR

Harris will prepare two administrative draft EIRs (ADEIR) for the proposed project. It is assumed that all comments received on the first ADEIR from the City, as well as those from the project applicant, will be collated in no more than two EIR copies and submitted to Harris for review and incorporation into the EIR. Comments on the second ADEIR are anticipated to require minimal additional revisions and will be combined into no more than two EIR copies. After receipt and incorporation of comments on the second ADEIR, Harris will submit the Draft EIR electronically to the City for a print-check review before public review distribution. Harris will submit 5 paper copies and 5 CD copies of the first and second ADEIR.

Graphics

Harris will incorporate graphics into the EIR as necessary to define the project, specifically in the project description, and to convey geographical limits, such as a traffic study area map. In order to reduce costs, Harris will provide graphics that are 8.5 inches by 11 inches and in black and white where possible. High-quality color prints and larger 11 inch by 17 inch graphics will be included when necessary.

Draft EIR Publication and Distribution

The Draft EIR will undergo a 45-day public review period. Harris will produce 15 paper copies of the Draft EIR Executive Summary and 15 CDs of the Draft EIR and distribute them to the State Clearinghouse. Harris will also produce 15 paper copies and 15 CD copies in PDF format of the Draft EIR, which will be submitted to the City. Harris will also submit two paper copies of the Draft EIR appendices to the City. The City will be responsible for distribution of the Draft EIR to appropriate agencies, organizations, and individuals.

Task 4.2 Notice of Completion/Notice of Availability

Harris will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) per CEQA Guidelines Sections 15085 and 15087 and provide electronic copies to the City. The City will be



responsible for printing and distribution of the NOA to appropriate agencies, organizations, and individuals, including the County Clerk's office. Harris will distribute the NOC to the State Clearinghouse. The City will be responsible for the advertisement of the NOA in a newspaper of general circulation.

Task 5. Final EIR

Task 5.1 Responses to Comments

Harris will respond to up to 50 written comments (not comment letters) on the Draft EIR within the limits of a 32-hour professional time budget, excluding those where no response is required. This will entail reading and numbering all comments, as well as assigning comments to members of the Harris team and possibly to City staff. In addition, the effort to respond to these comments is not expected to require new fieldwork or substantial new analysis. The response to comments will be presented in side-by-side format, with a reduced version of the comment letter on the left side of the page and the responses on the right side of the page. This format allows the reader to easily correlate the responses to the various comments. Harris will submit an electronic copy of the draft response to comments document to the City for review and prepare one set of revisions based on City comments.

Task 5.2 Revisions or Clarifications to the Draft EIR

Harris will revise the text of the Draft EIR, as necessary, based on public review comments received. A summary of any changes or clarifications (errata) made to the Draft EIR that were incorporated into the Final EIR will be included in the Final EIR. Harris will submit the administrative final EIR electronically to the City for review and prepare one set of revisions based on City comments.

Task 5.3 Final EIR

Harris will produce 15 paper copies and 15 CD copies in PDF format of the Final EIR, all of which will be submitted to the City for distribution. Harris will also submit two paper copies of the Final EIR appendices to the City.

Task 6. Mitigation Monitoring and Reporting Program

Harris will prepare the Mitigation Monitoring and Reporting Program (MMRP) consistent with CEQA Guidelines Section 15097 based on the mitigation measures in the EIR. The MMRP will be prepared in tabular format and will identify the following: (1) mitigation measure; (2) monitoring effort; (3) time frames for implementing the mitigation and verifying that the mitigation has been implemented; (4) persons/agencies responsible for carrying out the mitigation and verification; and (5) dates when the mitigation and monitoring activities have been completed. The MMRP will be submitted electronically to City staff.

Task 7. CEQA Findings/Statement of Overriding Considerations

Harris will prepare the draft CEQA Findings and Statement of Overriding Considerations, if necessary, for the EIR and submit these documents to the City for review and comment, pursuant to the requirements of Sections 15091(a) and 15093 of the CEQA Guidelines, respectively. Harris will make one set of revisions to the draft Findings and Statement of Overriding Considerations



based on comments received from the City. The final Findings and Statement of Overriding Considerations will be submitted electronically to the City.

Task 8. Notice of Determination

Harris will prepare the Notice of Determination (NOD) and submit this document to the City. The City will be responsible for filing the NOD with the San Diego County Clerk's office and State Clearinghouse within five days of EIR certification and project approval.

Filing Fees

Filing fees are not included in the cost estimate for this proposal. It is assumed that the project applicant will pay all fees, including the fees for filing the NOP, NOA, and NOD with the County Clerk's office, and the fee required for California Department of Fish and Wildlife review, which is due upon filing the NOD.

Task 9. Meetings and Hearings

The Harris project manager will attend up to two meetings, in addition to the kickoff meeting, with the project applicant or City staff to facilitate the exchange of information and enhance coordination among team members. Harris will be responsible for producing agendas for these meetings.

The Harris project manager will attend up to two hearings on the proposed project. It is assumed that the City will prepare the presentation for each hearing and the Harris project manager will be available to answer questions on the EIR.

Task 10. Telephone Conferencing

Harris will hold biweekly conference calls with City staff and other key members of the project team to provide a forum to discuss project issues, schedule, and progress during the course of the EIR process. The calls will commence two weeks following the kickoff meeting and proceed until the beginning of the Draft EIR public review period, as deemed necessary by Harris and City staff. After the 45-day public review period, the biweekly conference calls will resume on an as-needed basis. A total of 12, one-hour conference calls are included in the scope of work. Harris will send out an agenda to all participants prior to each call. Following each call Harris will prepare and distribute an action item list in table format, identifying each action item, responsible individual, date due, and status.

Task 11. Project Management

Diane Sandman will be the project manager and will act as the principal point of contact for the project, and will be responsible for all aspects of EIR preparation, including management oversight and quality control. Sharon Toland will be the assistant project manager with responsibility for day-to-day activities associated with preparing and processing the EIR and related documents. Ms. Sandman, with Ms. Toland's assistance, will organize the project in terms of technical scope of work, budget, scheduling, and resource allocation; oversee its implementation; organize and oversee report preparation; and participate in client, and public meetings. The project manager will be responsible for completing the project on time and within the contracted budget, while ensuring that the product meets the City's expectations. The project manager will track the budget, schedule and scope of work to ensure efficient use of resources.



Quality Control

Quality products associated with the project EIR will be achieved through a quality control program that includes technical study and document reviews continuously throughout document preparation, and at key milestones in the document preparation. Throughout the preparation of the EIR, quality control will be achieved by various management techniques implemented by the project manager or assistant project manager. These techniques include a review of draft materials before production and frequent discussions with the task managers to assess the status of the project and maintain direct control over work priorities. Suggested revisions will be implemented to ensure the documents are legally defensible and CEQA compliant.

Budget Control

The project manager will be responsible for timely completion of the contract work within the confines of the assigned budget. Standard company fiscal controls and regular computerized fiscal reporting are designed to maximize the efficiency and accuracy of project budget management. The project manager has access to bi-monthly summaries by job and task, including information on the individuals who have charged to a task, the number of hours they have charged, the total dollar value of the labor charged against the task, non-labor charges, and the estimated remaining budget. Weekly summaries, which provide labor and non-labor charges by project and task for each billing period, are the basis for preparing monthly invoices. In the event that Harris has reason to believe that the tasks set forth in this Scope of Work cannot be performed within the time frames that are budgeted for said work, the project manager shall immediately notify the City.

Schedule Control

Harris agrees to complete the EIR for potential certification by the City within a time frame that achieves a schedule agreed upon by Harris, the City and the applicant at the project kick-off meeting. A draft schedule is provided as part of this scope of work, but is subject to change prior to project kick-off based on the date of the kick-off and availability of project information and technical reports. The project manager is responsible for assuring overall adherence to the project schedule. To accomplish this, internal milestones and deadlines for deliverables will be established with emphasis on maintaining the integrity of the critical path for achieving the specified project completion date. The City will be involved in this process and will have responsibility for meeting specific milestones. Where possible, milestones will be established such that minor changes will not impact the overall project schedule.

On a regular basis, the project manager will compare actual progress and milestone achievement to the project schedule. Significant deviations or problems in meeting the schedule will be identified and any necessary corrections or modifications will be made. All actual or potential conflicts with other project requirements will be resolved through discussions with the City and project team. The regular review of work completed versus schedule milestones will facilitate schedule management.



Cost

The total cost for the above-described scope of work is \$129,060. Harris proposes to complete each task on a time and materials basis. Changes to the scope of work or assumptions used in this proposal may result in changes to individual task costs. Harris and its subconsultant, ASM, will not exceed the estimated cost without prior written authorization by the City, and will immediately inform the City of any project changes that may impact the estimated cost.

Task	Cost
Kickoff Meeting	\$1,205
EIR-Level Review of Applicant-Prepared Studies.....	\$9,170
Initial Study	\$7,720
Notice of Preparation	\$2,560
Cultural Resources Survey Report (ASM)	\$15,150
Visual Simulations.....	\$7,500
First Administrative Draft EIR.....	\$32,190
Second Administrative Draft EIR.....	\$10,660
Public Review Draft EIR.....	\$5,650
Notice of Availability/Notice of Completion	\$780
Responses to Comments.....	\$5,680
Final EIR.....	\$3,960
Mitigation Monitoring and Reporting Program	\$1,485
Findings/Statement of Overriding Considerations	\$3,000
Notice of Determination.....	\$390
Meetings, Hearings and Teleconferences	
EIR Meetings (2)	\$1,560
Teleconferences (12).....	\$4,200
Public Hearings (2).....	\$2,340
Project Management/Coordination	\$6,540
EIR Printing.....	\$6,320
Reimbursable Expenses	\$1,000
Total	\$129,060

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Budget Adjustment for Professional Services Fees Associated with Studying and Planning Efforts for Post-Redevelopment Financing Tool

RECOMMENDATION:

It is requested that the City Council approve the attached budget adjustment that recommends using the proceeds from the recent sale of City surplus General Fund property at 418 East 2nd Avenue to increase the City Manager's Office professional services budget by \$118,900 to study a post-redevelopment financing tool.

FISCAL ANALYSIS:

A budget of \$118,900 would be created for the City Manager's Office to expend on professional services to study either an Enhanced Infrastructure Financing District (EIFD) or a Community Revitalization and Investment Authorities (CRIAs). Such expenses would be offset by the recent sale of City surplus General Fund property at 418 East 2nd Avenue.

BACKGROUND:

The City of Escondido's former redevelopment agency, which was established by ordinance in 1984, was formally dissolved by State Assembly Bill ABx1 26 (the "Dissolution Act") on February 1, 2012; later codified in the Health & Safety Code. This legislation dissolved redevelopment in California and challenged City staff to find new means of financing revitalization of aging infrastructure, developing vacant or abandoned lots, and funding infill development to boost smart growth in the City's core downtown. In response, through public/private partnering, the City of Escondido has been working with developers who are buying surplus City properties and repurposing them to meet the City Council's objectives for job creation, development of high-end housing stock and developing urban transit and pedestrian-oriented projects.

While public/private endeavors are an effective tool to attain economic development objectives, they may not be sufficient to keep up with the needs of aging neighborhoods, aging infrastructure and the growing needs of the City. Through strong lobbying efforts and collaboration among government agencies impacted by redevelopment dissolution, the State has recognized that with the loss of redevelopment, a significant void was created. The effect was crippling to local government's ability to

fund major redevelopment projects, with the exception of affordable housing projects, which were left mostly intact. In response, the Legislature adopted legislations to provide for Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization & Investment Authorities (CRIAs). These tools are available to fill the void that redevelopment dissolution has left in its wake.

Benefits and Formation of an Enhanced Infrastructure Financing District (EIFD)

EIFD funds may be used to address all infrastructure needs (except schools), create economic development, and tackle brownfield restoration or other environmental mitigation projects. The public capital facilities or projects of community wide significance need not be within a district so long as the project has a tangible connection to the work of the district. An EIFD may be single or multijurisdictional, depending on the size of the district and the public goals and needs.

No voter approval is required to establish an EIFD and a district has broad authority to capture net available revenue. The legislation provides that tax increment financing for an EIFD may be available for public capital facilities or other projects of community significance. Further, the EIFD may be used to issue bonds with a 45 year life span from the date of bond issuance.

Formation of an EIFD is complex and requires specialized expertise. Presently several cities in California have begun hiring professional consulting firms to assist with EIFD formation. Specific tasks for the consultant would likely involve two phases: 1) Preliminary Feasibility Analysis; and 2) Determination of district boundaries and preparation of the Infrastructure Financing Plan.

During the Preliminary Feasibility Analysis, the consultant would prepare a cash flow analysis for various alternative EIFD boundaries, using varying assumptions of land uses, new development and bonding capacity. The firm will draw conclusions related to EIFD funding capacity in relation to the cost and timing of the targeted public facilities and improvements to be constructed.

Phase Two would involve a professional opinion on whether to form a single district or multiple EIFD districts; preparation of the Infrastructure Financing Plan; and the preparation of the Fiscal Impact Analysis.

Community Revitalization and Investment Authorities (CRIAs)

An alternative tool currently available to local governments for financing and implementing economic development is the Community Revitalization and Investment Authorities legislation, enacted by Assembly Bill 2, signed on September 22, 2015. Similar to EIFDs, CRIAs are authorized to issue bonds backed by tax increment funds. Unlike the EIFD, the area(s) subject to the CRIA plan must meet strict criteria establishing the area as blighted. CRIAs possess the power of eminent domain. As a safeguard against abuse of powers, the state requires regular reviews/audits and have included

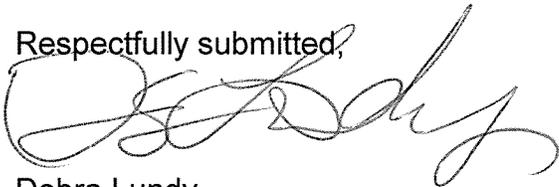
a provision that at the 10-year mark, voters can initiate a proceeding to divest the CRIA of its authority to implement the plan.

Creation of a CRIA also requires an analysis similar to that of an EIFD.

Conclusion

A qualified consultant is needed to assist the City in analyzing the economic feasibility of forming an EIFD and/or a CRIA. Staff recommends the City Council approve the requested Budget Adjustment to use the recent sales proceeds from the unsolicited sale of surplus City property at 418 East 2nd Avenue, in the amount of \$118,900, in order to retain a professional consultant to advise staff on the formation of an EIFD and/or CRIA. The result of the consultant's report will be brought to the City Council for direction upon completion.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Debra Lundy', written in black ink.

Debra Lundy
Real Property Manager



CITY OF ESCONDIDO

JAN 19 2016

BUDGET ADJUSTMENT REQUEST

ACCOUNTS PAYABLE

Date of Request: January 14, 2016

Department: City Manager's Office

Division: Real Property

Project/Budget Manager: Debbie Lundy 4034
 Name Extension

Council Date (if applicable): February 3, 2016
 (attach copy of staff report)

For Finance Use Only	
Log #	<u>BA02-01</u>
Fiscal Year	<u>2016</u>
<input type="checkbox"/>	Budget Balances
<input type="checkbox"/>	General Fund Accts
<input type="checkbox"/>	Revenue
<input type="checkbox"/>	Interfund Transfers
<input type="checkbox"/>	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Professional Services	5131-001-002	\$118,900..	
Sale of City Property	4901-001	\$118,900	

Explanation of Request:

Increase the General Fund City Manager's Professional Services budget by \$118,900 for hiring a consultant to assist with studying and planning an Enhanced Infrastructure Financing District. The funds will be offset by the recent unsolicited sale of City General Fund property 418 W. 2nd Avenue to Talking Bibles International. The sales proceeds after closing costs were \$118,900

APPROVALS

Joye Masterson 1/14/16
 Department Head Date

Jodi 1/19/16
 Finance Date

[Signature] 1-19-16
 City Manager Date

 City Clerk Date

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Second Amendment to Lease Agreement with Escondido Federal Credit Union at 201 North Broadway and East Valley Community Center

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-19, authorizing the Real Property Manager and the City Clerk to execute a Second Amendment to Lease Agreement with the Escondido Federal Credit Union for office and bank space within City Hall, at 201 North Broadway and an ATM kiosk located within the parking lot of the East Valley Community Center.

FISCAL ANALYSIS:

Rental revenue in the amount of \$3,278 per month will be deposited into the General Reserve Fund.

PREVIOUS ACTION:

On October 27, 2010, the City Council adopted Resolution No. 2010-161, authorizing the existing lease agreement with the Escondido Federal Credit Union, which was extended to January 3, 2016, via a First Amendment to Lease Agreement, approved by Resolution 2014-11 on February 12, 2014.

BACKGROUND:

The City and Escondido Federal Credit Union entered into a Lease Agreement dated January 4, 2011 ("Original Agreement"), for the lease of a 2,200 square foot portion of the second floor of City Hall at 201 North Broadway, Escondido, California 92025, for the purpose of operating a non-profit financial institution. The term of the original agreement was through January 3, 2014, and contains two options to extend the lease term an additional two years each.

The First Amendment, dated February 19, 2014, expanded the leased premises by including 746 additional square feet of space on the first floor of City Hall at 201 North Broadway, as well as an ATM kiosk in the parking lot of the East Valley Community Center. Additionally, the First Amendment extended the lease term to January 3, 2016.

2nd Amendment to Lease Agreement-EFCU
FEBRUARY 3, 2016
Page 02

The parties now desire to enter into a Second Amendment to Lease Agreement to exercise the second and final option extending the term of the lease for another two years, through January 4, 2018. All other terms and conditions of the Original Agreement and First Amendment will remain in full force and effect.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Debra Lundy', written over a faint rectangular stamp area.

Debra Lundy
Real Property Manager

RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO FEDERAL CREDIT UNION

WHEREAS, the City of Escondido (“Lessor”) and Escondido Federal Credit Union (“Lessee”) entered into a lease agreement dated January 4, 2011, for the operation of a non profit financial institution (“Original Lease”); and

WHEREAS, the Original Lease expired on January 3, 2014, but contained provisions for two additional two-year term extensions; and

WHEREAS, Lessee exercised and Lessor granted the first option to extend the lease via a First Amendment to Lease, dated February 19, 2014, which expired on January 3, 2016; and

WHEREAS, Lessee desires to exercise and Lessor desires to grant the second and final option to extend the lease for another two year term to January 3, 2018; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve of the Second Amendment to Lease Agreement.

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 Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Second Amendment to Lease Agreement with Escondido Federal Credit Union, which is attached hereto as Exhibit "1" and incorporated by this reference.

SECOND AMENDMENT TO LEASE AGREEMENT

(201 North Broadway/East Valley Community Center Parking Lot)

This SECOND AMENDMENT TO LEASE AGREEMENT is made as of this _____ day of _____, 2016.

Between: City of Escondido,
201 North Broadway
Escondido, California 92025
("City")

And: Escondido Federal Credit Union
P.O. Box 1957
Escondido, CA 92033
("Lessor")

WITNESSES THAT WHEREAS:

- A. City and Lessor entered into a Lease Agreement dated January 4, 2011, ("ORIGINAL AGREEMENT") for the lease of office space at City Hall, located at 201 North Broadway and an ATM kiosk located in the parking lot of the East Valley Community Center, Escondido, California ("Premises"); and
- B. The term of the ORIGINAL AGREEMENT was January 3, 2014 and contained two options to extend the lease term for an additional two years each.
- C. The First Amendment to Lease Agreement, dated February 19, 2014 ("FIRST AMENDMENT"), expanded the area of the leased premises and extended the lease term to January 3, 2016; and
- D. Lessee desires to exercise and Lessor desires to grant the second and final 2-year option to extend the lease term to January 3, 2018.

NOW THEREFORE, it is mutually agreed by and between City and Lessor as follows:

- 1. The term of the lease as specified in Section 3 of the ORIGINAL AGREEMENT shall be extended to **January 3, 2018**.
- 2. All other terms and conditions of the ORIGINAL AGREEMENT shall remain in full force and effect.

3. This SECOND AMENDMENT, the FIRST AMENDMENT and the ORIGINAL AGREEMENT, together with their respective attachments, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.

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

City of Escondido (LESSOR)

Date: _____

Debra Lundy
Real Property Manager

Date: _____

Diane Halverson
City Clerk

ESCONDIDO FEDERAL CREDIT UNION (LESSEE)

Date: _____

(Print Name/Title)

Date: _____

(Print Name/Title)

Approved as to Form:

Office of the City Attorney
JEFFREY R. EPP, City Attorney

By: _____
Deputy City Attorney

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with John and Ann O'Flynn, dba Lake Wohlford Resort at the Six-Acre Portion of APN 190-110-17, Lake Wohlford Road, County of San Diego

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-20, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Lake Wohlford Resort for the six-acre portion of APN 190-110-17, located on Lake Wohlford Road in the County of San Diego.

FISCAL ANALYSIS:

Rental revenue in the amount of \$874.18 per month will be deposited into the Water Enterprise Fund, with a 3 percent increase applied annually for the term of the lease. The Lessee assumes all costs of maintenance.

PREVIOUS ACTION:

On April 14, 2010, the City Council adopted Resolution No. 2010-21, authorizing the existing lease agreement with Lake Wohlford Resort, which was extended to January 31, 2016, via a First Amendment to Lease Agreement, approved by Resolution 2013-12 on February 13, 2013.

BACKGROUND:

The City of Escondido acquired the subject property in 1987 from the Escondido Mutual Water Company and inherited a lease for an airstrip operation, which was later assigned to the current tenant, Lake Wohlford Resort. The lease has been renewed several times since then. The current lease will expire on January 31, 2016, and contains no further options to extend. The Lessee has requested to continue leasing the property under the proposed new lease agreement for an additional three year term, with options.

The fair market rent was evaluated in an appraisal report prepared in 2009, which established the fair market rent to be \$800 per month based on the income approach, which has increased to \$848.72 per month due to annual rent increases. The present lease proposes a rent of \$874.18 per month, plus an annual 3 percent increase thereafter.

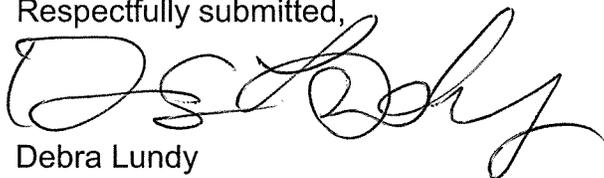
LEASE AGREEMENT- LAKE WOHLFORD RESORT

FEBRUARY 3, 2016

Page 02

Due to its unique character and the fact that it is a small portion of a larger 155 acre parcel, the highest and best use of the land is continued use as an investment property to be leased commercially for an ongoing revenue stream.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Debra Lundy', written in a cursive style.

Debra Lundy
Real Property Manager

RESOLUTION NO. 2016-20

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REAL PROPERTY
MANAGER AND CITY CLERK TO EXECUTE,
ON BEHALF OF THE CITY, A LEASE
AGREEMENT FOR A SIX-ACRE PORTION
OF LAND AT THE LAKE WOHLFORD
AIRSTRIP IN THE COUNTY OF SAN DIEGO

(Portion of APN 190-110-17 - O'Flynn)

WHEREAS, certain real property, a portion of the Lake Wohlford Airstrip is presently leased to John and Ann O'Flynn, DBA Lake Wohlford Resort; and

WHEREAS, it is in the City's best interests to continue to lease the airstrip until it may be needed for another purpose; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement ("Agreement") with John and Ann O'Flynn, DBA Lake Wohlford Resort.

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 Real Property Manager and City Clerk are authorized to execute an Agreement, on behalf of the City, in substantially the form attached to this resolution as Exhibit "A" and incorporated by this reference, and subject to final approval as to form by the City Attorney.



LAKE WOHLFORD AIRSTRIP LEASE AGREEMENT

Term: Three Years

Premises: Lake Wohlford Airstrip, Lake Wohlford Road, 6-Acre Portion of APN: 190-111-17

Date: February 1, 2016

Lease Agreement between the City of Escondido and John & Ann O'Flynn, dba Lake Wohlford Resort for use of a 6-Acre portion of City property with Assessor's Parcel Number 190-111-17, Lake Wohlford Road, County of San Diego for specific purposes as set forth below.



TABLE OF CONTENTS

SECTION 1 DEFINITION OF TERMS.....1

SECTION 2 ADMINISTRATION.....1

SECTION 3 TERM1

SECTION 4 TERMINATION OF LEASE.....2

SECTION 5 OPTIONS TO RENEW2

SECTION 6 VACATION OF PREMISES.....2

SECTION 7 RENT.....2

SECTION 8 SECURITY DEPOSIT.....3

SECTION 9 LATE PAYMENT.....3

SECTION 10 UTILITIES PAYMENTS3

SECTION 11 TAXES, ASSESSMENTS AND FEES.....3

SECTION 12 ACCEPTANCE AND MAINTENANCE.....3

SECTION 13 ALTERATIONS4

SECTION 14 USE4

SECTION 15 OCCUPANCY, ASSIGNMENT AND SUBLETTING.....4

SECTION 16 CONDUCT4

SECTION 17 PETS.....5

SECTION 18 NOTICES.....5

SECTION 19 RIGHT OF INSPECTION5

SECTION 20 INSURANCE.....5

SECTION 21 INDEMNIFICATION.....7

SECTION 22 ATTORNEY’S FEES, COSTS AND EXPENSES.....7

SECTION 23 NON-DISCRIMINATION7

SECTION 24 SUPERSEDURE7

SECTION 25 HAZARDOUS AND/OR CONTAMINATED SOIL AND MATERIAL7

SECTION 26 LAW TO GOVERN; VENUE8

SECTION 27 SPECIAL PROVISIONS8

SECTION 28 AMERICANS WITH DISABILITIES ACT..... ERROR! BOOKMARK NOT DEFINED.

SECTION 29 AMENDMENT8

SECTION 30 WAIVER8



CITY OF ESCONDIDO LEASE AGREEMENT

This Lease Agreement is made as of _____ 2016 between the City and John & Ann O'Flynn, dba Lake Wohlford Resort.

Section 1 Definition of Terms

The following words in this Lease Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

City. The City means the City of Escondido, a California general law City.

Lease. Lease means this Lease Agreement.

Lease Administrator. The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.

Lessee. Lessee means John & Ann O'Flynn, dba Lake Wohlford Resort, and does not include its heirs, assigns, or successors-in-interest.

Premises. Premises means the 6-acre portion of Assessor's Parcel Number 190-111-07, commonly known as the Lake Wohlford Airstrip, located on Lake Wohlford Road, County of San Diego.

Section 2 Administration

This Lease will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido
Attn: Real Property Manager
201 North Broadway
Escondido, CA 92025

and on behalf of Lessee by John & Ann O'Flynn, whose address is:

Lake Wohlford Resort
Attn: John O'Flynn
67 Balboa Coves
Newport Beach, CA 92663

Section 3 Term

3.1 The term of this Lease shall be three (3) years, commencing on February 1, 2016.



3.2 Hold Over. The occupancy of the Premises by Lessee, after the expiration of the Term shall be construed as a month to month tenancy, and all other terms and conditions of this Lease Agreement shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving thirty (30) days prior notice to Lessee.

Section 4 Termination of Lease

4.1 Each party shall have the right to terminate this Lease at any time, at their sole discretion, by providing the other party with 90 days written notice.

4.2 Default. If the City discovers at any time during the Lease Term that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

Section 5 Options to Renew

At the end of the Lease term, this Lease may be renewed for 2 additional one year periods, upon mutual written agreement by the City and Lessee.

Section 6 Vacation of Premises

Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to City in the same condition as Lessee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.

Upon such termination, Lessee shall immediately:

- A. Arrange and pay for the disconnection of all utilities and services ordered by Lessee;
- B. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
- C. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 7 Rent

7.1 Base Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City \$874.18 on or prior to the first day of each month.

7.2 Rent Adjustment. The base rental rate shall increase 3% annually on the first of February.



7.3 Hold Over Rental Rate. The rent payments for any Hold Over will be equal to the previous year's Rental Rate plus ten percent (10%).

Section 8 Security Deposit

Not applicable to this lease.

Section 9 Late Payment

Rent payments received after the 5th day of any month will be charged an additional 20% late payment fee.

Section 10 Utilities Payments

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services.

Section 11 Taxes, Assessments and Fees

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.

Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

Section 12 Acceptance and Maintenance

Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises. Pursuant to the noticing requirements of California Civil Code Section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist.

Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under California Civil Code Sections 1941 and 1942.

In the event Lessee fails to properly maintain the premises as required by City, City may notify Lessee in writing of said failure. In the event Lessee fails to perform said maintenance within thirty (30) days after such notice by City, City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to City within ten (10) days from receipt by Lessee of an invoice from City.

Section 13 Alterations

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits.

Any tenant improvements, and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

Lessor or its representatives shall have the right to go upon and inspect the Demised Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility, or such other notices which the Lessor may deem to be proper for the protection of the Lessor's interest in the Demised Premises.

Section 14 Use

Lessee agrees to use the Premises for operating and maintaining an air strip and renting airplane hangars located thereon for storage of renters' personal property, in accordance with the provisions and requirements contained in any permits required by the City of Escondido. Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

Section 15 Occupancy, Assignment and Subletting

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign or sublease any interest in this Lease to any other party, at any time, including a transferee of a controlling interest in Lessee without written consent from the Lease Administrator.

Section 16 Conduct

Lessee and guests of Lessee shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of Lessee.

Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

Noncompliance by Lessee with any provision of this Section shall allow the Lease Administrator to terminate this Lease.

Section 17 Pets

No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.

Section 18 Notices

Any notice required or permitted to be given by this Lease must either be personally served on the other party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above. A change of either party's address must also be immediately served in the manner described above.

Section 19 Right of Inspection

City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

Section 20 Insurance

Lessee must have insurance in the following amounts at all times during this Agreement:

- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
- B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).
- C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
- D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- E. During the construction of Tenant Improvements, insurance in an amount no less than to cover construction risks, etc.

Each insurance policy required above must be acceptable to the City Attorney:

- F. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.

- G. 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.
- H. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within sixty (60) days. Noncompliance by Lessee with any provision of this Section shall allow the Lease Administrator to terminate this Lease.

City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.

The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.

Noncompliance by Lessee with any provision of this Section shall allow the Lease

Administrator to terminate this Lease.

Section 21 Indemnification

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which City, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Agreement or with the occupancy and use of the Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by City on account of any such claims, demands, or liabilities. However, the provisions of this Agreement shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

Section 22 Attorney's Fees, Costs and Expenses

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful party shall pay all of the successful party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

Section 23 Non-Discrimination

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. Lessee shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.

Section 24 Supersedure

This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

Section 25 Hazardous and/or Contaminated Soil and Material

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee

shall notify City. Within thirty (30) days after written notice to City or from City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

Section 26 Law to Govern; Venue

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 North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

Section 27 Special Provisions

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

Section 28 Compliance with Federal, State, and Local Laws

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, and to indemnify City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

Section 29 Amendment

This Agreement may not be amended, modified, or supplemented except by a writing executed both Parties.

Section 30 Waiver

No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or under the law.



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: _____

Debra Lundy, Real Property Manager

Date: _____

Diane Halverson, City Clerk

JOHN & ANN O'FLYNN, DBA LAKE WOHLFORD RESORT

Date: _____

By: _____

Print Name/Title

APPROVED AS TO FORM:

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

By: _____

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Karen Youel, Management Analyst

SUBJECT: Housing-Related Parks Program Grant Application

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-14, authorizing the Public Works Director/City Engineer or his designee to submit an application to the California Department of Housing and Community Development (HCD) for a Housing-Related Parks (HRP) Program Grant. It is additionally requested that if the application is approved, the Public Works Director/City Engineer or his designee be authorized to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant.

FISCAL ANALYSIS:

The requested grant will provide up to \$240,000 to be used for park and recreation facility rehabilitation. No match is required.

PREVIOUS ACTION:

The City of Escondido received \$251,750 in HRP funds in 2012. Funds have been reserved for improvements to Grape Day Park, Jim Stone Pool, and Washington Park.

The City of Escondido received \$674,850 in HRP funds in 2014. Funds have been reserved for improvements to Jim Stone Pool, Washington Park Pool, and East Valley Community Center.

The City of Escondido received \$685,450 in HRP funds in 2015. Funds have been reserved for improvements to Park Avenue Community Center, East Valley Community Center, Grape Day Park, Washington Park Pool and Recreation Center, Jim Stone Pool and Oak Hill Activity Center.

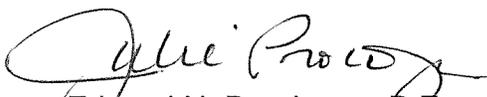
BACKGROUND:

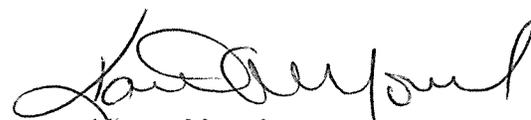
The CA Department of Housing and Community Development (HCD) have released revised program guidelines for funding through the Housing-Related Parks (HRP) Program. The HRP Program is designed to encourage cities and counties to develop new residential housing. The program rewards those jurisdictions that approve housing for affordable to lower-income households. The HRP Program was funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, Health and Safety Code Section 53545, subdivision (d) and originally established pursuant to Chapter 641, Statutes of 2008 (AB 2494, Caballero), at Chapter 8 of Part 2 of Division 31 of the Health and Safety Code (commencing with Section 50700) and subsequently amended pursuant to Chapter 779, Statutes 2012 (AB 1672, Torres).

The program awards funds on a per-bedroom basis for each residential unit of affordable to very low and low-income households permitted during the designated program year. Due to City investment in The Crossings at Escondido Manor, the City is now able to apply for approximately \$161,000 in order to construct, rehabilitate, or acquire capital assets and/or costs incidental to park and recreation facility creation, development, or rehabilitation. The application does not obligate the City for any future activity, but acknowledges past efforts.

The City of Escondido has six parks and five centers in low to moderate income, park deficient neighborhoods. As the grant can be used for renovations, staff recommends submitting the application focusing on two projects: improvements in Washington Park (lighting, fencing, court resurfacing and major field/turf maintenance) and Jim Stone pool rehab.

Respectfully submitted,


FOR Edward N. Domingue, P.E.
Public Works Director/City Engineer


Karen Youel
Management Analyst

RESOLUTION NO. 2016-14

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING APPLICATION FOR HOUSING
RELATED PARKS PROGRAM GRANT

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability dated October 26, 2015 (“NOFA”), under its Housing-Related Parks (“HRP”) Program; and

WHEREAS, the City of Escondido (“Applicant”) desires to apply for a HRP Program grant and submit the 2015 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

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

1. That the above recitations are true.
2. That the Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released November 2015 for the 2015 Designated Program Year in an amount not to exceed \$240,000.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (“Standard Agreement”)

in an amount not to exceed \$240,000.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit "A" of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

4. That the Public Works Director/City Engineer or his designee is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council
FROM: Samantha Foulke, Deputy City Attorney
SUBJECT: Amendment of Escondido Municipal Code Section 20-2

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2016-02.

BACKGROUND:

Section 65101 of the Government Code provides for local planning commissions and states that “[t]he legislative body shall specify the membership of the commission...” The same statute provides that a planning commission “shall consist of at least five members, all of whom shall act in the public interest.” Under state law, the Mayor appoints planning commissioners, subject to approval by the full City Council.

Planning commissioners must be residents of the City of Escondido, i.e. live within the city limits. In May of 2007 City Council approved a change to the composition of the Planning Commission, which allowed one member to reside outside the city limits so long as the residence was within the geographic area covered by the City’s general plan. At the request of Councilmembers Masson and Gallo, the City Council considered an amendment to the Escondido Municipal Code on September 2, 2015, that would have permitted three members of the Planning Commission to reside outside the city limits, so long as their residence was within the general plan area. However, after discussing the topic at length, the City Council ultimately determined to compromise by permitting two members of the Planning Commission to live outside the city limits so long as they resided within the general plan area. The ordinance making this change was adopted by a unanimous vote and became effective.

Since that time, Councilmembers Morasco and Masson have expressed a desire to re-visit this issue. The City Council Rules of Procedure, Rule 16 forbid reconsideration of an item within one year, unless the reconsideration request is made by a member voting in the majority. Since all five councilmembers voted in the majority on September 2, 2015, the reconsideration of this issue is proper under the Council Rules.

Amendment of Escondido Municipal Code Section 20-2
February 3, 2016
Page 2

The Escondido Municipal Code states that the Planning Commission should include members of the general public and licensed design professionals. One of the policy issues discussed by the City Council at the meeting on September 2, 2015, was the availability of an appropriate pool of candidates for the commission. This amendment will increase the number of qualified applicants for commission membership allowing up to three members of the seven member commission to reside outside the city limits, so long as they reside within the City's general plan area.

Respectfully submitted,

A handwritten signature in black ink that reads "Samantha Foulke". The signature is written in a cursive style with a large initial "S" and a long horizontal stroke underlining the name.

SAMANTHA FOULKE
Deputy City Attorney

ORDINANCE NO. 2016-02

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ESCONDIDO MUNICIPAL CODE
CHAPTER 20 PLANNING COMMISSION,
SECTION 20-2

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION 1. That Escondido Municipal Code Chapter 20 Planning Commission,
Section 20-2, is hereby repealed and replaced as follows:

Sec. 20-2. Composition; appointment of members.

The Planning Commission created by this chapter shall consist of seven (7) members who shall be appointed by the City Council. All members must reside within the geographic area covered by the city's general plan and no more than three (3) members may reside outside the city limits. The Planning Commission should include members of the general public and licensed design professionals. Members of the Planning Commission shall serve at the pleasure of the Council, and may be removed from office at any time, without cause.

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

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

SECTION 4. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be prepared in accordance with Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

ORDINANCE NO. 2016-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE ESCONDIDO MUNICIPAL CODE CHAPTER 33 (ZONING CODE) ARTICLE 57, TO EXPLICITLY PROHIBIT THE CULTIVATION AND DELIVERY OF MEDICAL CANNABIS (MARIJUANA), TO MAINTAIN THE PROHIBITION OF MEDICAL MARIJUANA DISPENSARIES IN THE CITY OF ESCONDIDO AND TO DELETE ESCONDIDO MUNICIPAL CODE CHAPTER 16F (MEDICAL MARIJUANA DISPENSARIES)

Planning Case No. AZ 15-0004

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

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 2. That the City Council has determined that this Municipal Code Amendment is exempt from the California Environmental Quality Act ("CEQA") in conformance with Section 15061(b)(3) "General Rule" and finds that no significant environmental impact will result from approving this code amendment.

SECTION 3. That upon consideration of the staff report; Planning Commission recommendation; Factors to be Considered, attached as Exhibit "A" to this Ordinance and incorporated by this reference; and all public testimony presented at the hearing held on this project, this City Council finds the Zoning Code Amendment to be

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

RENT REVIEW BOARD

For City Clerk's Use:

APPROVED **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: 12

Date: February 3, 2016

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Jay Petrek, Director of Community Development

SUBJECT: Short-form Rent Increase Application for Imperial Escondido Mobile Estates (File Number 0697-20-10055)

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Imperial Escondido Mobile Estates.
- If approved, adopt Rent Review Board Resolution No. 2016-01 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.430% (an average of \$12.70) for the period of June 30, 2013 to June 30, 2015.

INTRODUCTION:

Imperial Escondido Mobile Estates ("Park"), located at 2300 E. Valley Parkway, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing. The Park representative and the resident representative met to discuss issues at the Park and have signed a Rent Increase Agreement.

THE RENT INCREASE APPLICATION:

Imperial Escondido is a senior park which has a total 250 spaces; 241 spaces are subject to rent control. The Park is requesting an increase for the 239 rent controlled spaces. The remaining spaces not subject to rent control include residents on long-term leases, part of a rent increase agreement, or are vacant. Common facilities of the Park include two furnished clubhouses, two swimming pools, a whirlpool, shuffleboard courts, a recreational vehicle storage area, and two laundry facilities.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER'S REQUEST:

The Park is requesting an increase of 75% of the change in Consumer Price Index for the period of June 30, 2013 to June 30, 2015. Seventy-five percent of the change in the CPI for the period of consideration is 2.430%. The average monthly rent for the residents that are affected by this application is \$522.71. The average monthly increase requested for the 239 spaces is approximately \$12.70 per space, per month.

This is the ninth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted February 2009 for an average amount of \$14.14 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on Wednesday, January 6, at 6:00 p.m. The meeting was attended by approximately 110 residents, the Park owner's representative, attorney Jana Wiemann, Park Management and City Staff. Residents were briefed on the application and rent control procedures. They selected Wm. James Ralston, the HOA president, to act as the resident representative.

In addition to questions regarding long form and short form rent increase applications, there were a number of questions about the extent of the Code Inspection and the differences between a rent control inspection and a Title 25 inspection. The residents brought up issues of low lighting in the park and possible trip hazards in the parking areas. The residents had questions about ADA requirements in mobile home parks; the resident representative and park representative were provided with additional information by the Building Department. Residents expressed interest in having additional pedestrian gate(s) installed in the park fences to allow greater pedestrian access into the surrounding neighborhoods. One resident spoke about low water pressure to the coaches and was encouraged to submit a separate Code investigation request.

Residents expressed concerns regarding the City-owned chain link fence between the park and the Escondido Creek. Although much of the fence is 8-feet tall, there is a section which is much shorter. Additionally, this fence has a history of being cut by trespassers into the Park.

Mr. Ralston and the resident committee met with Ms. Wiemann to discuss issues brought up by the residents and a compromise of the rent increase. On January 22, 2016, the resident representative and owner representative signed a rent increase agreement amending the original application. A copy of the agreement is attached as "Exhibit B." The agreement includes the following terms and conditions:

- The Park agrees to a three-year rent increase moratorium and will not submit a rent increase application until December 2, 2018.

- The Park agrees that the current rent increase will not be effective until June 1, 2016.
- The Park agrees not to seek an increase in rent from any resident that moved into the Park in January 2016, reducing the number of affected spaces from 241 to 239.

CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Exhibit A." The Owner and Owner's representative received a copy of the Report, and were made aware that no rent increase, if granted, may be implemented until the Health and Safety Code violations have been cleared. As of January 19, 2016 all Health and Safety Code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The Park owner may send the 90-day notice of any rent increase granted to the residents upon the adoption of the Resolution.

Respectfully Submitted,



Jay Petrek
Director of Community Development



Karen Youel
Management Analyst

DATE: JANUARY 14, 2016

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER 

SUBJECT: IMPERIAL ESCONDIDO MOBILE ESTATES

Imperial Escondido Mobile Estates was inspected on January 12, 2016, with the lighting inspection conducted that evening, as a result of an application for a rent increase having been filed. There were four violations found during the site inspection and no violations found during the lighting inspection; the inspection report is attached.

A resident meeting was held on January 6, 2016 (attended by one-hundred ten residents) and there were health and safety concerns raised regarding possible trip hazards in the parking area and low lighting, which will be addressed during the inspections. In addition, the resident representative was identified, given the checklist and stated he will be present at the inspection.

There were no resident complaints and no open code enforcement cases against this park during the past year.

CC: Jay Petrek, Director of Community Development
Karen Youel, Rent Control Administration



January 12, 2016

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Imperial Escondido Mobile Estates
2300 - 60 East Valley Parkway
Escondido, CA 92027

Park Owner: Parklane Corporation
9401 Wilshire Blvd. #1125
Beverly Hills, CA 90212

Park Manager: Martha Ramirez **Phone:** (760) 745-5112

Inspection Date/s: 1/12/2016 **Inspector/s:** Andrew Modglin

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. Repair the loose handrails on both pools. **25 CCR 1608 (a) (6), 25 CCR 1608 (i) & 25 CCR 1102 (a).**
2. Install electrical cover plates on the outlets in the second clubhouse Storage room. **25 CCR 1605 (d) (1).**

3. Repair or replace the gate to the 2nd pool so that it is returned to a self-closing gate. **25 CCR 1102(a)(b).**
4. Remove the screws that have been installed to the sliding glass doors in the second clubhouse blocking egress. **25 CCR 1102(a)(b).**

Areas of the park needing illumination per 25 CCR 1108

(Lighting Inspection; 01-12-16)

No lighting violations noted.



Code Enforcement Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4650 Fax: 760-432-6819

January 19, 2016

Imperial Escondido Mobile Estates

Jana Wiemann, ESQ.
1211 Pennsylvania Ave.
San Diego, CA 92103

Dear Madam,

This notice is to formally advise you that all violations that were noted during the rent control inspection on January 12, 2016 have been corrected.

We appreciate having the parks cooperation during this process. Our mutual efforts are important in maintaining safe and healthy parks in our city. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian D. Gustafson".

Brian D. Gustafson
Code Enforcement Manager

CC: City Council/Rent Review Board
Karen Youel, Rent Control Administrator

LAW OFFICES OF JANA K. WIEMANN

1651 Rosecrans Street • San Diego • CA • 92106

Tel: (619) 518-1308 • Fax: (619) 876-4401

E-mail: jkwlaw@att.net

January 22, 2016

Mr. Jim Ralston, Resident Representative
Imperial Escondido Mobile Estates
110-2300 E. Valley Parkway
Escondido, CA 92027

Re: Imperial Escondido / Rent Increase

Dear Mr. Ralston:

I am hopeful that this letter resolves all of the resident's objections to the Park's request for a rent increase via the short form application process and am pleased, not only that we reached an agreement, but that we worked so well together in doing so.

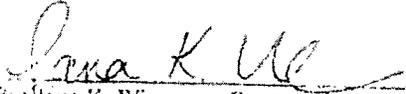
To confirm our agreement, the Park has agreed with the HOA Board to amend the Short Form Rent Increase Application filed with the City of Escondido, pursuant to the following terms and conditions:

- The Park will agree to a three (3) year rent increase moratorium. The Park submitted its application to the City of Escondido on December 2, 2015, and pursuant to the Ordinance may submit a new rent increase application on December 2, 2016. Thus, the Park agrees not to submit a rent increase application with the City of Escondido until after December 2, 2018. At that time, the Park may request the full 75% CPI increase and go back for two (2) years, as provided in the ordinance.
- The Park agrees that the rent increase will be effective as of June 1, 2016.
- The Park agrees not to seek an increase in rent from any resident that moved into the Park in January 2016, which includes 2 spaces. These spaces will be removed from the Park's rent increase application.

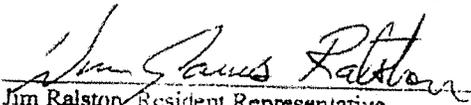
Please sign in the space provided below to indicate your agreement with these terms and conditions.

It has been a pleasure to work with you and the Board on this matter and I look forward to a harmonious and productive relationship in the future. As always, if you have any questions, please contact me at (619) 518-1308.

Sincerely,
LAW OFFICES OF JANA K. WIEMANN


By: Jana K. Wiemann, Esq.
Attorney and Owner Representative
Imperial Escondido Mobile Estates

I AGREE TO THE ABOVE TERMS AND CONDITIONS.


Jim Ralston, Resident Representative
Imperial Escondido Mobile Estates HOA Board

1-22-2016
Date

RESOLUTION NO. RRB 2016-01

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD
MAKING FINDINGS AND GRANTING A RENT
INCREASE FOR IMPERIAL ESCONDIDO
MOBILE ESTATES

2300 E Valley Parkway, Escondido, California
File Number 0697-20-10055

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a Short-Form Rent Increase Application ("Application"), pursuant to Section 12 of the Rent Review Board Guidelines, was filed on December 2, 2015, by Jana K. Wiemann, Esq., the representative for the owner of Imperial Escondido Mobile Estates Mobilehome Park ("Park"), located at 2300 E. Valley Parkway in Escondido, and was amended on January 13, 2016. The Application applied to 241 of the 250 spaces; and

WHEREAS, this is the ninth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the Board in February of 2009. The previous increase affected 99 spaces; the average increase was \$14.14 per space, per month; and

WHEREAS, the resident representative and Park representative met to discuss

issues brought up by the residents and a compromise of the rent increase. On January 22, 2016, the resident representative and owner representative signed a rent increase agreement amending the original application. The agreement, attached as Exhibit "A" to this resolution and incorporated by this reference, contains the following conditions:

- The Park agrees to a three year rent increase moratorium and will not submit a rent increase application until December 2, 2018.
- The Park agrees that the current rent increase will not be effective until June 1, 2016.
- The Park agrees not to seek an increase in rent from any resident that moved into the Park in January 2016, reducing the number of affected spaces from 241 to 239.

WHEREAS, at the time of the current Application, the average monthly space rent was \$522.71 for the 239 spaces subject to the short-form rent increase. The owner requested a rent increase in the amount of 75% of the change in the Consumer Price Index ("CPI") for the period June 30, 2013, through June 30, 2015, in accordance with the Rent Review Board short-form policy guidelines. The Application estimated this amount to be an average of \$12.70 (2.430%) per space, per month; and

WHEREAS, a notice of the Park's Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent hearing before the Board; and

WHEREAS, on January 12, 2016, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed in the Park; and

WHEREAS, on February 3, 2016, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 2.430%, an average of \$12.70 per space, per month, for the 239 spaces which are subject to rent control.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").
3. That following the Guidelines, an increase based on 75% of the change in the CPI for San Diego County from June 30, 2013 through June 30, 2015, would amount to 2.430%, which averages \$12.70 per space, per month, for the 239 spaces that are subject to rent control.
4. That the Board concluded that an increase of \$12.70 per space, per month, is consistent with the Guidelines, and is a fair, just, and reasonable increase in light of the information presented by all parties.
5. That the short-form rent increase ("Increase") may not be implemented until after the health and safety code violations noted in the Inspection Report have

been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection Report.

6. That the Increase may be implemented only upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.

LAW OFFICES OF JANA K. WIEMANN

1651 Rosecrans Street • San Diego • CA • 92106
Tel: (619) 518-1308 • Fax: (619) 876-4401
E-mail: jkwlaw@att.net

January 22, 2016

Mr. Jim Ralston, Resident Representative
Imperial Escondido Mobile Estates
110-2300 E. Valley Parkway
Escondido, CA 92027

Re: Imperial Escondido / Rent Increase

Dear Mr. Ralston:

I am hopeful that this letter resolves all of the resident's objections to the Park's request for a rent increase via the short form application process and am pleased, not only that we reached an agreement, but that we worked so well together in doing so.

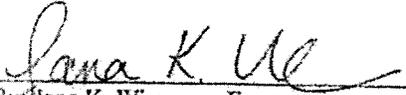
To confirm our agreement, the Park has agreed with the HOA Board to amend the Short Form Rent Increase Application filed with the City of Escondido, pursuant to the following terms and conditions:

- The Park will agree to a three (3) year rent increase moratorium. The Park submitted its application to the City of Escondido on December 2, 2015, and pursuant to the Ordinance may submit a new rent increase application on December 2, 2016. Thus, the Park agrees not to submit a rent increase application with the City of Escondido until after December 2, 2018. At that time, the Park may request the full 75% CPI increase and go back for two (2) years, as provided in the ordinance.
- The Park agrees that the rent increase will be effective as of June 1, 2016.
- The Park agrees not to seek an increase in rent from any resident that moved into the Park in January 2016, which includes 2 spaces. These spaces will be removed from the Park's rent increase application.

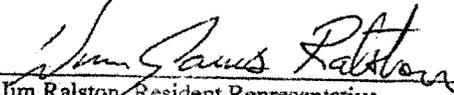
Please sign in the space provided below to indicate your agreement with these terms and conditions.

It has been a pleasure to work with you and the Board on this matter and I look forward to a harmonious and productive relationship in the future. As always, if you have any questions, please contact me at (619) 518-1308.

Sincerely,
LAW OFFICES OF JANA K. WIEMANN


By: Jana K. Wiemann, Esq.
Attorney and Owner Representative
Imperial Escondido Mobile Estates

I AGREE TO THE ABOVE TERMS AND CONDITIONS.


Jim Ralston, Resident Representative 1-22-2016
Imperial Escondido Mobile Estates HOA Board Date

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13
Date: February 3, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Director of Community Development
Tim Draper, Building Official

SUBJECT: Building Division Building Inspector Update

RECOMMENDATION:

It is requested that the City Council provide direction to staff regarding reinstating a previously vacated fourth building inspector position.

FISCAL ANALYSIS:

The Building Inspector annual compensation totals approximately \$114,296.00 (salary and benefits). Options for funding this position (to be considered for further evaluation at a later date) include adjusting building plan check and permit fees that have not been modified since 1995, or relying on General Fund revenues to increase the Building Division operating expenses.

BACKGROUND:

The Building Division inspection staff currently includes one (1) part-time, and three (3) full-time inspectors. Staff provided information to the City Council on January 13, 2016, regarding recent building permit activity and the need to consider reinstating a fourth Building Inspector position that was eliminated in 2009 in response to the last economic downturn.

Escondido experienced a tremendous increase in permit activity during the past year, issuing over 3,600 building permits in 2015, which is the highest amount on record dating back to the year 2000, as shown in Table "A". This equates to over 14 building permits issued every working day. While building permit issuance has dramatically increased, the total valuation for those issued permits has not increased as significantly, as shown in Table "B". The lower building permit valuations are because a high percentage of permits involve solar installations, minor tenant improvements and small construction projects.

Every permit issued by the Building Division requires an inspection; over 60 percent of all permits require multiple inspections based on failures to meet minimum code requirements. Inspectors can each visit 8 to 14 projects per day based on the complexity and location of the construction project. Building inspection requests are currently averaging 40 to 45 per day, however, recently over 70 building inspection requests were received in a single day. Annual building inspections are depicted in Table "C".

The Building Division's policy is to conduct building inspections on the same day, or the day following an applicant's request for inspection. It is now common to delay some inspection visits after the requested day of inspection resulting in upset homeowners and developers who are hindered in completing their projects on schedule. Concurrently, the Planning Division is experiencing an increase in development applications, which will further impact the Building Division inspection services after those projects receive their entitlements and secure building permits.

Staff has made every effort to prioritize inspections and minimize delays. Private inspection services have been investigated, but there are no available personnel to reliably accommodate the City's needs. Escondido's Deputy Building Official, as well as the Building Official, are frequently sent into the field to conduct inspections. The absence of these building experts in the office: 1) delays in-house plan checking, 2) impacts customer service for walk-in clients needing building assistance at City Hall, 3) severely limits staff from performing required research and updates to the adopted Building Code, and 4) diverts support staff from their normal responsibilities to spend significant time rescheduling inspections and maintaining positive relations with the public who are upset over delays in completing their projects.

A portion of every building permit includes a *Plan Check Fee* (collected at building plan check submittal) and a *Building Permit Fee* (collected at Building Permit issuance) that are intended to offset the cost of plan processing and building inspections. *These fees are not related to developer impact fees*, and are based on per square foot building valuations from the International Code Council (ICC) for various types of construction (single family, multi-family, commercial, office, industrial, etc.).

Municipal Code Section 6-16.3 establishes the Plan Check Fee as 65% of the Building Permit Fee. Escondido's Building Permit Fees are based on 1995-1996 ICC Building Valuations that are over 20 years out-of-date, and a Fee Table from 1991. Staff conducted a cursory review that revealed these valuations to be significantly undervalued based on current calculations, and considerably lower than surrounding agencies. In addition, staff analyzed Escondido's building inspector per capita ratio and found it to be much lower than comparable jurisdictions.

DISCUSSION / OPTIONS:

Reinstating the fourth Building Inspector is critically needed at this time. There are several options for funding this position that staff would further evaluate for City Council consideration. Staff is seeking direction regarding an appropriate funding source for evaluating before formalizing the necessary documentation. Options include:

- 1) Adjusting plan check and building permit issuance fees to fully offset the Building Inspector compensation.
- 2) Offsetting the Inspector's compensation by utilizing an alternative (lower) building valuation computation and supplementing the shortfall with General Fund revenues.

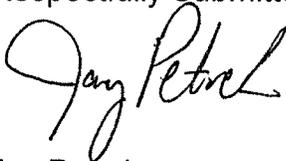
NOTE: Options 1 and 2 would require staff to conduct further research to develop an updated fee schedule for City Council consideration and adoption.

- 3) Fully funding the Building Inspector position with existing General Fund reserves without adjusting plan check and building permit fees. This option would not require staff to conduct further research.

The City Council could choose not to reinstate the fourth Building Inspector position at this time and maintain the current staffing. It should be noted that this option will result in building inspections regularly being delayed, which will affect construction project schedules and potentially reduce the desirability to develop in Escondido.

It will take several months to hire a fourth Building Inspector based on advertising, testing, interviewing and hiring protocols. If the Council determines that an alternative method for funding this position that requires additional research is appropriate, staff requests authorization to immediately commence advertising for the Building Inspector position prior to making a final determination on funding.

Respectfully Submitted,



Jay Petrek
Director of Community Development



Tim Draper
Building Official

TABLE "A"

Permits Issued 2001 - 2015

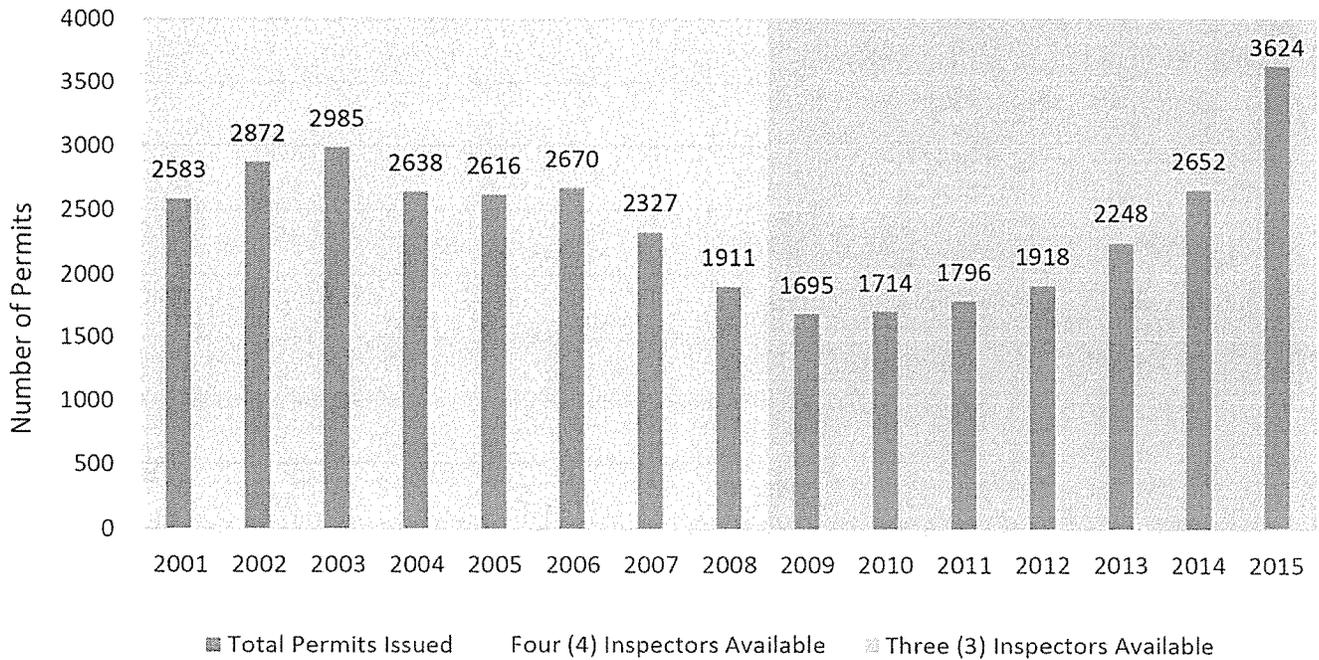


TABLE "B"

Valuations

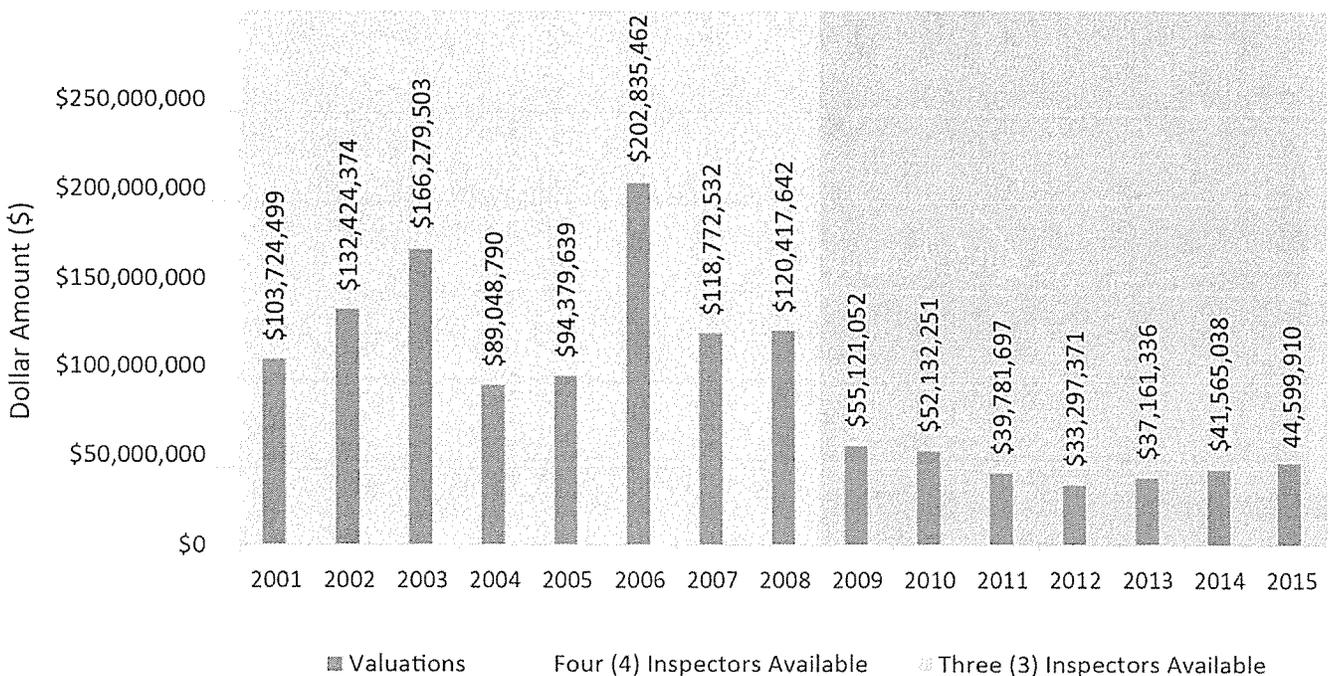
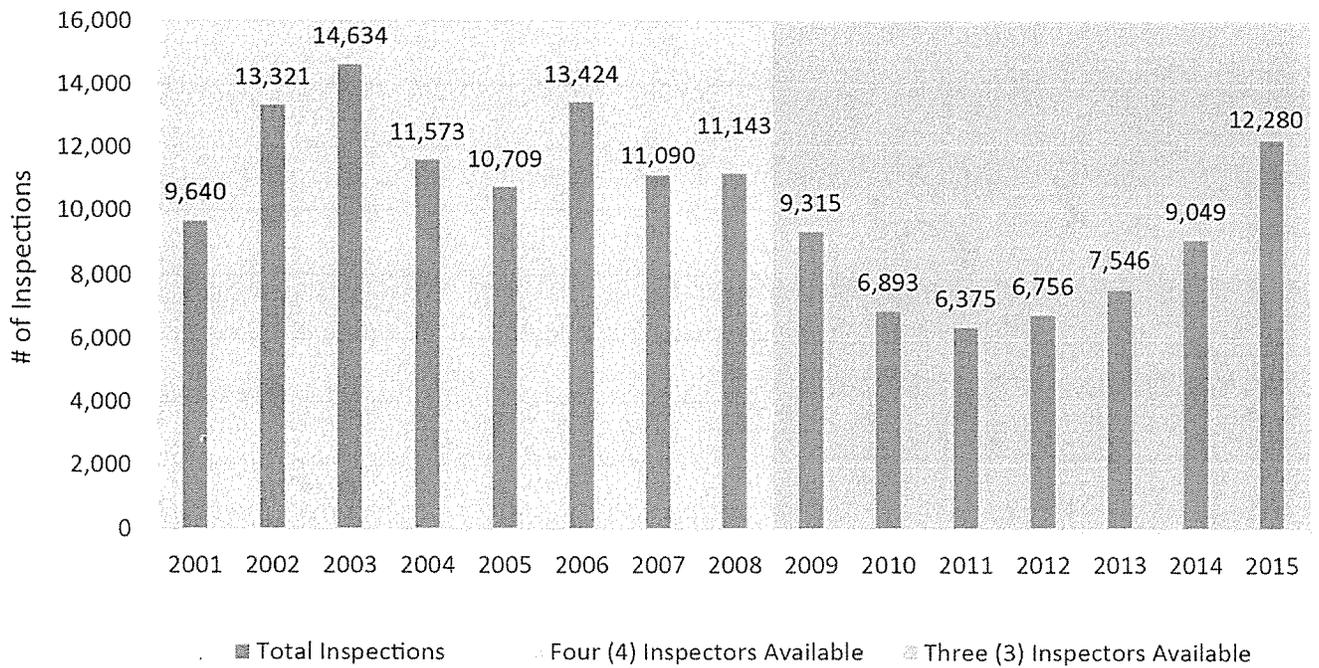


TABLE "C"

Inspections 2001 - 2015





FUTURE CITY COUNCIL AGENDA ITEMS
January 28, 2016

AGENDA ITEMS AND COUNCIL MEETING DATES ARE SUBJECT TO CHANGE. CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617

February 10, 2016
4:30 p.m.

PRESENTATIONS
SANDAG Presentation
CONSENT CALENDAR
<p>North Regional Zone Master Automatic Aid Agreement for Fire-Rescue Responses and Support Activities (M. Lowry)</p> <p><i>The City of Escondido borders other jurisdictions who provide automatic aid for fire, medical, and rescue resources. The North Regional Zone Automatic Aid Agreement has been in place for many years and offers an added level of protection to communities during times when resources are needed or when a quicker response can have a greater lifesaving impact.</i></p>
<p>Bid Award for the Grape Day Park Playground Improvements Project (E. Domingue)</p> <p><i>This is the first phase of implementing the Grape Day Park Master Plan. The project consists of constructing a new playground structure, swing sets, and surrounding improvements in Grape Day Park.</i></p>
<p>Final Mitigated Negative Declaration Spruce Street Drainage Improvements (ENV 15-0010) (J. Petrek)</p> <p><i>The City of Escondido owns and operates a Municipal Separate Storm Sewer System (M4) that includes various stormwater facilities associated with flood control and drainage throughout Escondido. The earthen and concrete-lined channel along Spruce Street has a history of being chronically wet with standing water resulting in impacts to flood control, public health and safety, water quality and vector control issues. A County of San Diego Department of Environmental Health grant will be the funding source to implement a variety of drainage improvements to eliminate vector breeding and nuisance water issues.</i></p>
PUBLIC HEARINGS
<p>A Hearing to Consider Adopting an Amended Resolution of Necessity to Acquire Real Property by Eminent Domain, for the Citracado Parkway Extension Project, Assessor Parcel Number 235-040-15 (Pacific Harmony Grove Development, LLC) (J. Masterson/D. Lundy)</p> <p><i>This amendment will serve to replace Resolution of Necessity, R2015-165, which was adopted by the City Council on September 23, 2015, in order to correct an administrative omission of the Temporary Construction Deed and Public Right-of-Way Deed from the attached exhibits.</i></p>

February 10, 2016
Continued

CURRENT BUSINESS

Financial Report for Quarter Ended December 31, 2015 and Budget Adjustment
(S. Bennett)

Quarterly financial reports present written financial updates to Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for each fund, along with the actual resources received to date. Funds included in this report are the General Fund, Reidy Creek Golf Course Fund, Recreation Fund, Water and Wastewater Funds.

Bid Award: Southwest Sewer Realignment Project

(C. McKinney)

This project will construct 8" and 12" gravity sewer mains and manholes from Sewer Lift Station 9 southeast to Felicita Road; from Sewer Station 6 south along Felicita Road to Via Rancho Parkway; then continuing southeast to Sewer Lift Station 1 (located southeast of Interstate 15 and Via Rancho Parkway).

Library Expansion Update: Survey Results

(L. McKinney)

At the August 12, 2015 City Council meeting, the City Council approved the use of Capital Improvement Program funds to proceed with the CEQA process as well as to hire consultants to determine the achievability of a General Obligation Bond to fund the Library expansion project. The staff report will summarize the polling process and the results of the survey conducted in December 2015.

Future Agenda Items (D. Halverson)

February 17, 2016
No Meeting (President's Day)



City Manager's **WEEKLY UPDATE** to City Council

January 27, 2016

ECONOMIC DEVELOPMENT

- This weekend, January 30 and 31, Cal South will host a youth All-Star soccer tournament at Ryan Park. There will be 48 teams from all over Southern California attending the tournament. We can expect about 800 families in the area over the weekend. We will see teams in the Boys & Girls u14, u12, and u10 divisions. Cal South will be using 7 of the 8 fields.
- Triple Crown Sports will be in Kit Carson Park this weekend, January 30 and 31, for a youth girls fast pitch tournament. Teams will be traveling in from all over California, Nevada, and Arizona. They will host girls 14u, 16u, & 18u divisions on all 8 fields in Kit Carson Park. We expect about 600 families in the area.

RECRUITMENT AND HIRING: 2015 IN REVIEW

Human Resource recognizes how important employees are to the success of any organization. So, when vacancies occur, it is understandable that departments make their recruitments a top priority and request to fill them as swiftly as possible. To that end, the Personnel Services Division has been working very hard to open recruitments, administer exams, proctor practical tests, schedule interviews, and process new hires quickly. As a matter of fact, 2015 was a record-breaking recruitment year for Personnel, with 114 recruitments (that's about 9.5 per month) and over 6,400 applications processed. The average number of days from the time the recruitment opened to the hiring of a new employee was approximately 60 days. Of course, for internal promotions and closed-competitive opportunities, the average length of time was much shorter; 30 days or less.

Here is a summary of 2015 for recruitments and hiring:

- 114 recruitments opened; 93 full-time and 21 part-time
- 6,413 job applications received and screened
- 27 written exams administered
- 36 oral interviews scheduled with over 100 panel members
- 8 practical test proctored
- 2 assessment centers developed and administered
- 222 employees hired/promoted; 107 full-time and 115 part-time
- 2 City-wide new employee orientations held
- 12 City tours with 60 new employees

The departments with the highest percentage of recruitments in 2015 were as follows:

Police and Fire (Sworn/Safety): 26.31%



City Manager's **WEEKLY UPDATE** to City Council

Library/Comm. Services: 23.68%
Utilities: 17.54%

SPECIAL EVENTS

No major special events scheduled this weekend.

COMMUNITY DEVELOPMENT

Planning:

Major Projects Update:

1. John Paul the Great Catholic University – A Conditional Use Permit to expand the campus and student enrollment at 155 W. Grand Avenue was approved by the Planning Commission on December 8, 2015. The proposal includes improvements to the former H. Johnson Building at 131 S. Broadway for studio and classroom space, and the former bank at 200 W. Grand Avenue for administrative offices and a student resource center. The proposed expansion would also increase the student enrollment from 300 to 1,200 students over the next several years. Staff has confirmed the availability of water and sewer connections. Staff had a conversation with the University President this week regarding potential future expansion plans beyond those previously approved.
2. Escondido Research and Technology Center – This is a 72,000 square foot medical office building is proposed on the east side of Citracado Parkway across from Palomar Medical Center. Building plans have been submitted for plan check. Grading and landscaping plans are in plan check for approval. On November 4, 2015 the City Council approved a 10-year extension to the previously adopted Development Agreement for ERTC that involves 20 lots in ERTC owned by JRMC.
3. Oak Creek (NUW) – *No change from the following update reported last week:* This project is a 65-unit single family development located at the southeastern corner of Felicita Road and Hamilton Lane. The LAFCO Board unanimously approved the annexation on October 5, 2015. Staff has returned documents to LAFCO memorializing their action that included final paperwork to be completed prior to annexation recordation.
4. Amanda Estates (NUW) – *No change from the following update reported last week:* This project is a 22-unit single family development on Amanda Lane. The LAFCO Board approved the reorganization (annexation) at their meeting on August 3, 2015. Staff has returned documents to LAFCO memorializing their action that included final paperwork to be completed prior to annexation recordation.
5. Centerpointe 78 Commercial – *No change from the following update reported last week:* This project is a 45,650 sq. ft. Supermarket and restaurant located at 925 N. Broadway.

City Manager's WEEKLY UPDATE to City Council

The project was approved by the Planning Commission on November 10, 2015. The project was approved by the City Council meeting on December 9, 2015 and filing fees were paid to the County for the EIR.

6. Pradera – This project consists of a 70-unit single family development located at the northeastern corner of Ash Street and Lehner Avenue. Grading is underway. Staff is reviewing improvement plan and the final map submittals, as well as the precise grading plans and landscaping plans. Building Plans for three, two-story model homes have been completed and the units are currently under construction and are undergoing building inspections. A fourth single-story unit will be marketed with this development, but no model home for the single-story unit will be constructed. The developer will be obtaining building permits in the few days for the first the first and second phase involving 16 units. Models will be open on January 30, 2016.
7. Zenner – The project is a 40-unit single family development at the northeastern corner of Lehner Avenue and Vista Avenue. Staff received concept building elevations from the homebuilder, KB Homes, and conducted Design Review evaluations with comments forwarded back to the architect. The annexation was approved by LAFCO on Sept. 14, 2015, and has been recorded by the County Recorder's Office.
8. Stella Park Condominiums – The project is a 65-unit townhome Planned Development located at 2516 S. Escondido Blvd. The applicant has prepared draft CEQA documentation. Staff is reviewing information prior to completion of the Mitigated Negative Declaration. Final comments have been provided to the applicant regarding his submittal documentation. Staff anticipates revised information from the applicant within the next few weeks.
9. Wohlford – The project is a 55-unit single family development located on Bear Valley Parkway east of Encino Drive. Staff has reviewed revised submittals and technical reports from the applicant. A Specific Alignment Plan for Bear Valley Parkway detailing the roadway is under review. Staff concluded interviews with four consulting firms and has contacted the consultant selected for preparing the EIR who has submitted a draft scope of work. Tribal consultation meetings have been completed. The EIR Consultant Contract is scheduled for the February 3, 2016 City Council meeting.
10. Latitude II – The 112-unit multi-family development, located at the northeastern corner of Centre City Parkway and Mission Avenue, was approved by the City Council on August 19, 2015. A Final Subdivision Map has been submitted for review. Rough grading plans have been approved. Comments have been provided regarding the architectural plans that have been submitted for plan check.
11. Canyon Grove Estates (Tract 932) – This project is a 179-lot single family residential development on the north side of Vista Avenue east of Conway Drive. Staff approved the substantial conformance determination for the revised tentative map and continues to

City Manager's WEEKLY UPDATE to City Council

coordinate with the applicant on the proposed grading plan. The applicant has concluded the mitigation credits at Daley Ranch, and pursuing acquisitions needed for offsite improvements. The project is in its third grading plan check review; all bonds and fees have been posted. Staff worked with the applicant to modify the sewer manhole spacing for the project to facilitate the project.

12. Safari Highlands – This is a 550-unit single family development located east of the Rancho San Pasqual community and north of the San Diego Safari Park. This project involves 1,100 acres including annexation and Sphere of Influence update for a master planned community with parks, trails, recreation center, fire station, open space, on-site sewer facility for treating a portion of the on-site wastewater for irrigation purposes. Planning and Engineering extensions of staff have been funded by the applicant and retained to assist the city in processing the project. Staff met with a representative of the Fish and Wildlife Department to discuss the project. Other outreach efforts have included City of San Diego, Safari Park representatives, public agencies and surrounding residents. A Request for Proposals was issued to solicit bids for the preparation of a consultant-prepared Environmental Impact Report (EIR). Proposals were received on January 8 and consultant interviews are scheduled for February 4, 2016. More information about this project is on line at: <http://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>
13. Felicita Development, LLC – This project is a 140-unit hotel, and a gas station or office/residential care facility at the southeast corner of Felicita Rd. and Gamble Lane. The applicant and staff met with the architect to discuss building elevations, 5-story height limitations and site design issues given the existing wetland constraints on the property. Additional technical analysis and coordination is needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses. The applicant met with the wild life agencies and is responding to technical studies needed to complete the application. Tribal consultations are underway.
14. Escondido Disposal Inc. – The CUP modification to expand the existing facility was approved by the Planning Commission on August 25, 2015. The project has completed its post-approval plan check process. Staff has approved the grading and landscape plans. Demolition has commenced on a portion of the site where redevelopment will occur. Revised site plans have been submitted reflecting previously unknown constraints, which do not affect the approved CUP. The County has notified the City that the applicant has made its application to the State permitting agency. Staff has resolved storm drain issues involving the subject site and adjacent properties.
15. Westfield Theater – *No change from the following update reported last week:* This project is a 10-auditorium movie theater totaling 57,600 sq. ft. located on the north side of the Westfield Mall. The project was approved by the City Council on November 4, 2015.
16. Paseo Escondido – This project is a mixed-use 122-unit multi-family planned development at the southwestern corner of Ash Street and Washington Ave. The proposed project

City Manager's **WEEKLY UPDATE** to City Council

consists of 26 one-bedroom and 96 two-bedroom apartments in three four-story buildings, and two 5,000 SF commercial buildings (10,000 SF total) oriented around an outdoor plaza. Additional submittals required to complete the application. The applicant is in the process of scheduling a soils analysis to ensure there are no onsite contaminants.

17. High Pointe (Palos Vista Neighborhood 3) – *No change from the following update reported last week:* This project is a custom-home development with 39 estate lots accessed from Mesa Rock Road. Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.
18. Springhill Suites – This project is a 105-suite hotel totaling 73,300 sq. ft. located at 300 La Terraza Drive involving 4 stories, a small conference room and an enlarged lobby for serving continental breakfast. The project has undergone two building plan checks for this planned development. A revised set of grading and landscaping plans were submitted involving the hotel site and the parking lot of the adjacent property for review, and department comments are being finalized.
19. Del Prado (former Woody's site) – This project is a 113-unit Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road. The project includes a recreational facility, pool, and open space areas Staff has met with the applicant to address sewer and emergency access and engineering issues. A revised set of plans was submitted responding to staff comments. The Fire Department met with the applicant regarding emergency access. Staff is working with the applicant to develop street striping plans around the project's frontages for ensuring safe traffic movement. Additional environmental documentation has been requested, which is being conducted by the applicant.
20. BMW Dealership – A Precise Plan application to expand the existing dealership showroom an additional approximately 4,000 square feet and enhance the building façade at 1557 Auto Park Way was approved by the Planning Commission on October 13, 2015. A demolition permit to remove portions of the existing structure has been issued. The project is under construction.
21. Solutions for Change – The project is a Planned Development application for 33 affordable multi-family units was approved by the Planning Commission on October 13, 2015, and by the City Council November 18, 2015. Building plans have been submitted for review and a comment letter is being prepared. Staff authorized payment of Housing Division funds for reimbursement of applicant's consultant invoices. Staff met with the applicant to discuss potential redesign efforts to meet construction costs.
22. Escondido Auto Park Association – *No change from the following update reported last week:* The association is proposing to upgrade the existing electronic message sign along I-15. On September 23, 2015, the Economic Development Subcommittee considered a request by the association to enter into an agreement with the City for reimbursement of a

City Manager's WEEKLY UPDATE to City Council

portion of the cost of the upgraded sign and expressed support for a five-year agreement based on anticipated public benefit of additional sales tax revenue. Staff has confirmed with the applicant sign application and submittal process.

23. 701 San Pasqual Valley Rd – *No change from the following update reported last week:* A 19-unit single family development located at 1201 E. 5th Avenue (formerly Tract 898) on 7.2 acres. The application is under review and a letter detailing additional comments and submittal requirements was forwarded to the applicant.
24. Ford-Hyundai Dealership Expansion – An expansion involving approximately 13,000 sq. ft. of showroom buildings and 6,700 sq. ft. wash/detail building at 1717-1919 Auto Park Way was approved by the Planning Commission on June 23, 2015. Grading plans and building plans have been submitted; staff anticipates revisions to be submitted in the next several weeks.

Building Division:

1. On this short holiday week, the Building Department issued 58 permits for the week with a total valuation of \$642,940.
2. 24 photovoltaic permits were issued for the week. Building has issued 70 solar permits this year compared to 56 issued for the same time last year.
3. Our building inspectors had a very busy week, averaging 43 inspections per day with 34 inspections on Friday. 53 inspections were requested on Tuesday after the holiday. 14 inspections were held over on Tuesday, 7 on Thursday and 16 on Friday. Our building counter was very busy this week averaging 45 counter sign in's per day with 59 sign in's on Tuesday and 28 on Friday.
4. In addition to the expedited solar permitting now available, residential roof top solar projects that qualify to be expedited, can be accepted electronically through e-mail. More information is provided on the city's website.
5. The 76-unit condominium complex at 2412 S Escondido Blvd. has received framing inspections on all 3 buildings.
6. The new 24 Hr. Fitness at the North County Mall is requesting rough framing inspection for their tenant improvement.
7. The Pradera single family tract has submitted plans for their second phase of construction for 8 new single-family dwelling production units. The 3 models are preparing for final inspection.

City Manager's WEEKLY UPDATE to City Council

8. The new Taco Bell restaurant and office building on North Escondido Blvd. are now preparing their project sites for final inspection and occupancy.

Code Enforcement:

1. As of January 25, the total number of open code enforcement cases is 350 cases. During the prior week, 35 new cases were opened, and 39 cases were closed, with a backlog of an additional 28 cases not yet opened for assignment and investigation.
2. There were 128 illegal signs confiscated during the weekend. One Public Records Request (PRR) was processed, for a total of 4 PRRs processed during 2016 to date.
3. Last week the Business License Division issued 10 new licenses and received 18 new applications in addition to 121 renewals.

PUBLIC WORKS UPDATE

- Sierra Linda area tree work continues. Crews are performing crown reductions on trees in the area. Removals have been stopped as the remaining trees are not in serious enough decline at this time. The trees will be re-inspected in approximately one year to determine their condition and if necessary, removals will be scheduled.
- The Tree Crew has been occupied with the repair of storm-damaged trees, primarily eucalyptus trees. There have been significant numbers of trees damaged citywide, requiring pruning of broken limbs. Twenty trees were affected in Rincon Creek in the area of Pleasantwood
- The tree work on Citracado in the area of the future widening project has been delayed due to the need to handle the storm-related tree damage.
- The MS4 Storm Drain crew has been clearing storm drain pipe in the Country Club area and surrounding streets.
- The silt removal on North Avenue started on January 27.
- We are resolving blocked twin storm drains at 2431 Oak Canyon Place. Apparently an adjacent lot is discharging silt during rain storms and has done so for some time. The two storm drains are three-quarters filled with silt.
- The Channel Crew has made significant progress cleaning those channels permitted in the RGP. To date they have removed 2,779 cubic yards of vegetation, 122.5 tons of trash and 933 cubic yards of silt. In all 24,235 linear feet of lined and unlined channels have been cleaned since then issuance of the RGP in late August 2015. The work completed to date accounts for approximately 68% of the channels cleaned that were permitted with this RGP.
- The Legend Crew has been busy painting red curb at various locations requested by Traffic Engineering. They also are installing new signs to replace existing signs that have lost reflectivity and installing thermoplastic stop bars.

City Manager's WEEKLY UPDATE to City Council

- The thermoplastic preheater is being sent out for installation on one of the Paint Crew vehicles and should be operational within several weeks.
- The Graffiti Crew is currently staffed by 6 temporary employees. The crew has also assisted with litter and debris removal on the Bike Trail. Some of the part-time temporary employees are approaching the time of service limits. Their hours will be verified to determine remaining time and the budget for PT employees will be reviewed and new hires will be brought on staff to replace them based on available budget.
- Park staff is continuing the cleaning of the storm drain inlets within the City parks to ensure proper drainage during rainy weather.

CAPITAL IMPROVEMENTS

Storm Drain Inlet Filter Basket Project:

No change from the following update reported last week: A second Public Service Agreement was approved on November 30, 2015 for an additional 21 inlet filters to be installed within existing storm drain structures. The unit installations began on January 4, 2016 with a completion date set for January 22, 2016. The objective is to retain function and to allow ease of maintenance through the manhole opening.

Kit Carson Park D-75 Concrete Ditch Stabilization:

The City received three complete bids for the repair work on January 19, 2016. The bids ranged from \$45,928.00 to \$72,750.00. The low bidder will enter into a Public Service Agreement with the City once the Army Corps permit is finalized.

Private Development

Bear Valley Parkway between Boyle Avenue and San Pasqual Valley Road (County Project):

On site storm drain construction along Bear Valley Parkway between Suburban Hills Drive and Viewmont Drive is continuing this week. The roadway structural section is being constructed along Bear Valley Parkway between Lloyd Place and Boyle Avenue. Access to Boyle Avenue west of Bear Valley Parkway is closed for next few weeks for construction of dry utilities and new surface improvements. The detour route is clearly posted. The access to Birch Avenue west of Bear Valley Parkway has been reopened to all traffic.

2412 South Escondido Boulevard:

No change from the following update reported last week: On site construction of new homes is continuing this week.

Pradera - Lennar Communities:

The water main for street "D" was connected to the City system on Tuesday, January 26. The model homes are having finishing touches placed this week in anticipation of a soft opening scheduled for this weekend.

City Manager's **WEEKLY UPDATE** to City Council

- The Final Maps for Street “D” and “E” were approved by City Council on January 13^{and} were recorded on January 26.
- The Perimeter Improvement plans for Ash St. and Stanley Ave. were approved on January 11.
- The 2nd submittal of the Landscape plans for the perimeter frontage, basin, and production slopes were returned to the Landscape Architect on January 20 with minor corrections.

Rincon del Diablo 8” & 12” Water Main Construction:

The construction of the new water main began on January 26, 2016 with the construction of a bore pit which is located on North Broadway between Jesmond Dene Drive and North Avenue. The bore pit operation will be in place for the next 3 weeks while a sub-contractor is employed to install a section of new 12” water main below an existing storm drain structure, approximately 12 feet below the roadway surface. Staff is working closely with both the utility and the school district to ensure work hours and safety measures are in place to provide safe access to the school during peak travel times.

Private Development –Current Plan Review

Ford and Hyundai Dealership Reconstruction:

This project is a multi-phase reconstruction of the Ford and Hyundai dealerships under same ownership and includes the addition of a car washing building/facility.

- The Grading plan mylars were approved on January 22 and the Grading Permit should be pulled this week.

PPH Medical Office Building - East:

This 3-story, 71,600 SF Medical Office Building and future Cancer Center building will be constructed on Lots 2-5 of the Escondido Research & Technology Center. It is a joint partnership project between the Palomar Hospital District and JRMC Real Estate, the developer of the ERTC. It is also proposed to be subdivided as commercial space condominiums with a Parcel Map yet to be submitted.

- The second review of the Grading plans, WQTR were returned to the Engineer on January 19.

Escondido Disposal Inc. (EDI) Expansion Master Plan:

This project is a 4+ phase project to expand EDI’s current operations into the former Golfcraft property to the north fronting on Mission Ave. The overall expansion will allow EDI to meet State recycling requirements and produce biogas for their own electricity or CNG use, but will not increase the daily or annual trash throughput capacity allowances.

- The Grading plan mylars were approved on December 21 and the Grading Permit has been pulled and grading commenced.
- The Improvement plan mylars were submitted on January 21 and should be approved today.

City Manager's WEEKLY UPDATE to City Council

Tract 932 – Canyon Grove (Hidden Valley Ranch):

This project is a 179-lot residential subdivision located at the ends of Vista Ave. and Vista Verde Dr. and will connect them when developed. Shea Homes has acquired this project and continues to process the final engineering.

- The third submittal review of the Rough Grading plans were returned to the engineer on January 11 with fairly minor corrections.
- The Grading Bonds and Rough Grading plan fee balances were paid on January 8.
- The second submittal of the Final Map was made on January 22 and should be reviewed in the second week of February.

PUBLIC SAFETY

Police:

Incidents

On 01/22/2016 the Police Department's Gang Enforcement Team, comprised of both officers and detectives, conducted a vehicle stop on three known gang members in the area of Ash St. and Mission Ave. Searches of the three subjects and the vehicle revealed a loaded and stolen .38 caliber handgun, methamphetamine for sale and drug paraphernalia. This excellent police work resulted in all three gang members being arrested and charged with multiple felonies and the recovery of a stolen gun.

Events

- On 1/17/16 Chief Carter, Captain Skaja and other members of the department participated in the Martin Luther King Day Parade in Downtown San Diego.
- 1/19/16 Captain Skaja, Lieutenant Owens and other members of the Escondido Police Department assisted Star-PAL. Star-PAL was conducting a NFL PLAY 60 Camp at Pioneer School. Approximately 100 students participated in various football-related activities.



City Manager's WEEKLY UPDATE to City Council

Lieutenant Owens showing students proper tackling techniques.



###