



JULY 20, 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

Bill Martin

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

July 20, 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 LABOR NEGOTIATOR (Government Code §54957.6)

- a. **Agency Negotiator:** Sheryl Bennett and Graham Mitchell
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
- b. **Agency Negotiator:** Sheryl Bennett and Graham Mitchell
Employee Organization: Escondido City Employee Association: Supervisory
Bargaining Unit
- c. **Agency Negotiator:** Sheryl Bennett and Graham Mitchell
Employee Organization: Non-Sworn Police Bargaining Unit

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

- a. **Property:** 700 West Grand Avenue
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Integral Communities
Under Negotiation: Price and Terms of Agreement
- b. **Property:** 501 & 503 West Mission Avenue (por.)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Mount Vernon Inn, LLC
Menz, LLC.
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**July 20, 2016
4:30 P.M. Meeting**

**Escondido City Council
Mobilehome Rent Review Board**

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

PRESENTATIONS: Equinox Project 2016 San Diego Regional Quality of Life Dashboard

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 June 22, 2016](#)**

4. **[NOTICE OF COMPLETION: HALE AVENUE RESOURCE RECOVERY FACILITY INFLUENT PUMP STATION -](#)**

Request the City Council approve authorizing the Director of Utilities to file a Notice of Completion for the Hale Avenue Resource Recovery Facility (HARRF) Influent Pump Station.

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

RESOLUTION NO. 2016-95

5. **[ANNUAL DESTRUCTION OF RECORDS -](#)**

Request the City Council approve authorizing the destruction of the specified Police Department records and City records for the following departments and divisions: City Attorney, City Clerk, City Treasurer, Community Development, Community Services, Employee Benefits, Finance, Fire, HARRF, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities.

Staff Recommendation: **Approval (City Clerk's Office: Diane Halverson)**

RESOLUTION NO. 2016-98

6. **[ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR AMBER LANE SINGLE-FAMILY RESIDENTIAL LOT DEVELOPMENT \(ENV 16-0003\) -](#)**

Request the City Council approve the adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program prepared for the Amber Lane Residential Development.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2016-99

7. **[LEASE AGREEMENT WITH ESCONDIDO COMMUNITY GARDEN AT THE CORNER OF NORTH CENTRE CITY PARKWAY AND WEST LINCOLN AVENUE \(APN: 228-073-15, -16, & -17 POR.\)](#)**

Request City Council approve authorizing Real Property Manager and the City Clerk to execute a Lease Agreement with Escondido Community Garden for land situated at the corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-15, -16, & -17 Por.).

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

RESOLUTION NO. 2016-105

8. **[LEASE AGREEMENT WITH ESCONDIDO SENIOR COMMUNITY GARDEN AT THE CORNER OF NORTH CENTRE CITY PARKWAY AND WEST LINCOLN AVENUE \(APN: 228-073-16 & -17 POR.\) -](#)**

Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Escondido Senior Community Garden for land situated on the corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-16 & -17 Por.).

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

RESOLUTION NO. 2016-106

9. LEASE AGREEMENT WITH EJE, INC., DBA NORTH COUNTY KIA AT FLOOD CONTROL LAND ADJACENT TO 1501 AUTO PARK WAY -

Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with EJE, Inc., dba North County Kia, for flood control land situated adjacent to 1501 Auto Park Way.

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

RESOLUTION NO. 2016-107

10. APPROVAL OF A CONSULTING AGREEMENT FOR DESIGN OF THE TRANSIT CENTER ACTIVE TRANSPORTATION PROJECT -

Request the City Council approve a Consulting Agreement with Kleinfelder for design of the Transit Center Active Transportation Connections Project.

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

RESOLUTION NO. 2016-110

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

11. LONG-FORM RENT REVIEW BOARD HEARING FOR SUNDANCE MOBILEHOME PARK -

Request the City Council hear public testimony and determine the appropriate method and factors to utilize for calculating any resulting rent increase as well as the specific rent increase.

Staff Recommendation: **Provide Direction (City Manager's Office: Jay Petrek)**

12. LOCAL REGISTER DESIGNATION OF THE PROPERTY AT 2612 LOMA VISTA AVENUE (HP 16-0001) -

Request the City Council approve listing the structures on the City's Local Register and approve the CEQA Exemption.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2016-93

13. APPROVAL TO ACCEPT EMERGENCY SOLUTIONS GRANT FUNDS AND TO AMEND FISCAL YEAR 2015-2019 FIVE YEAR CONSOLIDATED PLAN AND FISCAL YEAR 2016-2017 ANNUAL ACTION PLAN -

Request City Council solicit and consider citizen input regarding the Emergency Solutions Grant (ESG) program; approve accepting ESG funds in the amount \$135,322 for Fiscal Year (FY) 2016-2017; approve a budget adjustment to FY 2016-2017 Community Development Block Grant (CDBG)

allocations in response to a recipient terminating their services in Escondido and reallocate the CDBG funds; approve accepting ESG funds; approve the ESG and CDBG budget; authorize the Assistant City Manager and City Clerk to execute contracts as appropriate; approve submittal of the amended FY 2016-2019 Consolidated Plan and the amended FY 2016-2017 One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) for the use of CDBG, HOME Investment Partnership (HOME), and ESG funds.

Staff Recommendation: **Approval (City Mangers' Office: Jay Petrek)**

A) RESOLUTION NO. 2016-100 B) RESOLUTION NO. 2016-103

CURRENT BUSINESS

14. **CONSULTING AGREEMENT FOR THE FIRST PHASE OF THE REDESIGN OF A MEMBRANE FILTRATION/REVERSE OSMOSIS FACILITY FOR TREATMENT OF RECYCLED WATER FOR AGRICULTURAL IRRIGATION -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black and Veatch Corporation in the amount of \$200,000 for engineering services for the first phase of the redesign of a Membrane Filtration and Reverse Osmosis facility at a new location.

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

RESOLUTION NO. 2016-108

FUTURE AGENDA

15. **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
July 27	-	-	No Meeting	-
August 3	-	-	No Meeting	-
August 10	-	-	No Meeting	-
August 17	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

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
June 22, 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, June 22, 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)

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Masson to recess to Closed Session. Motion carried unanimously.

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

- | | | |
|----|-----------------------------|--|
| a. | Property: | A parcel on the north side of West Valley Parkway between City Hall and the CCAE, APN 229-372-20 |
| | City Negotiator: | Graham Mitchell |
| | Negotiating Parties: | The City of Escondido and Craig Clark |
| | Under Negotiation: | Price and Terms of Agreement |
| | | |
| b. | Property: | Heritage Walk at Grape Day Park |
| | City Negotiator: | Debra Lundy, Real Property Negotiator |
| | Negotiating Parties: | Escondido History Center |
| | Under Negotiation: | Price and Terms of Agreement |
| | | |
| c. | Property: | City right-of-way adjacent to 1501 Auto Parkway |
| | City Negotiator: | Debra Lundy, Real Property Negotiator |
| | Negotiating Parties: | North County Kia |
| | Under Negotiation: | Price and Terms of Agreement |

II. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

- a. **Agency Negotiator:** Sheryl Bennett & Graham Mitchell
 Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit
- b. **Agency Negotiator:** Sheryl Bennett & Graham Mitchell
 Employee Organization: Non-Sworn Police Bargaining Unit
- c. **Agency Negotiator:** Sheryl Bennett & Graham Mitchell
 Employee Organization: Escondido City Employee Association:
 Administrative/Clerical/Engineering Bargaining Unit

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:33 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
June 22, 2016
4:30 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:35 p.m. on Wednesday, June 22, 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.

ATTENDANCE:

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

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

ORAL COMMUNICATIONS

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Morasco 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: Regular Meeting of June 8, 2016**

4. **FISCAL YEAR 2014 REGIONAL REALIGNMENT RESPONSE GRANT - ADDITIONAL FUNDS AND FUTURE BUDGET ADJUSTMENT -**

Request City Council approve accepting additional Fiscal Year 2014 Regional Realignment Response Grant funds; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve future budget adjustments needed to spend grant funds. (File No. 0480-70)

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

5. FIRST AMENDMENT TO THE PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR MEAL SERVICE -

Request City Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Redwood Senior Homes and Services Town Court to provide meals for the Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2016-2017 in the amount of \$129,050. (File No. 0600-10 [A-3154])

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

RESOLUTION NO. 2016-78

6. FIRST AMENDMENT TO THE PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR SENIOR TRANSPORTATION -

Request City Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Redwood Senior Homes and Services to provide transportation services for the Senior Nutrition Program in the amount of \$149,350. (File No. 0600-10 [A-3155])

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

RESOLUTION NO. 2016-79

7. FIFTH AMENDMENT TO THE COUNTY OF SAN DIEGO SENIOR NUTRITION SERVICES CONTRACT NO. 547766 -

Request City Council approve authorizing the Director of Library and Community Services to execute a Fifth Amendment to County Contract No. 547766, County of San Diego, Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program. (File No. 0145-20)

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

RESOLUTION NO. 2016-80

8. AWARD OF BID FOR LEGAL ADVERTISING FISCAL YEAR 2016-17 -

Request City Council approve awarding the bid for the City's legal advertising for a one-year period to The Daily Transcript. (File No. 0600-10 [A-3193])

Staff Recommendation: **Approval (City Clerk's Office: Diane Halverson)**

RESOLUTION NO. 2016-86

9. FIRST AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO EDUCATION COMPACT AT 220 SOUTH BROADWAY -

Request City Council approve authorizing the Real Property Manager and the City Clerk to execute a First Amendment to the Lease Agreement with Escondido Education Compact at 220 South Broadway. (File No. 0600-10 [A-3091])

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

RESOLUTION NO. 2016-87

10. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR JOHN MYERS -

Request City Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer John Myers. (File No. 0170-57)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

RESOLUTION NO. 2016-88

- 11. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR GARY CORREIAR -**
Request City Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Fire Battalion Chief Gary Correiar. (File No. 0170-57)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

RESOLUTION NO. 2016-89

- 12. APPROVAL OF CONSULTING SERVICES AGREEMENT EXTENSION WITH BLUE HERON CONSULTING TO COMPLETE THE CC&B (UTILITY BILLING) SOFTWARE UPGRADE AND BUDGET ADJUSTMENT -**

Request City Council approve to extend the project consulting services provided by Blue Heron Consulting in order to complete the Utility Billing Software upgrade with the cost of the additional services agreement not to exceed \$188,856 and for a period of up to eight weeks; authorize the Director of Utilities to execute necessary contracts to extend the upgrade; and approve a budget adjustment in the amount of \$188,860 to fund the extension of the project. (File No. 0600-10 [MISC])

Staff Recommendation: **Approval (Information Systems Department: Mark Becker and Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2016-91

- 13. EXTENSION OF TIME FOR TENTATIVE SUBDIVISION MAP 877 (SUB 16-0002) -**
Request City Council approve a three-year extension of time for a 13-lot single family residential subdivision map (TR 877) located at 1995 Bernardo Avenue. (File No. 0800-10)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2016-92

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.)

- 14. CONDITIONAL USE PERMIT, GENERAL PLAN AMENDMENT, ZONE CHANGE AND AMENDMENT TO THE ZONING CODE FOR THE HALE AVENUE RESOURCE RECOVERY FACILITY WASTEWATER COLLECTIONS YARD (PHG 15-0018 AND ENV 15-0008)**

Approved on June 15, 2016 with a vote of 5/0 (File No. 0800-40)

ORDINANCE NO. 2016-06 (Second Reading and Adoption)

PUBLIC HEARINGS

15. SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH -

Request City Council consider for approval the short-form rent increase application submitted by Carefree Ranch, and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 1.836 percent (an average of \$9.15) for the period of December 31, 2014 to December 31, 2015. (File No. 0697-20-10085)

Staff Recommendation: **Consider for Approval (Community Development Department: Bill Martin)**

RRB RESOLUTION NO. 2016-11

Karen Youel, Housing Manager, presented the staff report, utilizing a PowerPoint presentation.

Andrew Modglin, Code Enforcement, was available to answer questions.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way.

Jim Younce, Owners Representative, addressed park issues such as security, speeding vehicles and children in the park.

Wayne Louth, Resident Representative, noted residents' concerns in the park.

Mayor Abed asked if anyone else wanted to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

MOTION: Moved by Councilmember Gallo and seconded by Deputy Mayor Morasco to approve the short-form rent increase application submitted by Carefree Ranch, and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 1.836 percent (an average of \$9.15) for the period of December 31, 2014 to December 31, 2015 and adopt RRB Resolution No. 2016-11. Motion carried unanimously.

16. REPORT ON DRINKING WATER PUBLIC HEALTH GOALS -

Request City Council receive and file the Drinking Water Public Health Goals Report and receive public comments on the report. (File No. 1320-90)

Staff Recommendation: **Receive and File (Utilities Department: Christopher W. McKinney)**

Lori Roundtree, Deputy Director of Utilities, presented the staff report, utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

NO ACTION, INFORMATION ONLY.

FUTURE AGENDA

17. 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 Diaz reported on the North County Community Choice Energy exploratory meeting.

Councilmember Gallo reported that North County Transit District approved their operating budget.

Mayor Abed reported that Escondido is participating in six PACE programs that will help finance renewable energy; noted the Independence Day Celebration in Grape Day Park on July 4th.

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

Randall Roberts, Escondido, thanked Council and staff for researching alternative locations for the MF/RO facility; supports the goals of the project.

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:53 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: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Notice of Completion: Hale Avenue Resource Recovery Facility Influent Pump Station

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-95 authorizing the Director of Utilities to file a Notice of Completion for the Hale Avenue Resource Recovery Facility (HARRF) Influent Pump Station.

FISCAL ANALYSIS:

The Project was completed for \$10,174,193.35.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

N/A

PREVIOUS ACTION:

On October 17, 2012, Council adopted Resolution No. 2012-171 authorizing the award of a Public Improvement Agreement with TC Construction Company, Inc., in the amount of \$8,169,500 for the rehabilitation of the existing Influent Pump Station at the HARRF.

On March 25, 2015, Council adopted Resolution No. 2015-15 authorizing a first amendment to the contract with TC Construction Company, Inc., not to exceed \$1,931,579.

On September 23, 2015, Council adopted Resolution No. 2015-162 authorizing a second amendment to the contract with TC Construction Company, Inc., not to exceed \$75,000.

BACKGROUND:

The original HARRF Influent Pump Station (IPS) was built in 1973 and has undergone upgrades over the past 40 years. A design assessment of the original IPS and the primary conveyance pipeline which delivered influent to the headworks indicated a deteriorated facility and significant internal corrosion, thus increasing the probability of pump and pipeline failure; potentially resulting in significant, detrimental impacts from an operational and environmental stance.

July 20, 2016

Notice of Completion: Hale Avenue Resource Recovery Facility, Influent Pump Station

Page 2

Previously, the wastewater effluent from the Rancho Bernardo area of the City of San Diego flowed directly to the HARRF headworks, thus bypassing the screening process of the original IPS. The inability to screen San Diego's effluent increased HARRF operation's maintenance requirements.

The new IPS occupies the same footprint as the original station. It has replaced obsolete equipment including process controls and valves, deteriorated pumps, piping, electrical equipment, and other associated structures.

Replacing the original IPS with the new facility and providing the capability to process and screen San Diego's effluent has reduced HARRF operation's maintenance requirements, increased the redundancy in pump capacity, and improved the overall reliability of the pump station.

Respectfully submitted,

for 

Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2016-95

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DIRECTOR OF
UTILITIES TO FILE A NOTICE OF
COMPLETION FOR THE HALE AVENUE
RESOURCE RECOVERY FACILITY
INFLUENT PUMP STATION PROJECT

WHEREAS, the City Council of the City of Escondido authorized the award of a Public Improvement Agreement with TC Construction Company, Inc., on October 17, 2012, in the amount of \$8,169,500; and

WHEREAS, the City Council authorized an amendment to the Public Improvement Agreement with TC Construction Company on March 25, 2015, in the amount of \$1,931,579; and

WHEREAS, the City Council authorized a second amendment to the Public Improvement Agreement with TC Construction Company on September 23, 2015, in the amount of \$75,000; and

WHEREAS, the improvements to the Hale Avenue Resource Recovery Facility Influent Pump Station were completed by TC Construction Company, Inc.; and

WHEREAS, the City of Escondido Staff and the Director of Utilities deems the filing of the Notice of Completion to be valid and recommends approval; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the filing of the Notice of Completion;

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

1. That the above recitations are true and correct.
2. That the City Council accepts the recommendation of the Director of Utilities.
3. That the City Council hereby approves the request to file a Notice of Completion for the Hale Avenue Resource Recovery Facility Influent Pump Station project.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Annual Destruction of Records

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-98, authorizing the destruction of Police Department Records and City records as set forth in Exhibit "A" and Exhibit "B," which are attached to the Resolution, for the following departments and divisions: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Community Services, Employee Benefits, Engineering, Finance, Fire, HARRF, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities.

FISCAL ANALYSIS:

None

BACKGROUND:

The records identified for destruction are more than two years old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or any pending litigation or potential claim or litigation, are not required to be kept further by a statute and are no longer required by the City.

Authority to destroy these records is requested as provided by California Government Code Section 34090 et seq. Said records consist of documents identified in Exhibit "A" and Exhibit "B" attached to Resolution No. 2016-98. The Department Head and the City Attorney's office have reviewed the records for historical value and for compliance with the established retention requirements, and consent to their destruction.

Respectfully submitted,

Diane Halverson

Diane Halverson
City Clerk

RESOLUTION NO. 2016-98

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DESTRUCTION OF
CERTAIN POLICE DEPARTMENT RECORDS
AND CITY RECORDS

WHEREAS, the City Clerk of the City of Escondido has described and identified City records and Police Department records, which are more than two (2) years old that do not affect the title to real property or liens thereon, are not court records, are not required to be kept further by a statute and are no longer required by the City Clerk as listed in Exhibit "A" and Exhibit "B," and are of a classification qualifying for destruction in accordance with the provisions of Government Code Section 34090 et seq.; and

WHEREAS, the City Attorney consents to the destruction of the described records in the certification and application of the City Clerk as set forth in Exhibit "A" and Exhibit "B," which are attached to this Resolution and incorporated by this reference.

WHEREAS, once the destruction of records is complete, as set forth in Exhibits "A" and "B," the City Clerk is authorized to certify the destruction of records.

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

1. That the above recitations are true.
2. That the City Council finds that there is good cause to approve the destruction of the identified City records as set forth in Exhibit "A" and the identified Police Department records as set forth in Exhibit "B".

City of Escondido

Destruction Report - Exhibit A

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
City Attorney - 003					
7688	07688	0670-70 - Departmental Project Files	08/15/2015	11/25/2002	08/15/2008
7692	07692	0670-70 - Departmental Project Files	10/02/2015	10/17/1997	10/02/2008
Total For Dept:			2		
City Clerk - 004					
7704	07704	0640-10 - Statement of Economic Interests	01/06/2016	01/01/1992	01/06/2009
Total For Dept:			1		
City Attorney - 003					
7975	07975	0670-70 - Departmental Project Files	01/08/2016	06/23/2004	01/08/2009
8384	08384	0670-70 - Departmental Project Files	01/22/2016	03/21/2007	01/22/2009
Total For Dept:			2		
Code Enforcement - 250					
8388	08388	0480-35 - Business Licenses	09/30/2015	01/02/2007	09/30/2010
Total For Dept:			1		
Housing - 200.1					
8507	08507	0875-20 - Housing Rehabilitation	09/23/2013	01/14/1990	09/23/2009
Total For Dept:			1		
Utility Billing - 022.1					
8517	08517-BOX	0480-25 - Billings & Receipts	07/28/2014	06/03/2009	07/28/2009
8521	08521-BOX	0480-25 - Billings & Receipts	06/02/2014	04/15/2009	06/02/2009

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Utility Billing - 022.1					
Total For Dept:			2		
Purchasing - 022.4					
8772	08772	0470-25 - Purchase Orders	06/30/2014	07/01/2008	06/30/2009
8773	08773	0470-25 - Purchase Orders	06/30/2014	07/01/2008	06/30/2009
8774	08774	0470-25 - Purchase Orders	06/30/2014	07/01/2008	06/30/2009
8775	08775	0470-25 - Purchase Orders	06/30/2014	07/01/2008	06/30/2009
8776	08776	0470-25 - Purchase Orders	06/30/2014	07/01/2008	06/30/2009
8777	08777	0470-25 - Purchase Orders	06/30/2014	07/01/2008	06/30/2009
Total For Dept:			6		
City Attorney - 003					
8815	08815	0670-70 - Departmental Project Files	03/19/2016	01/20/1988	03/19/2009
8816	08816	0670-70 - Departmental Project Files	09/17/2015	08/09/1989	09/17/2008
Total For Dept:			2		
Code Enforcement - 250					
8874	08874	0480-35 - Business Licenses	09/28/2015	02/20/2008	09/28/2010
8932	08932	0480-35 - Business Licenses	11/30/2015	01/01/2008	11/30/2010
Total For Dept:			2		
Housing - 200.1					
9057	09057	0875-20 - Housing Rehabilitation	06/01/2014	11/07/1989	06/01/2010
Total For Dept:			1		
Code Enforcement - 250					
9059	09059	0480-35 - Business Licenses	09/30/2015	01/30/2008	09/30/2010
Total For Dept:			1		
Housing - 200.1					

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Housing - 200.1					
9116	09116	0875-14 - Senior Housing Program	12/20/2015	04/22/2002	12/20/2010
9117	09117	0875-14 - Senior Housing Program	11/30/2015	02/08/2000	11/30/2010
Total For Dept:			2		
Payroll - 022.3					
9179	09179	0450-55 - Leave Registers	12/31/2015	07/01/2010	12/31/2010
9224	09224-BOX	0450-14 - Direct Deposit Reports	12/31/2015	01/01/2010	12/31/2010
Total For Dept:			2		
Utility Billing - 022.1					
9323	09323-BOX	0480-25 - Billings & Receipts	11/29/2015	11/24/2010	11/29/2010
9324	09324-BOX	0480-25 - Billings & Receipts	02/15/2016	02/09/2011	02/15/2011
9325	09325-BOX	0480-25 - Billings & Receipts	02/08/2016	02/01/2011	02/08/2011
9326	09326-BOX	0480-25 - Billings & Receipts	12/20/2015	12/14/2010	12/20/2010
9327	09327-BOX	0480-25 - Billings & Receipts	11/09/2015	11/03/2010	11/09/2010
9328	09328-BOX	0480-25 - Billings & Receipts	10/14/2015	10/07/2010	10/14/2010
9329	09329-BOX	0480-25 - Billings & Receipts	10/21/2015	10/18/2010	10/21/2010
9330	09330-BOX	0480-25 - Billings & Receipts	01/25/2016	01/20/2011	01/25/2011
9331	09331-BOX	0480-25 - Billings & Receipts	12/21/2015	12/21/2010	12/21/2010
9333	09333-BOX	0480-25 - Billings & Receipts	01/19/2016	01/12/2011	01/19/2011
9334	09334-BOX	0480-25 - Billings & Receipts	11/02/2015	10/28/2010	11/02/2010
9335	09335-BOX	0480-25 - Billings & Receipts	01/11/2016	01/05/2011	01/11/2011
9337	09337-BOX	0480-25 - Billings & Receipts	10/27/2015	10/25/2010	10/27/2010
9339	09339-BOX	0480-25 - Billings & Receipts	01/04/2016	12/29/2010	01/04/2011
9341	09341-BOX	0480-25 - Billings & Receipts	11/23/2015	11/18/2010	11/23/2010
9352	09352-BOX	0480-25 - Billings & Receipts	11/17/2015	11/10/2010	11/17/2010
9355	09355-BOX	0480-25 - Billings & Receipts	09/07/2015	08/31/2010	09/07/2010
9367	09367-BOX	0480-25 - Billings & Receipts	09/20/2015	09/15/2010	09/20/2010
9368	09368-BOX	0480-25 - Billings & Receipts	08/10/2015	08/03/2010	08/10/2010
9369	09369-BOX	0480-25 - Billings & Receipts	03/16/2016	03/09/2011	03/16/2011
9371	09371-BOX	0480-25 - Billings & Receipts	01/31/2016	01/26/2011	01/31/2011
9372	09372-BOX	0480-25 - Billings & Receipts	12/28/2015	12/22/2010	12/28/2010
9373	09373-BOX	0480-25 - Billings & Receipts	10/06/2015	09/30/2010	10/06/2010

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Utility Billing - 022.1					
9375	09375-BOX	0480-25 - Billings & Receipts	12/13/2015	12/07/2010	12/13/2010
9376	09376-BOX	0480-25 - Billings & Receipts	09/29/2015	09/27/2010	09/29/2010
9378	09378-BOX	0480-25 - Billings & Receipts	08/30/2015	08/23/2010	08/30/2010
9379	09379-BOX	0480-25 - Billings & Receipts	03/01/2016	02/24/2011	03/01/2011
9381	09381-BOX	0480-25 - Billings & Receipts	08/19/2015	08/11/2010	08/19/2010
9382	09382-BOX	0480-25 - Billings & Receipts	12/06/2015	11/30/2010	12/06/2010
9383	09383-BOX	0480-25 - Billings & Receipts	08/02/2015	07/26/2010	08/02/2010
9384	09384-BOX	0480-25 - Billings & Receipts	02/23/2016	02/16/2011	02/23/2011
9387	09387-BOX	0480-25 - Billings & Receipts	09/23/2015	09/21/2010	09/23/2010
9388	09388-BOX	0480-25 - Billings & Receipts	03/08/2016	03/02/2011	03/08/2011
9389	09389-BOX	0480-25 - Billings & Receipts	09/14/2015	09/08/2010	09/14/2010
Total For Dept:			34		
Code Enforcement - 250					
9450	09450	0480-35 - Business Licenses	12/30/2015	04/12/2007	12/30/2010
Total For Dept:			1		
Risk Management - 024					
9536	09536-BOX	0110-20 - Departmental Reports & Studies	12/31/2015	01/01/2004	12/31/2010
Total For Dept:			1		
Code Enforcement - 250					
9548	09548	0480-35 - Business Licenses	12/31/2015	02/04/2009	12/31/2010
9549	09549	0480-35 - Business Licenses	12/31/2015	02/19/2009	12/31/2010
9550	09550	0480-35 - Business Licenses	12/31/2015	02/25/1986	12/31/2010
9587	09587	0480-35 - Business Licenses	12/31/2015	02/04/2009	12/31/2010
9588	09588	0480-35 - Business Licenses	12/31/2015	02/28/2009	12/31/2010
9589	09589	0480-35 - Business Licenses	12/31/2015	02/26/2009	12/31/2010
9625	09625	0480-35 - Business Licenses	12/31/2015	12/15/2008	12/31/2010
9626	09626	0480-35 - Business Licenses	12/31/2015	02/02/2009	12/31/2010
9627	09627	0480-35 - Business Licenses	12/31/2015	02/23/2009	12/31/2010
9658	09658	0480-35 - Business Licenses	12/31/2015	02/02/2009	12/31/2010

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Code Enforcement - 250.					
9659	09659	0480-35 - Business Licenses	12/31/2015	02/04/2009	12/31/2010
9660	09660	0480-35 - Business Licenses	12/31/2015	02/03/2009	12/31/2010
Total For Dept:			12		
Utility Billing - 022.1					
9698	09698-BOX	0480-25 - Billings & Receipts	06/01/2016	05/25/2011	06/01/2011
9704	09704-BOX	0480-25 - Billings & Receipts	06/21/2016	06/13/2011	06/21/2011
9709	09709-BOX	0480-25 - Billings & Receipts	05/05/2016	05/02/2011	05/05/2011
9710	09710-BOX	0480-25 - Billings & Receipts	04/14/2016	04/07/2011	04/14/2011
9711	09711-BOX	0480-25 - Billings & Receipts	05/16/2016	05/09/2011	05/16/2011
9714	09714-BOX	0480-25 - Billings & Receipts	05/24/2016	05/17/2011	05/24/2011
9716	09716-BOX	0480-25 - Billings & Receipts	06/09/2016	06/02/2011	06/09/2011
9719	09719-BOX	0480-31 - Credit Card Slips	09/04/2015	06/03/2008	09/04/2008
9720	09720-BOX	0480-25 - Billings & Receipts	04/21/2016	04/18/2011	04/21/2011
9722	09722-BOX	0480-25 - Billings & Receipts	04/06/2016	03/31/2011	04/06/2011
9724	09724-BOX	0480-25 - Billings & Receipts	04/28/2016	04/25/2011	04/28/2011
9731	09731-BOX	0480-31 - Credit Card Slips	04/29/2016	11/05/2008	04/29/2009
9735	09735-BOX	0480-25 - Billings & Receipts	03/30/2016	03/24/2011	03/30/2011
9739	09739-BOX	0480-31 - Credit Card Slips	12/31/2015	12/01/2007	12/31/2008
9741	09741-BOX	0480-25 - Billings & Receipts	03/23/2016	03/17/2011	03/23/2011
9748	09748-BOX	0400-75 - Utility Billing & Cashier Reports	05/03/2016	12/02/2008	05/03/2011
9749	09749-BOX	0400-75 - Utility Billing & Cashier Reports	09/30/2015	04/14/2009	09/30/2010
9751	09751-BOX	0480-25 - Billings & Receipts	12/13/2015	12/31/2008	12/13/2010
Total For Dept:			18		
Code Enforcement - 250					
9779	09779	0480-35 - Business Licenses	12/31/2015	02/13/2009	12/31/2010
9780	09780	0480-35 - Business Licenses	12/31/2015	02/18/2009	12/31/2010
9781	09781	0480-35 - Business Licenses	12/31/2015	01/26/2009	12/31/2010
Total For Dept:			3		

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Finance - 022					
9802	09802	0400-15 - Travel Expense Statements	06/30/2016	07/01/2010	06/30/2011
9803	09803	0400-15 - Travel Expense Statements	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			2		
Code Enforcement - 250					
9829	09829	0480-35 - Business Licenses	12/31/2015	01/29/2009	12/31/2010
9830	09830	0480-35 - Business Licenses	12/31/2015	02/17/2009	12/31/2010
9831	09831	0480-35 - Business Licenses	12/31/2015	02/28/2009	12/31/2010
9832	09832	0480-35 - Business Licenses	12/31/2015	01/28/2009	12/31/2010
9833	09833	0480-35 - Business Licenses	12/31/2015	02/17/2009	12/31/2010
9834	09834	0480-35 - Business Licenses	12/31/2015	02/25/2010	12/31/2010
Total For Dept:			6		
ROW Engineering - 402.3					
9845	09845	0690-20 - Disposal of Real Property, Active	10/02/2015	07/15/1965	10/02/2008
Total For Dept:			1		
Engineering - 402					
9936	09936	0450-20 - Time Cards	12/25/2015	12/27/2009	12/25/2010
Total For Dept:			1		
Housing - 200.1					
9988	09988	0875-20 - Housing Rehabilitation	09/29/2015	05/22/1995	09/29/2011
9989	09989	0873-01 - Funding Program HOMES	03/16/2016	10/22/1999	03/16/2011
9990	09990	0873-01 - Funding Program HOMES	03/15/2016	12/16/1997	03/15/2011
Total For Dept:			3		
Payroll - 022.3					
10041	10041	0450-20 - Time Cards	10/20/2015	08/08/2010	10/20/2010
10042	10042	0450-20 - Time Cards	08/07/2015	06/13/2010	08/07/2010
10044	10044	0450-20 - Time Cards	12/25/2015	11/28/2010	12/25/2010

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Payroll - 022.3					
10045	10045	0450-20 - Time Cards	11/27/2015	10/03/2010	11/27/2010
10064	10064	0450-10 - Individual Employee Payroll Files	12/30/2015	04/01/1975	12/30/2010
10065	10065	0450-10 - Individual Employee Payroll Files	12/30/2015	06/23/1975	12/30/2010
10066	10066	0450-10 - Individual Employee Payroll Files	12/24/2015	09/16/1981	12/24/2010
10067	10067	0450-10 - Individual Employee Payroll Files	12/28/2015	07/31/1987	12/28/2010
10068	10068	0450-10 - Individual Employee Payroll Files	12/31/2015	12/05/1985	12/31/2010
10069	10069	0450-10 - Individual Employee Payroll Files	12/30/2015	02/01/1980	12/30/2010
Total For Dept:			10		
HARRF - 411.2					
10118	10118-BOX	0470-10 - Accounts Payable	06/30/2016	07/01/2006	06/30/2011
Total For Dept:			1		
Accounts Payable - 022.2					
10120	10120-BOX	0470-10 - Accounts Payable	06/30/2016	06/24/2010	06/30/2011
10121	10121-BOX	0470-10 - Accounts Payable	01/23/2016	08/24/2010	01/23/2011
10122	10122-BOX	0470-10 - Accounts Payable	02/23/2016	12/24/2010	02/23/2011
10123	10123-BOX	0470-10 - Accounts Payable	12/23/2015	10/24/2010	12/23/2010
10124	10124-BOX	0470-10 - Accounts Payable	10/23/2015	08/24/2010	10/23/2010
10125	10125-BOX	0470-10 - Accounts Payable	06/23/2016	02/24/2011	06/23/2011
10141	10141	0470-10 - Accounts Payable	06/30/2016	04/01/2010	06/30/2011
10142	10142	0470-10 - Accounts Payable	12/31/2015	10/01/2010	12/31/2010
10143	10143	0470-10 - Accounts Payable	09/30/2015	07/01/2010	09/30/2010
10144	10144	0470-10 - Accounts Payable	03/31/2016	01/01/2011	03/31/2011
10146	10146	0470-10 - Accounts Payable	06/23/2016	01/24/2011	06/23/2011
10148	10148-BOX	0470-10 - Accounts Payable	01/31/2016	08/01/2010	01/31/2011
10150	10150	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10154	10154	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10155	10155	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10156	10156	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10157	10157	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10161	10161	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10162	10162	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Accounts Payable - 022.2					
10163	10163	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10164	10164	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10165	10165	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10166	10166	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10167	10167	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10168	10168	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10169	10169	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10170	10170	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10171	10171	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10172	10172	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10173	10173	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10174	10174	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10179	10179	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10180	10180	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10181	10181	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10182	10182	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10183	10183	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10184	10184-BOX	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10185	10185	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10186	10186	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10187	10187	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			40		
Purchasing - 022.4					
10188	10188	0470-25 - Purchase Orders	06/30/2015	07/01/2009	06/30/2010
10189	10189	0470-25 - Purchase Orders	06/30/2015	07/01/2009	06/30/2010
10190	10190	0470-25 - Purchase Orders	06/30/2016	07/01/2010	06/30/2011
10191	10191	0470-25 - Purchase Orders	06/30/2015	07/01/2009	06/30/2010
10193	10193	0470-25 - Purchase Orders	06/30/2015	07/01/2009	06/30/2010
Total For Dept:			5		
Accounts Payable - 022.2					
10194	10194	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Accounts Payable - 022.2					
10195	10195	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10196	10196	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10197	10197	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10198	10198-BOX	0470-10 - Accounts Payable	08/23/2015	04/24/2010	08/23/2010
10202	10202	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10203	10203	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10204	10204	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10205	10205	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			9		
Purchasing - 022.4					
10206	10206	0470-25 - Purchase Orders	06/30/2016	07/01/2010	06/30/2011
10207	10207	0470-25 - Purchase Orders	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			2		
Accounts Payable - 022.2					
10213	10213	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10216	10216	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10217	10217	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10218	10218	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10219	10219	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10220	10220	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10221	10221	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10222	10222	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10223	10223	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10224	10224	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10225	10225	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10226	10226	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10227	10227	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10228	10228	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10229	10229	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10230	10230	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10231	10231	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Accounts Payable - 022.2					
10232	10232	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10233	10233	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10234	10234	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10235	10235	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10236	10236	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10237	10237	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10238	10238	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10239	10239	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
10240	10240	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			26		
Finance - 022					
10292	10292	0480-15 - Daily Cash Receipts	09/22/2015	07/30/2002	09/22/2010
Total For Dept:			1		
Community Services - 101					
10309	10309	1140-10 - Recreation Classes	12/31/2015	01/01/2008	12/31/2012
Total For Dept:			1		
Finance - 022					
10457	10457-BOX	0480-10 - Accounts Receivable	06/30/2016	01/01/2011	06/30/2011
10460	10460-BOX	0480-10 - Accounts Receivable	12/31/2015	01/01/2010	12/31/2010
10491	10491-BOX	0480-10 - Accounts Receivable	01/10/2016	01/01/2006	01/10/2011
Total For Dept:			3		
Utility Billing - 022.1					
10585	10585-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2015	01/01/1999	12/31/2010
10586	10586-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2015	01/01/1999	12/31/2010
10623	10623-BOX	0480-31 - Credit Card Slips	12/30/2015	04/29/2008	12/30/2008
Total For Dept:			3		

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Finance - 022					
10631	10631-BOX	0480-10 - Accounts Receivable	10/12/2015	11/14/2005	10/12/2010
Total For Dept:			1		
Public Works - 889					
10709	10709-BOX	0450-20 - Time Cards	12/25/2015	05/16/2010	12/25/2010
Total For Dept:			1		
Treasurer - 005					
10748	10748	0420-38 - Checks, Stale-Dated	12/31/2013	01/01/2007	12/31/2008
Total For Dept:			1		
Finance - 022					
10751	10751	0480-15 - Daily Cash Receipts	08/16/2015	02/04/2010	08/16/2010
10752	10752	0480-15 - Daily Cash Receipts	03/01/2016	04/04/2010	03/01/2011
10753	10753	0480-15 - Daily Cash Receipts	10/20/2015	09/10/2009	10/20/2010
10754	10754	0480-15 - Daily Cash Receipts	03/07/2016	03/03/2009	03/07/2011
10755	10755	0480-15 - Daily Cash Receipts	10/19/2015	09/08/2009	10/19/2010
Total For Dept:			5		
Payroll - 022.3					
10796	10796	0450-55 - Leave Registers	06/30/2016	01/11/2011	06/30/2011
Total For Dept:			1		
Community Services - 101					
10838	10838-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10839	10839-BOX	1140-30 - After School Recreation Programs	12/17/2015	08/23/2010	12/17/2010
10840	10840-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10841	10841-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10844	10844-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10847	10847-BOX	1140-30 - After School Recreation Programs	12/17/2015	08/23/2010	12/17/2010
10850	10850-BOX	1140-30 - After School Recreation Programs	06/13/2016	01/31/2011	06/13/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Community Services - 101					
10857	10857-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10858	10858-BOX	1140-30 - After School Recreation Programs	06/13/2016	01/31/2011	06/13/2011
10861	10861-BOX	1140-30 - After School Recreation Programs	12/17/2015	08/23/2010	12/17/2010
10863	10863-BOX	1140-30 - After School Recreation Programs	01/28/2016	08/23/2010	01/28/2011
10865	10865-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10866	10866-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
10868	10868-BOX	1140-30 - After School Recreation Programs	01/28/2016	08/23/2010	01/28/2011
10872	10872-BOX	1140-30 - After School Recreation Programs	06/13/2016	01/03/2011	06/13/2011
10873	10873-BOX	1140-30 - After School Recreation Programs	04/13/2016	01/01/2011	04/13/2011
Total For Dept:			16		
Utility Billing - 022.1					
10886	10886-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2010	12/31/2010
10891	10891-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2010	12/31/2010
10894	10894-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2010	12/31/2010
10901	10901-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2010	12/31/2010
10902	10902-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2010	12/31/2010
10904	10904-BOX	0480-25 - Billings & Receipts	06/30/2016	06/22/2011	06/30/2011
10907	10907-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2010	12/31/2010
Total For Dept:			7		
Finance - 022					
10932	10932	0450-20 - Time Cards	04/16/2016	02/20/2010	04/16/2011
10934	10934	0450-20 - Time Cards	06/11/2016	04/17/2011	06/11/2011
10935	10935	0450-20 - Time Cards	02/19/2016	12/26/2010	02/19/2011
10936	10936	0470-10 - Accounts Payable	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			4		
Library - 104					
11024	11024-BOX	0480-15 - Daily Cash Receipts	03/31/2016	07/01/2010	03/31/2011
Total For Dept:			1		

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
HARRF - 411.2					
11036	11036	0470-11 - Accounts Payable Detailed Information	06/30/2014	07/01/2010	06/30/2012
Total For Dept:			1		
Treasurer - 005					
11041	11041	0420-60 - Banking Daily Worksheets	08/31/2015	07/01/2010	08/31/2010
11042	11042	0400-40 - Check Registers	10/31/2015	07/01/2010	10/31/2010
11043	11043	0420-60 - Banking Daily Worksheets	10/31/2015	09/01/2010	10/31/2010
11044	11044	0400-40 - Check Registers	02/28/2016	11/01/2010	02/28/2011
11045	11045	0420-30 - Bank Statements & Reconciliations	06/30/2016	07/01/2010	06/30/2011
11049	11049	0420-60 - Banking Daily Worksheets	12/31/2015	11/01/2010	12/31/2010
11050	11050	0420-60 - Banking Daily Worksheets	02/28/2016	01/01/2011	02/28/2011
11051	11051	0420-62 - Banking Cash Reconciliation Worksheets	12/31/2015	07/01/2010	12/31/2010
Total For Dept:			8		
Finance - 022					
11155	11155	0480-15 - Daily Cash Receipts	02/01/2016	01/03/2010	02/01/2011
11157	11157	0480-15 - Daily Cash Receipts	11/29/2015	05/06/2010	11/29/2010
11158	11158	0480-15 - Daily Cash Receipts	09/27/2015	03/20/2010	09/27/2010
Total For Dept:			3		
Community Services - 101					
11185	11185-BOX	1100-25 - Credit Vouchers	12/31/2015	01/01/2006	12/31/2012
Total For Dept:			1		
Finance - 022					
11206	11206	0480-10 - Accounts Receivable	12/31/2015	01/19/2000	12/31/2010
Total For Dept:			1		
Community Services - 101					
11241	11241-BOX	1130-20 - Adult Sports Activities	12/31/2015	01/01/2011	12/31/2012
11273	11273	1140-10 - Recreation Classes	12/01/2015	01/01/2010	12/01/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Community Services - 101					
11275	11275	1140-10 - Recreation Classes	03/01/2016	06/01/2011	03/01/2013
Total For Dept:			3		
Utility Billing - 022.1					
11279	11279-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2009	12/31/2010
Total For Dept:			1		
City Clerk - 004					
11298	11298-BOX	0670-65 - Public Records Requests	02/01/2015	11/01/2012	02/01/2013
11299	11299-BOX	0670-65 - Public Records Requests	04/12/2015	01/10/2013	04/12/2013
11301	11301-BOX	0670-65 - Public Records Requests	07/19/2015	05/01/2013	07/19/2013
Total For Dept:			3		
Finance - 022					
11314	11314	0480-15 - Daily Cash Receipts	03/28/2016	10/20/2010	03/28/2011
Total For Dept:			1		
Community Services - 101					
11334	11334-BOX	1140-10 - Recreation Classes	06/30/2016	04/01/2013	06/30/2013
11338	11338-BOX	1140-10 - Recreation Classes	06/30/2016	04/01/2013	06/30/2013
11341	11341-BOX	0450-20 - Time Cards	12/31/2015	08/01/2010	12/31/2010
11351	11351-BOX	1140-10 - Recreation Classes	06/30/2016	01/01/2013	06/30/2013
Total For Dept:			4		
Finance - 022					
11379	11379	0480-40 - Taxes	12/31/2014	07/24/2001	12/31/2009
11382	11382	0480-40 - Taxes	12/31/2013	11/08/1992	12/31/2008
11383	11383	0480-40 - Taxes	12/31/2012	09/23/1986	12/31/2007
Total For Dept:			3		

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Planning - 200					
11454	11454	0730-40 - Departmental Personnel Files	03/02/2014	01/22/1990	03/02/2009
Total For Dept:			1		
Engineering - 402					
11477	11477	0105-10 - Correspondence	12/31/2015	01/01/2012	12/31/2012
Total For Dept:			1		
City Clerk - 004					
11514	11514-BOX	0670-65 - Public Records Requests	07/01/2015	05/01/2013	07/01/2013
11515	11515-BOX	0670-65 - Public Records Requests	09/26/2015	07/22/2013	09/26/2013
Total For Dept:			2		
Utility Billing - 022.1					
11563	11563-BOX	1320-36 - Water Service Information	12/31/2015	01/01/2011	12/31/2011
11564	11564-BOX	1320-36 - Water Service Information	12/31/2015	01/01/2011	12/31/2011
11566	11566-BOX	1320-36 - Water Service Information	12/31/2015	01/01/2011	12/31/2011
11568	11568-BOX	1320-36 - Water Service Information	12/31/2015	01/01/2011	12/31/2011
Total For Dept:			4		
Public Works - 889					
11609	11609-BOX	0450-20 - Time Cards	10/16/2015	07/25/2010	10/16/2010
11610	11610-BOX	0450-20 - Time Cards	12/25/2015	10/17/2010	12/25/2010
11614	11614-BOX	0450-20 - Time Cards	05/28/2016	03/06/2011	05/28/2011
11616	11616-BOX	0450-20 - Time Cards	03/05/2016	12/26/2010	03/05/2011
Total For Dept:			4		
Treasurer - 005					
11661	11661-BOX	0420-60 - Banking Daily Worksheets	04/30/2016	04/01/2011	04/30/2011
11667	11667-BOX	0420-60 - Banking Daily Worksheets	03/31/2016	03/01/2011	03/31/2011
11670	11670-BOX	0420-60 - Banking Daily Worksheets	06/30/2016	06/01/2001	06/30/2011
11671	11671-BOX	0420-60 - Banking Daily Worksheets	05/31/2016	05/01/2011	05/31/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Treasurer - 005					
Total For Dept:			4		
Community Services - 101					
11681	11681-BOX	1140-10 - Recreation Classes	08/31/2015	06/01/2012	08/31/2012
11682	11682-BOX	1140-30 - After School Recreation Programs	12/31/2015	01/01/2009	12/31/2010
11689	11689-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2011	12/31/2012
Total For Dept:			3		
City Manager - 002					
11739	11739-BOX	1220-20 - Video Tapes of City Council Meetings	12/31/2010	01/01/2005	12/31/2005
11740	11740-BOX	1220-20 - Video Tapes of City Council Meetings	12/31/2014	01/01/2008	12/31/2009
Total For Dept:			2		
Treasurer - 005					
11746	11746	0420-62 - Banking Cash Reconciliation Worksheets	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			1		
HARRF - 411.2					
11767	11767-BOX	0450-20 - Time Cards	06/30/2016	12/27/2009	06/30/2011
Total For Dept:			1		
City Clerk - 004					
11862	11862-BOX	0650-20 - Election Initiatives	04/14/2014	04/17/2013	08/14/2013
11863	11863-BOX	0650-20 - Election Initiatives	04/14/2014	04/17/2013	08/14/2013
11864	11864-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11865	11865-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11866	11866-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11867	11867-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11868	11868-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11869	11869-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11870	11870-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
City Clerk - 004					
11871	11871-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
11872	11872-BOX	0650-20 - Election Initiatives	03/23/2015	03/20/2014	07/23/2014
Total For Dept:			11		
Utility Billing - 022.1					
12068	12068-BOX	1320-32 - Meter Reads	12/31/2015	07/01/2011	12/31/2011
Total For Dept:			1		
Finance - 022					
12116	12116	0480-15 - Daily Cash Receipts	02/28/2016	03/01/2010	02/28/2011
12117	12117	0480-40 - Taxes	06/30/2016	07/01/2010	06/30/2011
Total For Dept:			2		
Community Services - 101					
12185	12185-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/1998	12/31/2012
12186	12186-BOX	0600-12 - Community Service Agreements, Instructors	12/31/2015	01/01/2001	12/31/2012
12187	12187-BOX	0600-12 - Community Service Agreements, Instructors	12/31/2015	01/01/2001	12/31/2012
12188	12188-BOX	0600-12 - Community Service Agreements, Instructors	12/31/2015	01/01/2001	12/31/2012
Total For Dept:			4		
Library - 104					
12214	12214-BOX	1220-20 - Video Tapes of City Council Meetings	08/19/2014	12/03/2008	08/19/2009
Total For Dept:			1		
Community Services - 101					
12263	12263-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2012	12/31/2012
12264	12264-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2011	12/31/2012
12265	12265-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2012	12/31/2012
12266	12266-BOX	1130-20 - Adult Sports Activities	12/31/2015	01/01/2012	12/31/2012
12267	12267-BOX	1130-20 - Adult Sports Activities	12/31/2015	01/01/2012	12/31/2012
12268	12268-BOX	0900-20 - Facility Use/Permits/Insurance Binders	12/31/2015	01/01/2011	12/31/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Community Services - 101					
12269	12269-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2009	12/31/2012
12270	12270-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2011	12/31/2012
12271	12271-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2012	12/31/2012
12272	12272-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2012	12/31/2012
12273	12273-BOX	1140-10 - Recreation Classes	12/31/2015	01/01/2012	12/31/2012
Total For Dept:			11		
Planning - 200					
12274	12274-BOX	0105-10 - Correspondence	01/07/2012	12/27/2000	01/07/2009
Total For Dept:			1		
City Manager - 002					
12312	12312-BOX	1220-20 - Video Tapes of City Council Meetings	12/31/1998	01/01/1988	12/31/1993
12313	12313-BOX	1220-20 - Video Tapes of City Council Meetings	12/31/1996	01/01/1988	12/31/1991
Total For Dept:			2		
Utility Billing - 022.1					
12336	12336-BOX	0480-20 - Billing & Service Request	12/31/2015	01/01/2008	12/31/2010
12337	12337-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2015	03/16/2010	12/31/2010
Total For Dept:			2		
Planning - 200					
12343	12343-BOX	0100-26 - Comment Cards (Customer)	06/01/2014	04/18/2003	06/01/2011
Total For Dept:			1		
Community Services - 101					
12355	12355-BOX	1130-30 - Youth Sports Activities	12/31/2015	01/01/2011	12/31/2012
Total For Dept:			1		
Fire - 600					

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Fire - 600					
12413	12413-BOX	0450-20 - Time Cards	12/31/2015	01/01/2009	12/31/2010
Total For Dept:			1		
Human Resources - 023					
12455	12455	0750-70 - Eligibility Lists	09/30/2015	11/01/2011	09/30/2012
12457	12457	0750-70 - Eligibility Lists	11/30/2015	07/01/2011	11/30/2012
12459	12459	0750-70 - Eligibility Lists	09/30/2015	05/01/2011	09/30/2012
Total For Dept:			3		
Community Services - 101					
12477	12477	1140-10 - Recreation Classes	04/30/2016	01/01/2013	04/30/2013
Total For Dept:			1		
Police - 500					
12506	12506	0450-20 - Time Cards	10/02/2015	06/27/2010	10/02/2010
12507	12507	0450-20 - Time Cards	12/25/2015	10/03/2010	12/25/2010
12508	12508	0450-20 - Time Cards	04/02/2016	12/26/2010	04/02/2011
12509	12509	0450-20 - Time Cards	06/25/2016	04/03/2011	06/25/2011
Total For Dept:			4		
Housing - 200.1					
12523	12523	0875-20 - Housing Rehabilitation	06/14/2016	07/14/2004	06/14/2012
1083017		0875-20 - Housing Rehabilitation	06/27/2016	08/28/1989	06/27/2012
1083019		0875-20 - Housing Rehabilitation	06/01/2016	03/20/2007	06/01/2012
1083020		0875-20 - Housing Rehabilitation	02/29/2016	11/18/1989	02/29/2012
1083053		0875-31 - The Views Mobile Home Park	03/22/2016	07/01/1991	03/22/2011
Total For Dept:			5		
Community Services - 101					
1083093		1100-15 - Site Supervisors Incident Reports	06/30/2016	08/01/2012	06/30/2013
1083095		1100-15 - Site Supervisors Incident Reports	06/30/2015	08/01/2007	06/30/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Community Services - 101					
Total For Dept:			2		
Housing - 200.1					
1083123		0875-14 - Senior Housing Program	05/15/2007	01/27/1987	05/15/2002
Total For Dept:			1		
Finance - 022					
1083127		0400-30 - Fixed Assets	06/30/2010	07/01/2007	06/30/2008
1083128		0400-30 - Fixed Assets	06/30/2011	07/01/2008	06/30/2009
1083129		0400-30 - Fixed Assets	06/30/2012	07/01/2009	06/30/2010
Total For Dept:			3		
City Attorney - 003					
1083153		0170-11 - Claims Against the City - Rejected	07/02/2015	07/24/2012	07/02/2013
1083162		0170-11 - Claims Against the City - Rejected	09/25/2015	11/19/2012	09/25/2013
Total For Dept:			2		
Finance - 022					
1083172		0400-30 - Fixed Assets	06/30/2013	07/01/2010	06/30/2011
1083173		0400-30 - Fixed Assets	06/30/2014	07/01/2011	06/30/2012
1083174		0400-30 - Fixed Assets	06/30/2015	07/01/2012	06/30/2013
1083231		0480-15 - Daily Cash Receipts	12/31/2014	09/01/2009	12/31/2009
1083232		0480-15 - Daily Cash Receipts	12/31/2013	08/18/2008	12/31/2008
1083233		0480-15 - Daily Cash Receipts	08/31/2014	08/26/2008	08/31/2009
Total For Dept:			6		
Employee Benefits - 023.1					
1083309		0720-24 - Benefit File	12/29/2015	06/02/1978	12/29/2012
1083312		0720-24 - Benefit File	12/29/2015	12/01/1978	12/29/2012
1083313		0720-24 - Benefit File	12/29/2015	05/13/1985	12/29/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
Employee Benefits - 023.1					
Total For Dept:			3		
City Attorney - 003					
1083348		0170-11 - Claims Against the City - Rejected	01/16/2016	03/13/2013	01/16/2014
1083392		0170-11 - Claims Against the City - Rejected	02/20/2016	07/05/2013	02/20/2014
Total For Dept:			2		
Payroll - 022.3					
1083416		0450-58 - W-2's	12/31/2015	01/01/2010	12/31/2010
1083417		0460-10 - Deferred Compensation Reports	12/20/2014	12/23/2012	12/20/2014
Total For Dept:			2		
City Attorney - 003					
1083430		0170-11 - Claims Against the City - Rejected	12/13/2015	06/15/2012	12/13/2013
Total For Dept:			1		
City Manager - 002					
1083490		1220-20 - Video Recordings of City Council Meetings	09/20/2006	05/01/1993	09/20/2000
1083495		1220-20 - Video Recordings of City Council Meetings	07/08/2005	01/01/1983	07/08/1999
1083496		1220-20 - Video Recordings of City Council Meetings	02/10/2010	01/01/1990	02/10/2004
1083497		1220-20 - Video Recordings of City Council Meetings	11/13/2008	01/01/1989	11/13/2002
1083499		1220-20 - Video Recordings of City Council Meetings	12/31/1999	01/01/1991	12/31/1993
Total For Dept:			5		
Fire - 600					
1083521		0670-65 - Public Records Requests	03/15/2015	01/01/2010	03/15/2013
Total For Dept:			1		
City Manager - 002					
1083523		1220-20 - Video Recordings of City Council Meetings	12/31/2015	01/01/2002	12/31/2009

7/7/2016 11:26:35 AM

Page 21 of 22

Box Number	User Box Number Box Description	Record Series Title	Box Destruct	Box From Date	Box To Date
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City Manager - 002

Total For Dept: 1

Count: 377

I hereby certify that pursuant to the foregoing authority, the above-described records were destroyed on _____.

_____	_____	_____
Name	Title	Date



CITY OF ESCONDIDO
DESTRUCTION OF PUBLIC RECORDS

I hereby certify that: the records listed below are more than two (2) years old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or any pending litigation or potential claim or litigation, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to destroy same pursuant to Sections 34090 et seq., of the Government Code of California.

The following records may be destroyed, after approval by City Council, as specified by Government Codes 34090 et seq. Records in Category A qualify for destruction by being not less than two years old. Records in Category B qualify for destruction by being not less than three years old. Records in Category C qualify for destruction by being not less than four years old. Records in Category D qualify for destruction by being not less than five years old. Records in Category E qualify for destruction by being not less than five years old, which contain Internal Affairs investigations of both citizen and internal complaints. Records in Category F qualify for destruction by being not less than seven years old.

A handwritten signature in cursive script, likely belonging to the Department Head.

Department Head

Police Department

Department

6-15-16

Date

I have reviewed the above-described records for historical value and for compliance with the established retention requirements, and I consent to their destruction.

A handwritten signature in cursive script, likely belonging to the City Attorney.

City Attorney

6-27-16

Date

I hereby certify that pursuant to the foregoing authority, the above-described records were destroyed on

_____.

Name

Title

Date

CITY OF ESCONDIDO DESTRUCTION OF PUBLIC RECORDS

A. Records in Category A qualify for destruction by being not less than two years old.

1. Records of telephone and radio communications recorded in the normal course of business on a daily basis (where such recordings are not evidence in any claim file or any pending litigation or potential claim or litigation);
2. Auction Records;
3. Death Reports, where there are natural causes involved and the investigation has been closed;
4. Lost and Found property reports where the items referred to have either not been located or have been otherwise disposed of according to law;
5. Impounded and stored property reports, including abated vehicle reports, where items referred to have been released or otherwise disposed of according to law;
6. Missing persons and runaway juvenile reports where the persons referred to have been returned or been found;
7. Officer reports not associated with a crime report and where other considerations do not warrant retention of documents;
8. Demands for payment;
9. Records of purchases;
10. Parking citations, traffic citation court lists, voided citation logs, and traffic citations not associated with an arrest;
11. Field Interview forms;
12. Dispatch complaints;
13. Outside requests for statistical information and surveys;
14. Police vehicle assignment log, licenses, & registration renewal
15. Command Van equipment and repairs, driver and schedule
16. Police Quarterly Newsletter;
17. Police statistics and surveys, request for departmental information;
18. Police Reserve applications and background information for non-hires.

B. Records in Category B qualify for destruction by being not less than three years old.

1. Massage, Bingo Secondhand dealer, Pawnbroker, Alternative Healthcare, and Holistic Healthcare licenses that have been inactive for three years;
2. Canine bite reports;
3. False alarm appeals;
4. Bicycle school reports and lists;
5. Chaplaincy Program applications, meeting minutes, and training;
6. Citizen patrol reports and organizational information;
7. Awareness Academy;
8. Community Work Service Program;
9. Watch Commander Arrest Logs;
10. Explorer events, Cadet Records.

CITY OF ESCONDIDO DESTRUCTION OF PUBLIC RECORDS

C. Records in Category C qualify for destruction by being not less than four years old.

1. Misdemeanor arrest, crime and investigative reports, in which the time periods set forth by the court for probation or jail terms have expired and the individual involved is not the subject of any pending investigations;
2. Property logs;
3. Traffic accident reports and related material which do not involve pending litigation of which the Department has been notified;
4. Officer Daily Reports;
5. Civil Disturbances, Riot Reports;
6. Juvenile Detention logs and correspondence;
7. Sobering Center reports and correspondence.

D. Records in Category D qualify for destruction by being not less than five years old.

1. Citizen complaints of misconduct relating to members of the Department and the investigation reports associated with those complaints;
2. Arrest records of juveniles order sealed by the court;
3. Towing Services application, appeals correspondence, and contracts;
4. Police After Action reports & Investigations, DUI checkpoints and grant related activities;
5. Bicycle Licenses and Registrations;
6. COPPS referrals and reports regarding projects and programs.

E. Records in Category E qualify for destruction by being not less than five years old, which contain Internal Affairs investigations of both citizen and internal complaints.

- | | | |
|---------------|---------------|---------------|
| 1. 2010-01-E | 14. 2010-16-E | 27. 2010-29-I |
| 2. 2010-02-E | 15. 2010-17-I | 28. 2010-30-E |
| 3. 2010-03-E | 16. 2010-18-E | 29. 2010-31-E |
| 4. 2010-04-E | 17. 2010-19-I | |
| 5. 2010-05-I | 18. 2010-20-E | |
| 6. 2010-07-E | 19. 2010-21-E | |
| 7. 2010-08-E | 20. 2010-22-I | |
| 8. 2010-09-E | 21. 2010-23-E | |
| 9. 2010-10-E | 22. 2010-24-E | |
| 10. 2010-12-I | 23. 2010-25-E | |
| 11. 2010-13-I | 24. 2010-26-E | |
| 12. 2010-14-E | 25. 2010-27-E | |
| 13. 2010-15-I | 26. 2010-28-E | |

**CITY OF ESCONDIDO
DESTRUCTION OF PUBLIC RECORDS**

F. Records in Category F qualify for destruction by being not less than seven years old.

1. Daily Watch Logs/Resumes;
2. Felony arrests, crime and investigative records where the suspect is no longer in custody, imprisoned, on probation or parole, nor the subject of any active investigation;
3. Inactive personnel files for employees separated from the Department in excess of seven years and where the Department has not received any requests for information from those files in that time period;
4. Traffic accident reports involving a death where the Department has not been notified of any pending litigation;
5. Asset Forfeiture reports of acquisition and disposition of seized property;
6. Drug Enforcement Administration reports and task force information;
7. Emergency Operations Center, Disaster Preparedness Manual;
8. Shooting Board of Review board meeting reports.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. **2016-99**

File No. **ENV16-0003**

Ord No. _____

Agenda Item No.: 6

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Adoption of a Mitigated Negative Declaration for Amber Lane Single-Family Residential Lot Development (ENV16-0003)

STAFF RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2016-99, adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program prepared for the Amber Lane Residential Development. The Final MND can be viewed on the City's Web Site at: <https://www.escondido.org/Data/Sites/1/media/PDFs/planning/amberlane/FinalMNDAmberLane.pdf>.

PROJECT DESCRIPTION:

The proposed project involves a grading permit to facilitate the construction of one single-family residence on the subject parcel totaling 0.93-acres. This environmental review is necessary because the parcel contains Diegan Coastal Sage Scrub habitat totaling 0.46-acres that would be impacted by the development. Mitigation measures are necessary to offset the removal of the 0.46-acres of habitat at a 2:1 ratio. The grading design includes a combination of cut and fill slopes, and retaining walls. The entire site would need to be cleared to provide appropriate fire clearance areas because the site is located within a Very High Fire Zone. Grading includes approximately 1,977 cubic yards of cut, 1,474 cubic yards of fill and 503 cubic yards of export. Building plans for the subject lot have been submitted and are proposing a two-story residence with an attached garage.

PROJECT LOCATION:

The subject parcel (0.93-ac.) is located towards the eastern terminus of Amber Lane, north of Wildflower Place, east of Interstate 15 and Center City Parkway, addressed as 2419 Amber Lane (APN 224-240-15). The parcel is undeveloped, but Amber Lane along the frontage of the parcel has been improved with curb and gutter, with an asphalt roadway surface (20 feet in width). Amber Lane terminates with a cul-de-sac at the western side of the parcel.

BACKGROUND:

The subject lot (Lot 4 of Map No. 16032) was created in 1990 with the recordation of Tentative Parcel Map 8429 (4-lot parcel map). A Vegetation Removal Permit (City File No. 2003-02-VRP) in conjunction with a 4(d) Habitat Loss Permit was approved in 2003 to allow the removal of 0.17 acres of unoccupied sage scrub habitat to facilitate the construction of the approximately 400-foot-long, 40-foot-wide private access driveway (extension of Amber Lane, 20' paved) to support the future development of the subject lots. The VRP also include on-site cut slopes associated with the roadway/driveway improvement. Mitigation Measures for the removal of the habitat consisted of the purchase of 0.17 acres (1:1 ratio) City of Escondido Daley Ranch Conservation Bank Credits.

Although the 4(d) Habitat Loss Permit process no longer is in effect, mitigation is still required for the proposed removal of sage scrub associated with the construction of the residence.

FISCAL ANALYSIS:

None

GENERAL PLAN:

The General Plan land-use designation for subject parcels is Rural 2 with an underlying zoning designation of RE-80 (Residential Estate, 80,000 SF min. lot size). Development of the parcel with one single-family residential home would be consistent with the General Plan land-use designation.

ENVIRONMENTAL REVIEW:

A Draft Mitigated Negative Declaration (MND) was issued on June 20, 2016. The public review and comment period for the MND ran from June 22, 2016 to July 11, 2016 for the project in accordance with the California Environmental Quality Act (CEQA). The MND identified impacts related to biological resources and tribal cultural resources that may be potentially significant, but associated mitigation and avoidance measures would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant. The developer is required to purchase 0.92 acres of mitigation credits of Chaparral and unoccupied Sage Scrub habitat at an appropriate conservation bank. The City has concluded necessary consultation with the Native American Tribes in accordance with Assembly Bill 52. The San Luis Rey Band felt the project could have the potential for cultural resources, and recommended their interest to provide monitoring of the site during grading activities. Tribal Cultural monitoring will be required as mitigation to reduce to a less-than significant level potential impacts to any tribal cultural resources.

PUBLIC COMMENT:

Staff has received no written correspondence or telephone calls regarding the Draft Mitigated Negative Declaration (MND).

SUMMARY:

Adoption of the Final Mitigated Negative Declaration (MND) would allow the developer to finalize the grading and landscape plans for the project, and complete any necessary mitigation measures. However, grading of the lots would not be allowed (issuance of the grading permit) until building plans for the home are submitted and approved, which ensures that all storm water measures and landscape improvements are secured and properly maintained.

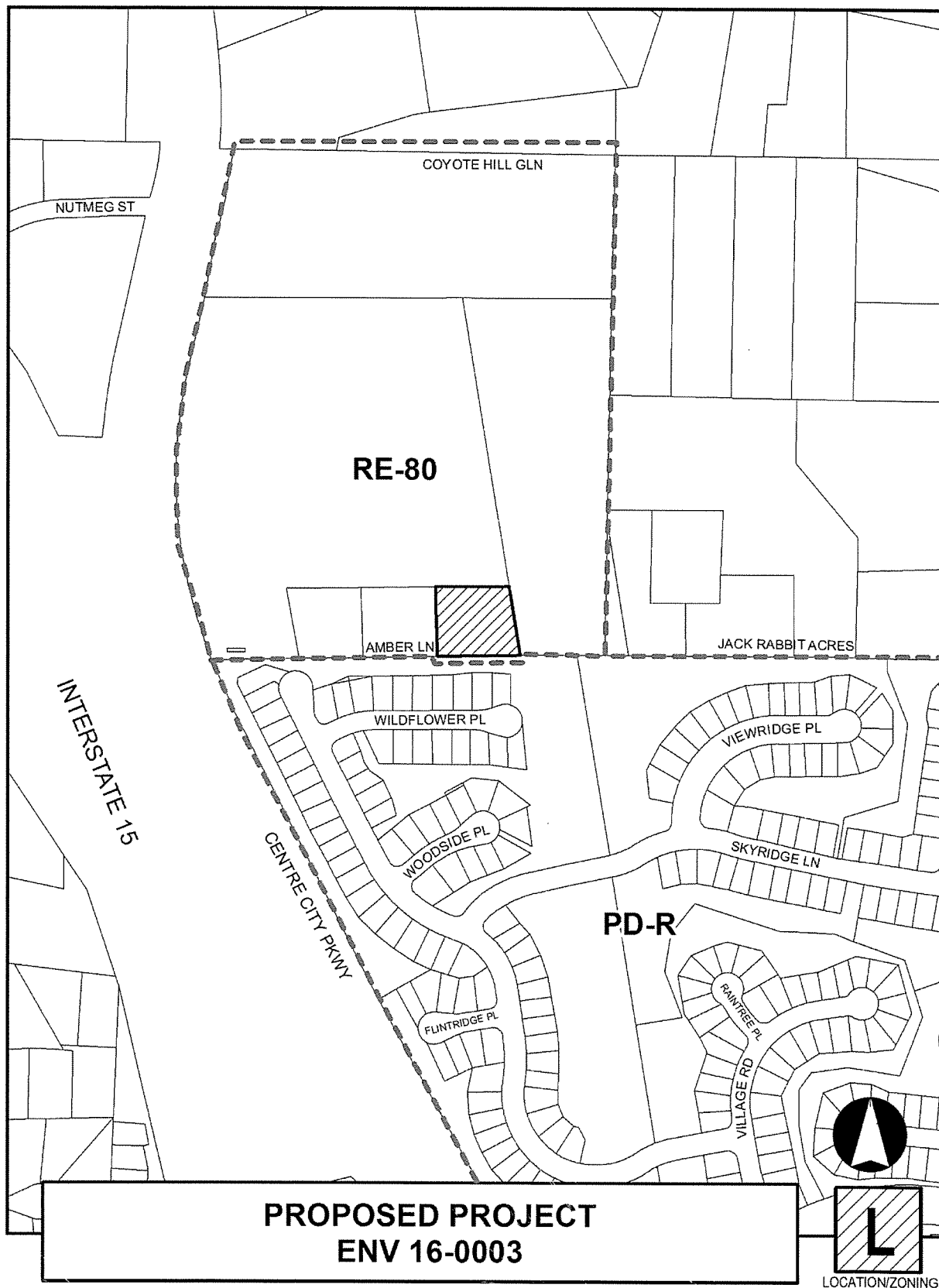
Respectfully Submitted,

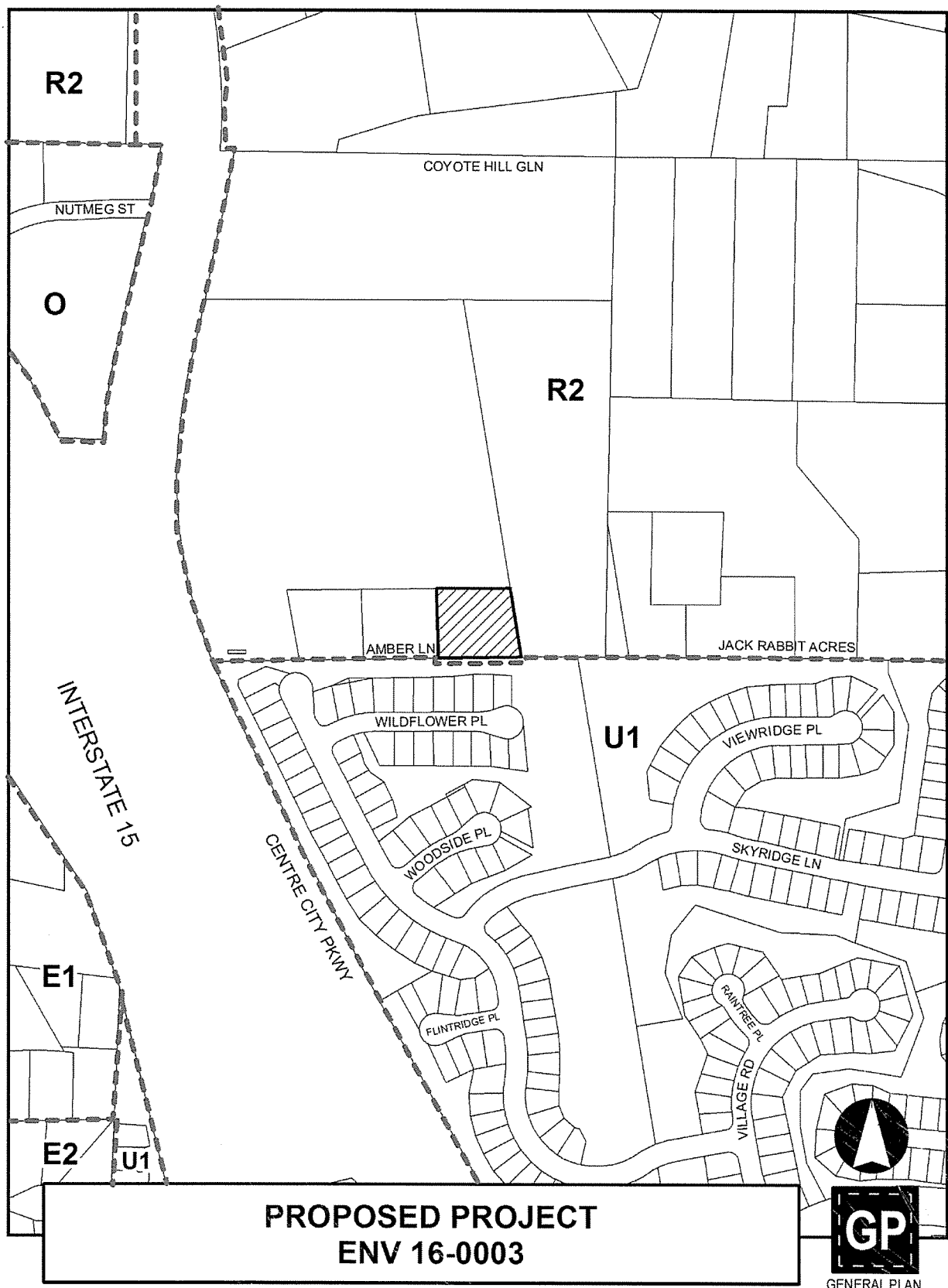


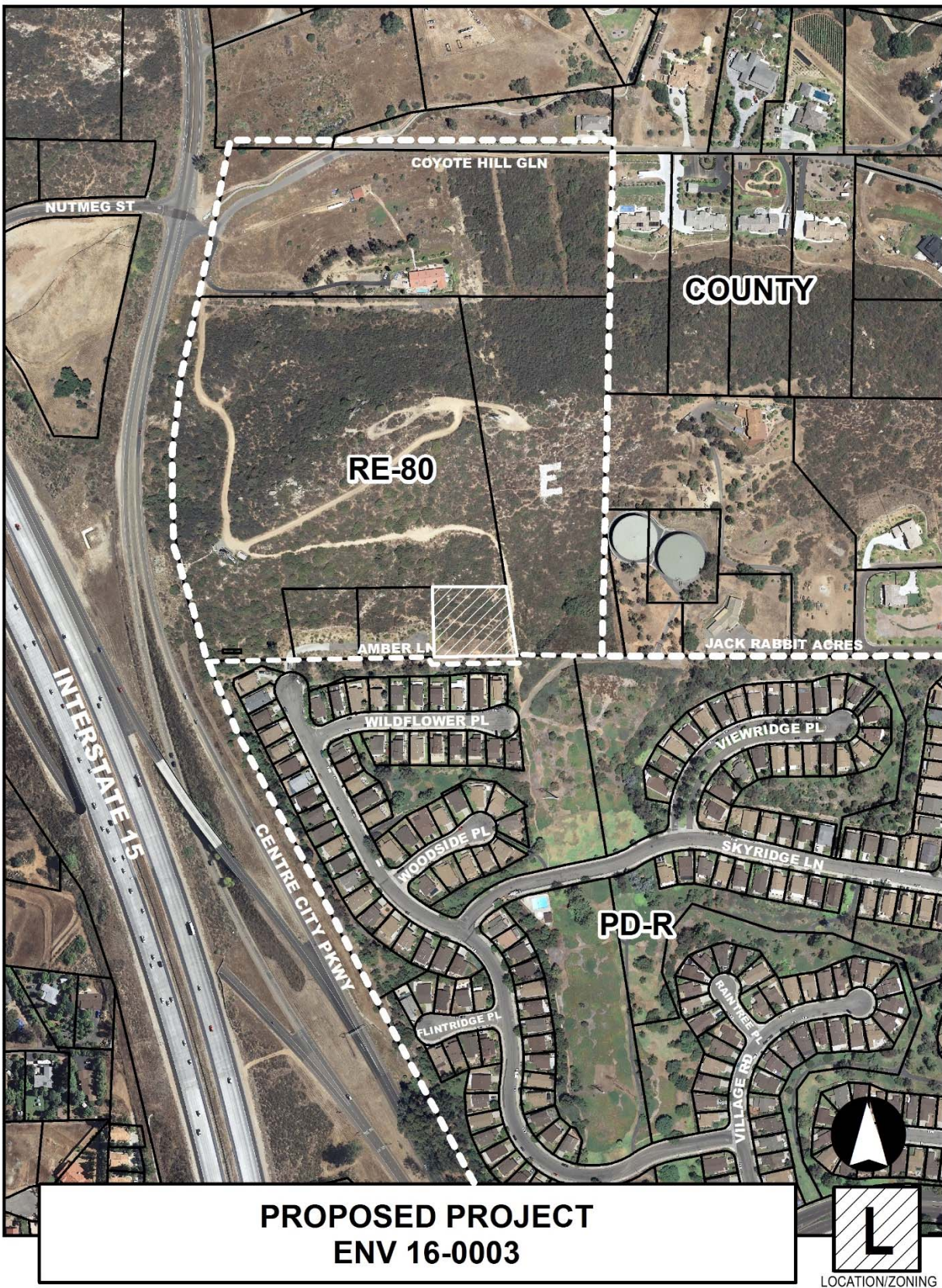
Bill Martin
Director of Community Development



Darren Parker
Assistant Planner II







RESOLUTION NO. 2016-99

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE FINAL MITIGATED
NEGATIVE DECLARATION, CEQA FINDINGS
AND MITIGATION MONITORING AND
REPORTING PROGRAM FOR THE AMBER
LANE RESIDENTIAL DEVELOPMENT**

Planning Case No.: ENV 16-0003

WHEREAS, the property owner of one single-family residential lot (Lot 4 of Map No. 16032), addressed as 2419 Amber Lane, submitted a grading plan to facilitate the development of a single-family residential home on the lot; and

WHEREAS, the City Council of the City of Escondido as the lead agency under the California Environmental Quality Act ("CEQA") is responsible for adoption of the Mitigated Negative Declaration; and

WHEREAS, a Mitigated Negative Declaration (City File No. ENV16-0003) was prepared and issued to evaluate project-related impacts and identify mitigation measures in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Escondido did on July 20, 2016, hold a public meeting to consider the proposed project and adoption of the Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the City Council has reviewed and considered the Final Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program prepared for the project, and has determined that it adequately addresses all environmental issues associated with the project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest to adopt the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

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 has considered the Mitigated Negative Declaration.
3. That the findings of this review indicate that the Initial Study identified effects related to biological resources and tribal cultural resources that might be potentially significant, but revisions in the project plans and/or mitigation and avoidance/minimization measures agreed to by the project applicant would provide mitigation to a point where potential impacts are reduced to less than a significant level. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, or cause the fish or wildlife population to drop below self-sustaining levels. The project would not threaten to eliminate a plant or animal community or substantially reduce the number or restrict the range of a rare or endangered plant or animal. The project would not eliminate important examples of the major periods of California history or prehistory. The project would not materially degrade levels of service of the adjacent streets, intersections, or utilities. The project would not have impacts that are cumulatively considerable, and would not have effects that would cause substantial adverse effects on human beings, either directly or indirectly. Therefore, the proposed project would not have a significant individual or cumulative impact on the environment.

4. That the bulk, scale, density and overall character of the proposed development is compatible with the surrounding neighborhood and with the natural, cultural, scenic and open space resources of the area. The proposed development respects and preserves the natural landform, vegetation, and wildlife of the project site, and any potential impacts to sensitive/protected vegetation communities and wildlife are properly mitigated. The development does not substantially alter the natural appearance and land form of the hillside and ridges, and the location and design of the proposed development will protect the safety of current and future residents, and will not create a significant threat to life and property due to slope instability, fire, flood, mud flow, erosion or other hazards. All grading associated with the project has been minimized to the extent possible, preserving the character of the property while utilizing appropriate erosion control practices.

5. That the Mitigation Monitoring and Reporting Program, attached as Exhibit "A" and incorporated by this reference, addresses mitigation for potential project-related impacts and the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

6. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the findings and applicable law, the City Council finds that the project is consistent with the General Plan and adopts the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.



City of Escondido
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

ATTACHMENT "A"
MITIGATION MONITORING REPORT
CASE No: ENV16-0003 & GP16-001

PROJECT NAME: Mitigated Negative Declaration

PROJECT DESCRIPTION: The project involves a grading permit to facilitate the construction of one single-family residential home. The environmental review is necessary because the parcel contains Diegan Coastal Sage Scrub Habitat that would be impacted by the development. Therefore, mitigation measures are necessary to offset the removal of 0.92-acres of the habitat. The grading design includes a combination of cut and fill slopes, and retaining walls. The entire site would need to be cleared to provide appropriate fire clearance areas because the site is located within a Very High Fire Zone.

PROJECT LOCATION: 2419 Amber Lane (224-240-15)

CONTACT PERSON: Ashely Guzman
PHONE NUMBER:

APPROVAL BODY/DATE:
PROJECT MANAGER: Darren Parker- Assistant Planner
(760-839-4553)

Mitigation Measures are to be implemented

NATURE OF IMPACT	MITIGATION MEASURE	IDENTIFICATION. NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
BIO 1	Prior to grading or any site clearing activities (including approval of the grading plan), the purchase of 0.92 acres of mitigation credits of Chaparral and unoccupied Sage Scrub habitat is required at City of Escondido Daley Ranch Conservation Bank or other appropriate conservation bank).	Biological Resources (4). Mitigation Measure #1	Applicant		



Mitigation Measures are to be implemented

NATURE OF IMPACT	MITIGATION MEASURE	IDENTIFICATION. NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
BIO 2	Bird species protected under the Migratory Bird Treaty Act (MBTA) were observed on-site. As such, vegetation clearing or brushing shall occur outside of the typical breeding season for raptors and migratory birds (January 15 to August 31). If this is not possible, then a qualified biologist shall conduct a survey for nesting birds no more than five calendar days prior to construction to determine the presence or absence of nests on the project site. The applicant shall submit the results of the pre-construction survey to the City for review and approval prior to initiating any construction activities. No construction activities shall occur within 300 feet of active nests until a qualified biologist has determined that they are no longer active or that noise levels will not exceed 60 dBA Equivalent Energy Level (Leq) at the nest site. Alternatively, noise minimization measures such as noise barriers shall be constructed to bring noise levels to below 60 dBA Leq, which will reduce the impact to below a level of significance	Biological Resources (4). Mitigation Measure #2	Applicant		
CUL 1	The City of Escondido Planning Division ("City") recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a preexcavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe") prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.	Tribal Cultural Resource (5). Mitigation Measure #1	Applicant		

CUL 2	Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program	Tribal Cultural Resources (5). Mitigation Measure #2	Applicant		
CUL 3	The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program	Tribal Cultural Resource (5)- Mitigation Measure #3	Applicant		
CUL 4	During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring	Tribal Cultural Resource (5)- Mitigation Measure #4	Applicant		
CUL 5	In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor, shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed	Tribal Cultural Resource (5)- Mitigation Measure #5	Applicant		
CUL 6	If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the	Tribal Cultural Resource (5)- Mitigation Measure #6	Applicant		

Resolution No. 2016-99
 EXHIBIT A
 Page 3 of 5

	qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.				
CUL 7	The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City	Tribal Cultural Resource (5)- Mitigation Measure #7	Applicant		
CUL 8	As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with	Tribal Cultural Resource (5)- Mitigation Measure #8	Applicant		

	California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor				
CUL 9	If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any testing or cataloging of those resources. Moreover, if the qualified Archaeologist does not collect the cultural resources that are unearthed during the ground disturbing activities, the Native American monitor, may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. Should the TCA Tribe or other traditionally and culturally affiliated tribe decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center	Tribal Cultural Resource (5)- Mitigation Measure #9	Applicant		
CUL 10	Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources	Tribal Cultural Resource (5)- Mitigation Measure #10	Applicant		

CITY COUNCIL

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Escondido Community Garden at the Corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-15, 16 & 17 Por.)

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-105, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Escondido Community Garden for land situated at the corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-15, 16 & 17 Por.).

FISCAL ANALYSIS:

Rent revenue for the term of the lease is \$50 and will be deposited into the General Fund. The City of Escondido provides the water to the site at no charge.

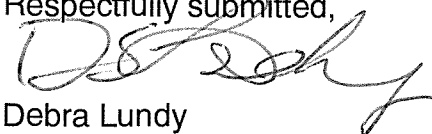
PREVIOUS ACTION:

On December 16, 2009, the City Council adopted Resolution No. 2009-170, authorizing the latest lease with Escondido Community Garden.

BACKGROUND:

The Escondido Community Garden has occupied this land for over twenty years. The leased area is not currently required for City use and the parties desire to enter into a new lease to allow the Community Garden to continue for another five year term. The plots are available to the public for a small fee to the organization and each gardener is required to execute a Waiver/Release of Liability in favor of the City.

Respectfully submitted,



Debra Lundy
Real Property Manager

RESOLUTION NO. 2016-105

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 WITH ESCONDIDO COMMUNITY
GARDEN FOR REAL PROPERTY LOCATED AT
NORTH CENTRE CITY PARKWAY AND WEST
LINCOLN AVENUE

(Portions of APNs: 228-073-15, -16 & -17)

WHEREAS, certain real property located at the corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-15, 16 & 17 Por.), is owned by the City of Escondido; and

WHEREAS, the property is not presently required for City use and has been under lease for community gardens since 1993; and

WHEREAS, the Escondido Community Garden lease expired on January 1, 2015, and has continued in effect on month-to-month status; and

WHEREAS, the parties desire to enter into a new lease agreement to allow continued use of the property for community gardening; and

WHEREAS, it is in the City's best interests to continue to lease the property 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 Escondido

Community Garden at the corner of North Centre City Parkway and West Lincoln Avenue.

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.



Escondido Community Garden

Lessee: Escondido Community Garden

Term: 5 Years

Premises: Portions of APNs: 228-073-15, 16 & 17

Date: August 1, 2016

Ground Lease Agreement between the City of Escondido and Escondido Community Garden for specific purposes as set forth below.

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CITY OF ESCONDIDO GROUND LEASE AGREEMENT

This Ground Lease Agreement is made as of _____, 2016 between the City and **Escondido Community Garden**.

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.

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

1.2 Lease. Lease means this Ground Lease Agreement.

1.3 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.

1.4 Lessee. Lessee means Escondido Community Garden, and does not include its heirs, assigns, or successors-in-interest.

1.5 Premises. Premises means the real property consisting of portions of APN 228-073-15, -16 and -17 as outlined on the plat marked Exhibit "A" and attached hereto and by this reference incorporated herein.

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 its president Elizabeth Mercurio, whose address is:

Elizabeth Mercurio
12449 Montanya Drive
Valley Center CA 92082

Section 3 Term

3.1 The term of this Lease shall be **Five (5) years** commencing on August 1, 2016.

3.1 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 sixty (60) 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

There are no options to renew.

Section 6 Vacation of Premises

6.1 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.

6.2 Upon such termination, Lessee shall immediately:

- A. 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
- B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 7 Rent

Base Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City during the term of this Lease in the amount of \$10.00 per year, on or before August 1 each year.

Section 8 Security Deposit

Not Applicable to this Lease.

Section 9 Late Payment

Not Applicable to this Lease.

Section 10 Utilities

City agrees to provide and pay for water used by gardeners, provided usage does not exceed an average daily usage of 3,500 gallons in any particular billing cycle as shown on water bill for Meter #35186977. (METER) The billing cycle consists of the days between each meter reading, and is not necessarily uniform in the number of days. Lessee shall be responsible for 75% of the water charges that exceed 3500 gallons/per day in any billing cycle.

So long as the City budgets sufficient CDBG funds, the City shall provide a portable restroom for gardener's use.

No other utilities are provided.

Lessee agrees to report any water leaks to the City Real Property Manager.

Section 11 Taxes, Assessments and Fees

11.1 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.

11.2 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

12.1 Lessee hereby acknowledges that Lessee has inspected the Premises, that Lessee accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair and suitable for the uses as specified in this Lease.

12.2 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 Sections 1941 and 1942 of the Civil Code.

12.3 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, later, 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

14.1 Lessee use of the Premises shall conform to all applicable governmental codes and regulations including permit requirements. It is mutually agreed that Lessee's use of Premises shall be limited to a community garden and incidental activities and purposes related thereto.

14.2 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

16.1 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.

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

16.3 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

In lieu of insurance, Lessee shall have each gardener complete an "Escondido Community Garden Waiver Form". Said forms shall be kept on file and available for Lessor's review. Once a year in August, Lessee shall submit a current and complete list of names of gardeners and indicate whether they have completed said form.

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

ESCONDIDO COMMUNITY GARDEN

Date: _____

By: _____

Elizabeth Mercurio, President

CITY OF ESCONDIDO

Date: _____

Debra Lundy, Real Property Manager

Date: _____

Diane Halverson, City Clerk



Resolution No. 2016-105
EXHIBIT A
Page 10 of 12

APPROVED AS TO FORM:

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

By: _____

EXHIBIT 'A'
SHEET 1 OF 2
DESCRIPTION FOR LEASE AGREEMENT
ESCONDIDO CITIZENS ECOLOGY COMMITTEE
A.P.N. 228-073-15, 16, 17

A PORTION OF LOTS 6, 7, AND 9 OF BLOCK 167 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEROF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 13, 1892, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 9, SAID POINT LYING ON THE NORTHERLY SIDELINE OF LINCOLN AVENUE; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9, NORTH 70° 08' 03" EAST, A DISTANCE OF 469.73 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF THAT LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, RECORDED JANUARY 14, 1963, PER DOCUMENT NO. 7438 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, SAID POINT OF INTERSECTION LYING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 425 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 89° 49' 51" EAST; THENCE ALONG ARC OF SAID CURVE, AND SAID WESTERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 3° 40' 54", A DISTANCE OF 27.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 3° 51' 03" WEST, A DISTANCE OF 284.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, SOUTH 86° 08' 57" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 2° 48' 02" WEST, A DISTANCE OF 440.00 FEET; THENCE NORTH 87° 06' 31" EAST, A DISTANCE OF 95.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THAT LAND CONVEYED TO THE STATE OF CALIFORNIA; THENCE SOUTHERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 00° 51' 25" WEST, A DISTANCE OF 90.50 FEET TO THE BEGINNING OF A TANGENT 3080 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 41' 36", A DISTANCE OF 37.27 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 89° 50' 11" WEST; THENCE NON-TANGENT TO SAID CURVE, SOUTH 00° 09' 15" WEST, A DISTANCE OF 254.72 FEET; THENCE SOUTH 3° 51' 03" EAST, A DISTANCE OF 56.88 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PORTION CONTAINS AN AREA OF 0.83 ACRES, MORE OR LESS.

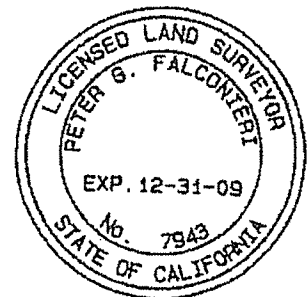
PREPARED BY ME OR UNDER MY SUPERVISION



PETER G FALCONIERI, LS 7943
EXPIRES 12-21-2009

7/29/09

DATE:



()-RECORD DATA FROM
CONDEMNATION ORDER
FILED 6-06-1967 AS
FILE/PAGE NO. 80618.
SAN DIEGO COUNTY
RECORDER.

ROS 9526

MAP 1945
MAP 5
LOT 5
POB - S/W COR
LOT 9
LOT 157
BLOCK
MAP 72A

DRIVE

MEIA

MORNING

228-073-16

ROS 11630

228-073-14

228-073-15

N 87° 06' 31" E
95.00

N 2° 48' 02" W 440.00'

S 86° 08' 57" W -
75.00'

228-073-17

469.73)

IN 70° 08' 03" E
AVENUE

VENUE
PORTION OF LINCOLN—
AVE VACATED PER CITY OF
ESCONDIDO RES. # 2002-266

PARKWAY

CITY

CENTER

78
XMH

(CURVE DATA)

	RADIUS	DELTA	LENGTH
C1	425'	3° 40' 54"	27.31
C2	3080'	00° 41' 36"	37.27

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Escondido Senior Community Garden at the Corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-16 & 17 Por.)

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-106, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Escondido Senior Community Garden for land situated on the corner North Centre City Parkway and West Lincoln Avenue (APN: 228-073-16 & 17 Por.).

FISCAL ANALYSIS:

Rent revenue for the term of the lease is \$50 and will be deposited into the General Fund. The City of Escondido provides the water to the site at no charge.

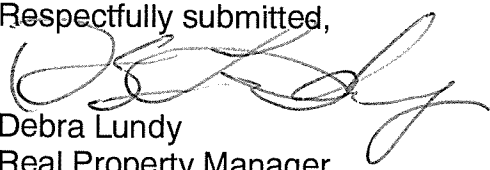
PREVIOUS ACTION:

On December 16, 2009, the City Council adopted Resolution No. 2009-170, authorizing the latest lease with Escondido Senior Garden.

BACKGROUND:

The Escondido Senior Community Garden has occupied this land for over twenty years. The leased area is not currently required for City use and the parties desire to enter into a new lease to allow the Senior Community Garden to continue for another five year term. The plots are available to the public for a small fee to the organization and each gardener is required to execute a Waiver/Release of Liability in favor of the City.

Respectfully submitted,


Debra Lundy
Real Property Manager

RESOLUTION NO. 2016-106

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 WITH ESCONDIDO SENIOR
COMMUNITY GARDEN FOR REAL
PROPERTY LOCATED AT NORTH CENTRE
CITY PARKWAY AND WEST LINCOLN
AVENUE

(Portions of APNs: 228-073-16 & -17)

WHEREAS, certain real property located on the corner of North Centre City Parkway and West Lincoln Avenue (APN: 228-073-16 & 17 Por), is owned by the City of Escondido; and

WHEREAS, the property is not presently required for City use and has been under lease for community gardens since 1993; and

WHEREAS, the Escondido Senior Community Garden lease expired on January 1, 2015, and has continued in effect on month-to-month status; and

WHEREAS, the parties desire to enter into a new lease agreement to allow continued use of the property for community gardening; and

WHEREAS, it is in the City's best interests to continue to lease the property 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 Escondido Senior

Community Garden at the corner of North Centre City Parkway and West Lincoln Avenue.

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.



Escondido Senior Community Garden

Lessee: Escondido Senior Community Garden

Term: 5 Years

Premises: Portions of APNs: 228-073-16 & 17

Date: August 1, 2016

Ground Lease Agreement between the City of Escondido and Escondido Senior Community Garden for a community garden as set forth below.

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CITY OF ESCONDIDO GROUND LEASE AGREEMENT

This ground lease agreement is made as of _____, 2016 between the City and Lessee.

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 Ground 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 Escondido Senior Community Garden and does not include its heirs, assigns, or successors-in-interest.

Premises. Premises means the real property consisting of portions of APN 228-073-16 and 228-073-17 as outlined on the plat attached as Exhibit A. Includes use of one storage shed for necessary tools.

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 its president Michael Stadler, whose address is:

Michael Stadler
1015 Morningview Dr Apt 310
Escondido, CA 92026

Section 3 Term

3.1 The term of this Lease shall be **Five (5) years** commencing on August 1, 2016.

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 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

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.

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

There are no options to renew.

Section 6 Vacation of Premises

6.1 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.

6.2 Upon such termination, Lessee shall immediately:

- A. 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
- B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 7 Rent

Base Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City during the term of this Lease in the amount of \$10.00 per year, on or before August 1 each year.

Section 8 Security Deposit

Not Applicable to this Lease.

Section 9 Late Payment

Not Applicable to this Lease.

Section 10 Utilities

City agrees to provide and pay for water used by gardeners, provided usage does not exceed an average daily usage of 3,500 gallons in any particular billing cycle as shown on water bill for Meter #35186977. (METER) The billing cycle consists of the days between each meter reading, and is not necessarily uniform in the number of days. Lessee shall be responsible for 25% of the water charges that exceed 3500 gallons/per day in any billing cycle.

So long as the City budgets sufficient CDBG funds, the City shall provide a portable restroom for gardener's use.

No other utilities are provided.

Lessee agrees to report any water leaks to the City Real Property Manager.

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," that the Premises are in a good and sanitary order, condition, and repair and suitable for the uses as specified in this Lease.

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 Sections 1941 and 1942 of the Civil Code.

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, later, 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 use of the Premises shall conform to applicable governmental codes and regulations including permit requirements. It is mutually agreed that Lessee's use of Premises shall be limited to a community garden and incidental activities and purposes related thereto.

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.

16.3 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

In lieu of insurance, Lessee shall have each gardener complete and "Escondido Community Garden Waiver Form". Said forms shall be kept on file and available for Lessor's review. Once a year in August, Lessee shall submit a current and complete list of names of gardeners and indicate whether they have completed said form.

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 Lease 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 by 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 Lease or under the law.

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

ESCONDIDO SENIOR COMMUNITY GARDEN

Date: _____

By: _____

Michael Stadler, President

CITY OF ESCONDIDO

Date: _____

Debra Lundy, Real Property Manager

Date: _____

Diane Halverson, City Clerk



Resolution No. 2016-106
EXHIBIT A
Page 10 of 17

APPROVED AS TO FORM:

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

By: _____


EXHIBIT 'A'
SHEET 1 OF 2
DESCRIPTION FOR
LEASE AGREEMENT
ESCONDIDO SENIOR COMMUNITY GARDEN
A.P.N. 228-073-16, 17

A PORTION OF LOT 9 OF BLOCK 167 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEROF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 13, 1892, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 9, SAID POINT LYING ON THE NORTHERLY SIDELINE OF LINCOLN AVENUE; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9, NORTH 70° 08'03" EAST, A DISTANCE OF 469.73 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, RECORDED JANUARY 14, 1963, PER DOCUMENT NO. 7438 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, SAID POINT OF INTERSECTION LYING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 425 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 89° 49'51" EAST, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°00'00", A DISTANCE OF 22.25 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, SOUTH 77° 58'13" WEST, A DISTANCE OF 90.03 FEET; THENCE NORTH 34° 28'27" WEST, A DISTANCE OF 47.04 FEET; THENCE NORTH 59° 49'23" EAST, A DISTANCE OF 44.59 FEET; THENCE NORTH 3° 51'03" WEST, A DISTANCE OF 245.00 FEET; THENCE NORTH 86° 08'57" EAST, A DISTANCE OF 76.00 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 3° 51'03" EAST, A DISTANCE OF 243.00 FEET TO THE BEGINNING OF A TANGENT 425.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3° 40'54", A DISTANCE OF 27.31 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PORTION CONTAINS AN AREA OF 0.55 ACRES, MORE OR LESS.

PREPARED BY ME OR UNDER MY SUPERVISION:

 7/29/09
PETER G. FALCONIERI, LS7943 DATE:
EXPIRES 12-31-2009

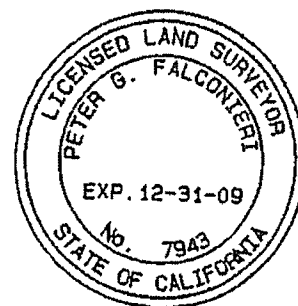


EXHIBIT 'A' SHT. 2 OF 2

ESCONDIDO SENIOR
COMMUNITY GARDEN

LEASE AREA =
0.55 ACRES +/-

() - RECORD DATA FROM
CONDEMNATION ORDER
FILED 6-06-1967 AS
FILE/PAGE NO. 80618,
SAN DIEGO COUNTY
RECORDER

ROS 4526

MAP 1945
LOT 5
LOT 9
LOT 157
BLOCK 72A
MAP 72A
POB - S/W COR

DRIVE
VIEW
MORNING

228-073-16

ROS 11630

228-073-14

228-073-15

228-073-17

PARKWAY
CITY
CENTER

LINE DATA

L1	S 77° 58' 13" W	90.03
L2	N 34° 28' 27" W	47.04
L3	N 59° 49' 23" E	44.59
L4	N 86° 08' 57" E	76.00

CURVE DATA

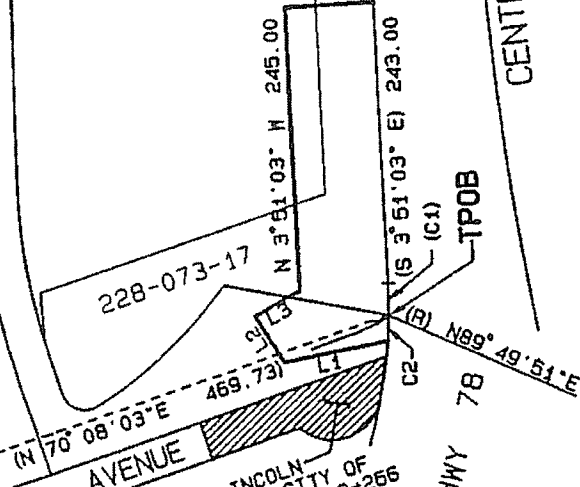
RADIUS	DELTA	LENGTH
C1	3° 40' 54"	27.31
C2	3° 00' 00"	22.25

LINCOLN

AVENUE
PORTION OF LINCOLN
AVE VACATED PER CITY OF
ESCONDIDO RES. # 2002-256

HWY 78

TPOB



CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 9

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with EJE, Inc., dba North County Kia at Flood Control Land Adjacent to 1501 Auto Park Way

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-107, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with EJE, Inc., dba North County Kia, for flood control land situated adjacent to 1501 Auto Park Way.

FISCAL ANALYSIS:

Rent revenue to the General Fund will increase from \$1,7016.86 per month to \$4,663.90 per month, effective August 1, 2016.

PREVIOUS ACTION:

On June 28, 2000, the City Council adopted Resolution No. 2000-121 authorizing the current lease.

BACKGROUND:

North County Kia has been leasing approximately 28,000 square feet of land adjacent to the City's Flood Control Channel and 1501 Auto Park Way for vehicle parking. The lease has recently been extended to August 31, 2020. North County Kia ("Kia") desires to expand its leased premises by adding an additional 18,639 square feet and extend its lease term. If the proposed new lease agreement is approved, Kia will improve the additional area with asphalt and fencing similar to the existing leased area, and comply with all of the City's storm water and engineering conditions. The new lease proposes a ten-year term through July 2026, with two options to extend the term an additional five years each. The rent will increase to \$4,663.90 per month to account for the increased square footage. In lieu of annual CPI adjustments, the rent will receive a 3 percent increase each year.

The City has no current need for the land, other than for its existing underground utilities, which will not be impacted by Kia's project. An interim lease to Kia reflects the current highest and best use of the property.

Respectfully submitted,


Debra Lundy

Real Property Manager

RESOLUTION NO. 2016-107

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 WITH EJE, INC., DBA NORTH COUNTY KIA FOR REAL PROPERTY LOCATED ALONG THE CITY'S FLOOD CONTROL CHANNEL ADJACENT TO 1501 AUTO PARK WAY

WHEREAS, certain real property located along the City's Flood Control Channel, adjacent to 1501 Auto Park Way, is owned by the City of Escondido; and

WHEREAS, the property is not presently required for City use, other than for the utilities which run underground and will not be impacted by the proposed lease; and

WHEREAS, EJE, Inc., dba North County Kia, has been leasing approximately 28,000 square feet of channel right of way from the City since 2000 and now desires to expand and improve the leased area by an additional 18,639 square feet for vehicle storage; and

WHEREAS, the parties desire to enter into a new lease agreement to increase the square footage of the leased premises, extend the term of the lease, adjust the rent to reflect the increased square footage under the lease, and revise the annual rent adjustment from the CPI to a 3 percent increase each year; 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 EJE, Inc., dba North County Kia for the land adjacent to 1501 Auto Park Way.

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.



Flood Control Land Adjacent to 1501 Auto Park Way

Lessee: EJE, Inc., dba North County Kia

Term: 10 Years

Premises: Flood Control Channel Land Adjacent to 1501 Auto Park Way

Date: July 7, 2016

Ground Lease Agreement between the City of Escondido and North County Kia for specific purposes as set forth below.

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CITY OF ESCONDIDO GROUND LEASE AGREEMENT

This Ground Lease Agreement is made as of _____, 2016 between the City and EJE, Inc., dba North County Kia.

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 Ground 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 EJE, Inc., dba North County Kia, and does not include its heirs, assigns, or successors-in-interest.

Premises. Premises means the real property consisting of unimproved flood control land adjacent to 1501 Auto Park Way, as described on the legal description and plat marked **Exhibit "A"** and attached hereto and by this reference incorporated herein.

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
(760) 839-4034

And on behalf of Lessee by Adrian Kulinski, its General Counsel, whose address is:

Adrian Kulinski
Crowley Car Company
450 West Vista Way
Vista, CA 92083
(760) 945-9900

Section 3 Term

3.1 The term of this Lease shall be **Ten (10) years** commencing on August 1, 2016.

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 sixty (60) days prior notice to Lessee.

Section 4 Termination of Lease

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.

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 Term, this Lease may be renewed for two additional five year terms, 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. 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
- B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 7 Rent

Base Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City **\$4,663.90** on or prior to the first day of each

month. Base rent shall commence on August 1, 2016.

- 7.1 Rent Increases.** Rent shall increase annually by 3% based on the previous year's base rental rate. The increase will be effective each year on August 1.

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, that Lessee accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair and suitable for the uses as specified in this Lease.

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 Sections 1941 and 1942 of the Civil Code.

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, later, 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 use of the Premises shall conform to all applicable governmental codes and regulations including permit requirements. It is mutually agreed that Lessee's use of Premises shall be limited to parking for employees and vehicle display and incidental activities and purposes related thereto.

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.

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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.

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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.

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

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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.

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

- E. 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.
- F. 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.
- G. 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.

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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.

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

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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

EJE, INC., DBA NORTH COUNTY KIA

Date: _____

By: _____

Print Name/Title

Date: _____

By: _____

Print Name/Title

CITY OF ESCONDIDO

Date: _____

Debra Lundy, Real Property Manager

Date: _____

Diane Halverson, City Clerk

APPROVED AS TO FORM:

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

By: _____

Exhibit 'A' Leased Premises

LEGAL DESCRIPTION
EXHIBIT "A"

Page 1 of 2
Resolution No. 2016-107
EXHIBIT A
Page 13 of 15

A PORTION OF ESCONDIDO CREEK CHANNEL AND INDIAN SPRINGS CHANNEL IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON RECORD OF SURVEY NO. 14946 RECORDED AUGUST 3, 1995 AS FILE NO. 1995-0336088 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 8784, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JUNE 8, 1979;

THENCE ALONG THE SOUTHWEST LINE OF SAID PARCEL 2 SOUTH $50^{\circ}59'11''$ EAST 36.61 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 2, AND THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1185.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH $23^{\circ}15'00''$ WEST;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 2 EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}52'47''$ A DISTANCE OF 204.33 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

1. NORTH $13^{\circ}22'13''$ WEST 5.00 FEET
2. NORTH $76^{\circ}37'47''$ EAST 154.64 FEET

THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL 2 SOUTH $09^{\circ}46'47''$ EAST 39.36 FEET;

THENCE SOUTH $77^{\circ}38'45''$ WEST 158.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1166.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH $13^{\circ}45'48''$ WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ}39'48''$ A DISTANCE OF 339.11 FEET;

THENCE SOUTH $57^{\circ}22'45''$ WEST 35.46 FEET;

THENCE NORTH $39^{\circ}04'16''$ EAST 124.39 FEET;

THENCE NORTH $16^{\circ}59'46''$ EAST 9.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 354.50 FEET A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH $54^{\circ}22'30''$ WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}52'27''$ A DISTANCE OF 48.72 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF SAID MOST WESTERLY LINE OF PARCEL 2;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH $50^{\circ}59'11''$ EAST 9.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,639 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

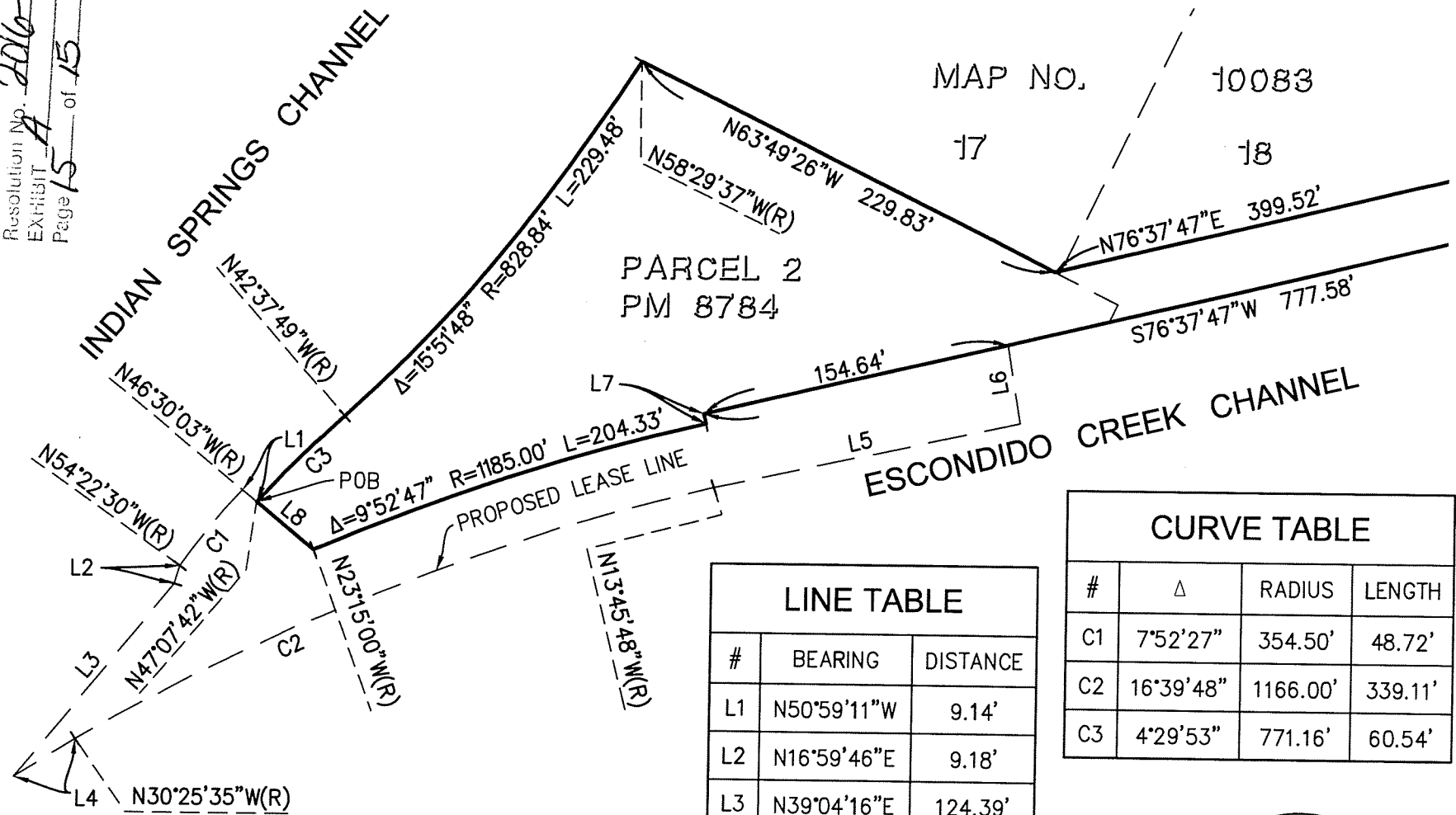
THE BEARINGS SHOWN HERE ON ARE BASED ON RECORD OF SURVEY NO. 14946
RECORDED AUGUST 3, 1995 AS FILE NO. 1995-0336088, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

PRELIMINARY

RYAN A. POST
LS 8785

DATE

Resolution No. 2016-107
EXHIBIT A
Page 14 of 15



MAP NO. 10083
 17 18

PROPOSED LEASE LINE
 THE TOTAL LEASE AREA DEPICTED IS
 18,639 SQUARE FEET.

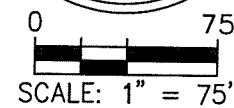
EXHIBIT "B"



ATC DESIGN GROUP
 ARCHITECTS • ENGINEERS • SURVEYORS

LINE TABLE		
#	BEARING	DISTANCE
L1	N50°59'11"W	9.14'
L2	N16°59'46"E	9.18'
L3	N39°04'16"E	124.39'
L4	N57°22'45"E	35.46'
L5	N77°38'45"E	158.07'
L6	N9°46'47"W	39.36'
L7	N13°22'13"W(R)	5.00'
L8	N50°59'11"W	36.61'

CURVE TABLE			
#	Δ	RADIUS	LENGTH
C1	7°52'27"	354.50'	48.72'
C2	16°39'48"	1166.00'	339.11'
C3	4°29'53"	771.16'	60.54'



CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer

SUBJECT: Approval of a Consulting Agreement for Design of the Transit Center Active Transportation Project

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-110, approving a Consulting Agreement with Kleinfelder for design of the Transit Center Active Transportation Connections Project.

FISCAL ANALYSIS:

The project is fully funded by a SANDAG Smart Growth Incentive Program (SGIP) Grant.

PREVIOUS ACTION:


On January 13, 2016, the City Council approved a budget adjustment to accept SGIP funding in the amount of \$1,270,000 to fund a pedestrian bridge spanning the creek and adjacent to Valley Parkway, as well as a box culvert expansion and bike lanes on Valley Parkway at the Transit Center.

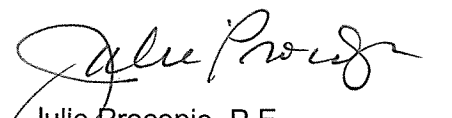
BACKGROUND:

In April 2016 four firms submitted proposals in response to the City's request for proposals (RFP). After interviewing the highest rated firms, Kleinfelder was determined to be the most qualified firm due to their extensive experience designing pedestrian bridges and working closely with NCTD.

Three of the four proposals met RFP criteria with a base scope of services ranging in price from \$218,080 to \$228,007. Kleinfelder was determined to provide the best value for the service provided with their base fee amount of \$226,838. In addition to the base scope, staff has negotiated additional optional tasks in the amount of \$59,074. Staff requests that the City Council authorize a contract in the amount of \$285,912 to complete design and permitting of the Transit Center Active Transportation Connections Project.

Respectfully submitted,


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


Julie Procopio, P.E.
Assistant Public Works Director/Engineering

RESOLUTION NO. 2016-110

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND THE CITY
CLERK TO EXECUTE A CONSULTING
AGREEMENT WITH KLEINFELDER FOR THE
DESIGN OF THE ESCONDIDO TRANSIT
CENTER ACTIVE TRANSPORTATION
CONNECTIONS PROJECT**

WHEREAS, on March 11, 2015, the Public Works Director/City Engineer was authorized by City Council to apply for and execute on behalf of the City of Escondido an Agreement for a SANDAG Smart Growth Incentive Program ("SGIP") Grant; and

WHEREAS, SANDAG awarded the City of Escondido a SGIP Grant in the amount of \$1,270,000; and

WHEREAS, the Public Works Director/City Engineer recommends the approval and execution of the Consulting Agreement with Kleinfelder in the amount of \$285,912 for the design of the Escondido Transit Center Active Transportation Connections project.

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are hereby authorized and directed to enter into and execute, on behalf of the City of Escondido, a Consulting Agreement ("Agreement") with Kleinfelder in the amount of \$285,912 for the design of the Escondido Transit Center Active Transportation Connections Project. A copy of the Agreement is attached as Exhibit "1" 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 _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Julie Procopio
760-839-4001
("CITY")

And: KLEINFELDER
550 W. C. Street, Suite 1200
San Diego, CA 92101
Attn: Craig Shannon
(619) 831-4600
("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 provide design and permitting assistance for the Escondido Transit Center Active Transportation Connections project; 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 \$226,838 with additional optional services to be provided only after written authorization to proceed with said work in an additional amount of \$59,074. 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

KLEINFELDER

Date: _____

(Consultant 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

PROJECT SCOPE

Work on the Transit Center Active Transportation Connections Project (Proposed Project) will be performed in three phases. Phase 1 will consist of preliminary engineering and environmental studies and permits. Phase 2 encompasses the final design tasks with deliverables of construction plans, specifications, and cost estimates. Phase 3 includes bid support and construction support services.

Phase 1 – Preliminary Engineering and Environmental Studies and Permits

The work that constitutes the Preliminary Engineering and Environmental Studies and Permits Phase are described below. The work in this phase is anticipated to take six months. One major contributor to the six month schedule is the six week timeframe assumed to obtain a right-of-entry permit from NCTD. After the receipt of the Notice-to-Proceed, a kick-off meeting with the City and design consultants will be scheduled. Thereafter, periodic meetings will be held for project coordination and to discuss progress.

Task 1.1 – Project Management and Administration

Project management services will include the management of the project scope, schedule, and budget for Phase 1, the development of a project management plan, directing the technical work, ensuring that deliverables follow Kleinfelder's quality control plan, conducting a kick-off meeting and coordination meetings with the technical team, and providing ongoing project coordination with the City.

Project administration will comprise of the preparation of monthly project progress reports that can be incorporated into the progress reports required by the SANDAG SGIP grant, budget tracking of all budgets, and preparation of invoices for Phase 1 tasks.

Task 1.2 – Meetings

A kick-off meeting will be held at the commencement of the project. Thereafter, the project development team (PDT) will hold periodic meetings for technical coordination and request information from the City. Work in Phase 1 is scheduled to occur over six months. The total number of meetings for this phase is three.

Task 1.3 – Coordination with NCTD (OPTIONAL SERVICE)

We will support the City with any coordination items related to NCTD. Up to 16 hours will be allocated for coordination with NCTD during this phase of work.

Kleinfelder will submit the Right-of-Entry (ROE) permit application, described in Task 1.4, and will coordinate with NCTD during the application process to obtain approval for the permit. Per NCTD requirements, flag protection is required when conducting work on or near the railroad. Kleinfelder will coordinate and schedule flag protection for all project-related field work and site visits that have the potential to foul the tracks. However, the cost for flag protection shall be paid directly by the City of Escondido. The current hourly rate for flag protection is \$69.67 and requires a minimum of four hours per each request. Note that the company providing flag protection for NCTD is scheduled to change and rates are therefore subject to change as well. For the field work identified, we anticipate that multiple site visits will be conducted.

Task 1.4 – Project Work Plan and Right-of-Entry Permit

We will prepare and submit to NCTD a property access request form and Work Plan to obtain the required ROE permit in order to conduct field work, environmental surveys, utility surveys, topographical surveys, and geotechnical field investigation. The Work Plan at a minimum will include the following detail:

**Design of the Transit Center
Active Transportation Connections Project**

- Project purpose
- Project scope
- Means and methods
- Equipment
- Excavation (boring, potholing, digging, etc.) locations and depths
- Excavation backfill, if applicable
- Schedule
- Noise, dust or other impacts from work/equipment
- Traffic control plan, if applicable
- Community outreach plan, if applicable
- Access plan
- Environmental issues and permits obtained
- Activity Hazard Analysis and Safety Plan

Per NCTD, a processing fee billed for NCTD labor time at fully burdened hourly rates will be charged for all submittals. Since we cannot estimate the cost associated to obtain the ROE permit from NCTD at this time, we assume this cost will be covered by the City of Escondido and is not included in our fee. It should be noted that the ROE permit and Work Plan is valid for one year. We assume only one ROE request and Work Plan will be submitted for this project.

In addition, Kleinfelder will prepare and obtain an Encroachment Permit from the City of Escondido to support the geotechnical field investigation to conduct subsurface borings for work within or adjacent to West Valley Parkway. Traffic control plans will be prepared as required for work performed within the public right-of-way (ROW), as part of the encroachment permit, and will comply with both the Caltrans Manual of Traffic Control Devices for Construction and Maintenance Work Zones and the Standard Specifications for Public Works Construction. We assume this encroachment permit will be a no fee permit or paid by the City.

Task 1.5 – Surveying and Mapping

A. Services for surveying and mapping are as follows:

- Tie to supplemental survey control established for the Mission Pools Area Drainage Restoration project.
- Set and survey additional supplemental control and aerial control as needed.
- Perform conform surveys on the sidewalks on both sides of the proposed pedestrian bridge.
- Survey top of sewer line on north side of the headwall in the creek.
- Survey two cross sections (curb-to-curb) under the I-15 Bridge.
- Manage the delivery of aerial drone mapping of Valley Parkway.
- Supplement the above with the portion of the survey and mapping produced for the Mission Pools Area Drainage Restoration project that pertains to this project.

The assumptions, conditions, and limitations associated with this task are as follows:

- Survey control for the Mission Pools Area Drainage Restoration project will be used for this survey.
- Limits of aerial photography and mapping on Valley Parkway are South Tulip Street to Quince Street, on South Quince Street from Valley Parkway to Grand Avenue.
- Existing survey and mapping for the Mission Pools Area Drainage Restoration project will be used for this project where it applies.

**Design of the Transit Center
Active Transportation Connections Project**

- The survey and mapping of Valley Parkway ROW is not included.
- The deliverable will be the portion of the Mission Pools Area Drainage Restoration project mapping file (ROW base mapping, aerial topographic mapping and survey details points file) that pertain to this project, an AutoCAD file of the new aerial mapping, and a .txt points file of the new ground shots.

B. Additional surveying and mapping services (OPTIONAL SERVICE):

- Extend the limits of aerial photography and mapping on Valley Parkway from South Tulip Street to the west and ending at the intersection of South Auto Parkway.

Task 1.6 – Utilities Coordination and Plans (OPTIONAL SERVICE)

We will perform a thorough field review during the existing conditions analysis to document locations of at-grade utilities. We will request the facility maps from each utility provider and will gather as-built information prior to finalizing the 30% design plans. Close coordination with the potentially affected utility providers will be conducted throughout this phase. We will facilitate reoccurring progress meetings and maintain clear communication records and action items to organize the stakeholders. We will conduct a walk-through of the corridor with the utility providers, open and visually inspect structures to ascertain their existing conditions, and document the site visit.

Task 1.7 – Geotechnical Investigation and Draft Structure Foundation Report

A geotechnical investigation will be performed to support preliminary engineering and preparation of a Draft Structure Foundation Report (DSFR). This phase of services will include:

A. Permitting and Mobilization

- Obtain a boring permit from the County of San Diego Department of Environmental Health (DEH).
- Contact Underground Service Alert. Avoid overhead power lines at east abutment.
- Prepare a Work Plan to obtain property access for borings as noted in Task 1.4 above.
- Obtain ROE permit for work adjacent to NCTD ROW as noted in Task 1.4 above. Coordinate with flagman as appropriate.
- Obtain encroachment permit for potential work within or adjacent to Valley Parkway. Provide traffic control as appropriate. Assumption is that the encroachment permit fee will be waived by the City for this project.
- Coordinate with potential monitors of cultural or environmental resources, if required.
- Prepare a site specific Health and Safety Plan (H&SP) for the field work and inclusion in the NCTD required Work Plan and Hazards Analysis.

B. Geotechnical Field and Laboratory Investigation

- Perform an exploratory boring near each proposed abutment utilizing a truck-mounted rig with hollow stem augers. The borings will extend to a depth of approximately 40 feet, two diameters below anticipated foundation tip elevation, or to practical refusal on rock, whichever is shallower.
- Obtain soil samples at approximately 5-foot intervals with either a Standard Penetration Sampler (SPT) or California Sampler (CAL).
- Soil cuttings generated for the drilling operations from each of the borings will be placed in drums and temporarily stored on site. The drums will be removed from the site for disposal following environmental analytical testing. Our scope and fee assume the test results will indicate the soil can be disposed of as non-hazardous waste.

**Design of the Transit Center
Active Transportation Connections Project**

- Obtain near-surface soils samples within drainage for scour analysis by others.
- Perform geotechnical laboratory testing on select samples.

C. Geotechnical Engineering Analysis and Draft Report

We will perform geotechnical engineering evaluations to support design of the proposed improvements. We will summarize our field, lab, and engineering evaluations in a DSFR that will provide our conclusions and recommendations for design and construction. The DSFR will include:

- Vicinity map and site plan showing approximate locations of prior soil borings and surface geology
- Copies of the boring logs, Log of Test Boring Sheets, and laboratory test results
- Discussion of the site and subsurface conditions including groundwater
- Geologic profile along the center line of the bridge alignment
- Discussion of potential geologic hazards including liquefaction and slope stability
- Site Classification and 2013 Caltrans Seismic Design Criteria parameters
- Discussion of anticipated ground excavation conditions
- Discussion of earthwork construction, including recommendations for site preparation, removal depths of unsuitable soil, fill/backfill placement, and compaction
- Discussion of potential foundation types and geotechnical recommendations for design
- Evaluate resistance to axial and lateral loading of deep foundations
- Estimated foundation settlements
- Consider the results of the scour analysis in foundation design;
- Evaluate lateral earth pressures for abutment walls
- Anticipate corrosion potential of native soil which could affect concrete and steel.

D. Plan and Specification Review / Private Utility Locator Service (OPTIONAL SERVICE)

- Perform a plan and specification review prior to bid to ensure all geotechnical recommendations have been implemented.
- Utilize a private utility locator to survey proposed boring locations for conflicts with existing underground utilities.
- Encroachment permit fee if applicable (added \$1,000 to this optional service to cover any potential permit fee).

Task 1.8 – Drainage Study

A Drainage Study will be prepared to determine the 50- and 100- year flow rates tributary to the channel at the project location. The flow will be used to determine up to two alternatives for expanding the capacity of the culverts crossing under West Valley Parkway.

The hydrologic analysis will consist of delineating the drainage basins based on available topographic mapping, aerial images, and field observation. The analysis will be prepared in accordance with parameters in the San Diego County Hydrology Manual. The Rational Method will be used to determine the flow rate.

The culvert crossing will be modeled using CulvertMaster to calculate conveyance capacity, velocity, and headwater depth of the culverts.

**Design of the Transit Center
Active Transportation Connections Project**

A scour evaluation for the protection of the channel and bridge abutments downstream of the culvert will be prepared. The analysis will consist of calculating the scour depth and making recommendations for scour mitigation for the culvert, bridge, and sewer line within the channel.

The Drainage Study will be submitted to the City for review. Upon receipt of consolidated comments, a Final Drainage Study will be prepared and submitted to the City.

Task 1.9 – Sewer Conflict Technical Memorandum (OPTIONAL SERVICE)

A Technical Memorandum will be prepared to compare the various options for the potential conflict of the existing sewer crossing the channel and the pedestrian bridge. Up to two alternatives will be studied and presented to the City to resolve the conflict. We will prepare a sewer relocation plan based on the preferred alternative selected by the City.

Task 1.10 – Bike Lanes Treatment at Intersections

Exhibits will be prepared at key conflict points within the corridor. The key locations includes the entry/exit points to the drop-off area, the Tulip Street intersection, the I-15 ramps, and the South Auto Parkway intersections. Up to two concepts will be developed for each intersection. These concepts will be submitted to the City for review. The preferred treatments will be incorporated onto the striping plans to be prepared as part of the final design.

Task 1.11 – Bridge Type Selection Report (OPTIONAL SERVICE)

A bridge type selection report will identify the bridge design criteria, determine the site constraints and other criteria that dictate the geometrics of the bridge structure, present available pre-fabricated bridge structures appropriate for the site, and recommend the superstructure and substructure appropriate for the site. A bridge General Plan will be developed for viable bridge alternatives. Preliminary cost estimates for viable bridge alternatives will be included in the report.

The development of the bridge type selection report will require coordination with the Drainage Study, the Sewer Conflict Technical Memo, Draft Structure Foundation Report, the site mapping, as-built plans for the culvert, and utility coordination. A site visit will be conducted to document the opportunities and constraints of the project site. Reviews for quality control will be performed prior to submittal of the report.

A draft bridge type selection report will be submitted to the City for review and concurrence on the bridge type recommended prior to submittal of the finalized report and proceeding to the final design phase.

Task 1.12 – Biological Survey and Environmental Permits

A. Project Initiation

We will confirm the proposed approach to wetland permitting with the design team and the City of Escondido (City). In particular, the Proposed Project's relationship to the City's efforts to obtain wetland permits for the larger Spruce Street Drainage Improvements Project, and the use of the City's Kit Carson Mitigation Area will be discussed and confirmed. We will provide input to the project schedule relative to the need for information needed to process the wetland permits. In addition, we will confirm to what extent the City wants us to represent them in coordinating the wetland permitting with the resource agencies.

B. Biological Survey and Letter Report

We will review the previous biological studies conducted by AECOM for the channel and project vicinity and prepare base maps for use in the field. A biologist will conduct a general biological survey of the site to confirm and refine previous mapping of jurisdictional resources and vegetation. The previous jurisdictional delineation prepared by AECOM is assumed to be adequate for wetland permitting, and we will use that mapping as much as possible to ensure consistency with the Spruce Street Drainage Improvements Project. Based on the information gathered during the site visit, we will prepare a letter report to be submitted to the City. This report will describe the survey

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methods employed, present the results of the fieldwork, identify regulatory issues related to the resources on the site, calculate project impacts (including fire clearing), and recommend potential mitigation measures per City requirements. We will utilize a site plan from the design team that includes all ground disturbance (including remedial grading), access routes and construction staging areas, and brush clearing for the project. This site plan will be analyzed for impacts based on City and resource agency requirements and thresholds. This task assumes analysis of only one version of the site plan and only one round of minor revisions. Major or multiple revisions will require additional authorization.

C. Preparation and Submittal of Regulatory Permit Application Materials

We will prepare and submit the following permit application materials for the proposed project:

- *Agency Pre-application Meeting.* We will assist the City in coordinating and attending a pre-application meeting with the U. S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and/or Regional Water Quality Control Board (RWQCB) to discuss the project, present the jurisdictional delineation findings/impacts, and establish the course for project permitting. We have assumed preparation and up to one meeting with the City and agencies budgeted at eight hours for our team's Principal Regulatory Specialist.
- *Preliminary Jurisdictional Determination (PJD) Form.* We will prepare a standard PJD form that will serve as a stand-alone summary of USACE jurisdiction within the site. We will complete the two-page form based on the previous jurisdictional delineation report and the impact analysis in our biology report. Applicable figures depicting potential USACE jurisdiction and proposed impacts will be appended to the form.
- *CWA Section 404 Permit.* Based on the information available to date, it is assumed that the project will qualify for the preparation and submittal of a Nationwide Permit package to the USACE. We will prepare the following draft materials as part of the 404 permit: cover letter, Pre-Construction Notification, and additional pages. We will also submit the cultural resources report prepared by AECOM in 2015 as required for Section 404 permit processing.
- *CWA Section 401 Request for Water Quality Certification.* It is assumed that the project will require the preparation and submittal of a 401 Water Quality Certification application to the RWQCB for impacts to waters of the State. Issuance of a 401 certification by the RWQCB or demonstration that the RWQCB did not take action on the certification request is a material part of fulfilling the conditions of the CWA Section 404 Nationwide Permit. We will prepare the following draft materials as part of the 401 certification request: cover letter, Request for Water Quality Certification application form, jurisdictional delineation, and PJD form. A standard application fee is also required by the RWQCB. Fees related to this permit have not been included and will be paid directly by the City.
- *California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration.* It is assumed that the project will require the preparation and submittal of a standard five-year Section 1602 Streambed Alteration Agreement request to the CDFW for temporary and permanent impacts to jurisdictional streambed and/or riparian habitat. We will prepare the following draft materials as part of the 1602 agreement request: cover letter, Notification of Lake or Streambed Alteration application form, and biology report that documents impacts to jurisdictional resources. A standard application fee is also required by the CDFW. Fees related to this permit have not been included and will be paid directly by the City.

We will submit an electronic copy of the draft permit application materials to the City for review. We will revise the draft permit application materials based on one set of comments provided by the City. We will finalize the permit application materials and submit electronic and hard copies of the final permit application materials to the appropriate regulatory agencies. An electronic and five hard copy binders of permit application materials are included in this task. This task includes up to 8 hours for coordination with the wetland permitting agencies after submittal of the permits.

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This project might have wetland impacts that would require mitigation. We propose purchasing credits at the Kit Carson Mitigation Area, if approved by the resource agencies, for off-site mitigation. The cost for the purchase of credits from the mitigation bank will be paid directly by the City.

D. Extended Regulatory Permit Processing (OPTIONAL SERVICE)

Once permit applications are submitted to the appropriate regulatory agencies, we will provide support to the City during agency processing of permit application materials. Unless otherwise directed by the City, we will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of the City. Under Task 1.12(C), we will provide up to 8 hours for permit processing. Given the small amount of impact and the potential for the regulatory permitting agencies to issue a permit under "operation of law", it is possible that little effort will be required for processing the permits, however, the agency responses to the permit applications is impossible to predict for sure. Task 1.12(D) provides for additional permitting support if required. Specific support tasks expected to be provided by us include performing outreach to the agencies via telephone and e-mail correspondence, coordinating with the City and design team regarding additional information needs during permit processing, and preparing additional information in response to agency comments. For the purposes of providing this cost estimate, we have assumed 50 hours of Principal Regulatory Specialist time to support the City during coordination of permit processing under this task. Only the number of hours expended will be billed; if the City requests additional services that expend this budget, a contract amendment will be required.

Task 1.13 – Cost Estimates

A preliminary project cost estimate will be developed for the 30% submittal.

Task 1.14 – 30% Submittal

Deliverables for the 30% submittal will include exhibits for the bike lanes, the Bridge Type Selection Report, the Drainage Study, the Sewer Conflict Technical Memorandum, the PSFR, and the Biological Survey.

Five hard copies of each draft study and final study will be submitted. Electronic files in pdf format will also be submitted to the City.

It is assumed that the City's Project Manager will facilitate the distribution of reports and preliminary plans to SANDAG, NCTD, and the various Departments within the City for review and comments, as necessary. We assume that the submittals to SANDAG and NCTD are only for informational purposes, specifically to show project progress. Our scope does not include time to respond to comments from SANDAG and NCTD.

Task 1.15 – Public Meeting (OPTIONAL SERVICE)

One public outreach meeting will be scheduled after the submittal of the conceptual design and draft study reports after the 30% submittal. Kleinfelder will assist the City with the presentation and provide materials for distribution during these public outreach meetings. We assume that the City will schedule, announce, organize, and secure the location for the meeting. We assume that the City will inform SANDAG of the scheduled community meeting and will provide the meeting summary in accordance Attachment C, Item 3 of the SGIP grant requirements.

Phase 2 – Final Design

Work in the Final Design Phase will include plans, calculations, technical specifications, cost estimates, and study reports that are to be included as reference documents in the contract bid documents. Work in this phase is anticipated to take approximately four months. Periodic meetings will be held for coordination and to discuss progress.

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Task 2.1 – Project Management and Administration

Project management services will include the management of the project scope, schedule, and budget for Phase 2, directing the technical work, ensuring that deliverables follow our quality control plan, conducting periodic coordination meetings with the technical team, and providing ongoing project coordination with the City.

Project administration will comprise of the preparation of monthly project progress reports that can be incorporated into the progress reports required by the SANDAG SGIP grant, budget tracking of all budgets, and preparation of invoices for Phase 2 tasks.

Task 2.2 – Meetings

The PDT will hold periodic meetings for technical coordination and request information from the City. Work in Phase 2 is scheduled to occur over approximately four months. The total number of meetings for this phase is three.

Task 2.3 – Coordination with NCTD (OPTIONAL SERVICE)

We will support the City with any coordination items related to NCTD. Up to eight hours will be allocated for coordination with NCTD during this phase of work.

Task 2.4 – Civil Design

A. Civil Plans

We will prepare final design plans for the project. The plans include preparing the civil design for the bridge approaches which includes the sidewalk transition grading, demolition plan and notes, details, culvert extension and headwall geometry details (upstream and downstream), including barrier type, approach aprons, riprap energy dissipation limits, and new culvert across West Valley Parkway. The plans will also show the sewer line relocation in channel to avoid conflict with the bridge, adjustments of utility manholes to grade, and minor localized drainage facility adjustments/relocations affected by the work and bikeway striping design.

Our design will consist of the following design items (Assume 13 plan sheets):

- General Notes Sheet (1 Sheet)
- Demolition Plan: 1" = 20', (1 Sheet)
- Civil Grading Plan for Sidewalk Approaches: 1" = 10' (1 Sheet)
- Culvert Improvement Plan and Profile: 1"=10' (1 Sheets)
- Culvert Improvement Details (1 Sheet)
- Bikeway Sheets 1"=40' (5 Sheets)
- Vegetation Removal Plan 1"=20' (1 Sheet)
- Water Pollution Control Plan and Details: 1" = 10' (1 Sheet) (Showing temporary construction BMPs to minimize water pollution and erosion)

Our work does not include hydraulic modeling of the reaches of the channel upstream and downstream of the project, construction staging plans, dewatering plans, channel diversion plans (e.g., temporary drainage plans), and traffic control plans. We assume that these items will be provided by the contractor in accordance with the specifications, if needed during construction.

B. Civil Plans (OPTIONAL SERVICE)

- Sewer Relocation Plan (1 Sheet)

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Task 2.5 – Bridge Design and Independent Check

Upon approval of the bridge type selection report, the construction documents for the pedestrian bridge will be prepared in the final design phase.

A. Bridge Design

Design plans and calculations will be developed. The bridge type and geometrics will follow the recommendations of the bridge type selection report. The design will be in accordance with the 2009 AASHTO Guide Specs for Design of Pedestrian Bridges (LRFD). Details for the abutments and foundation will be provided in the drawings. The design plans will provide the geometrics of the superstructure and performance specifications will be provided. Preliminary coordination with bridge manufacturers will be conducted to determine superstructure dimensions and loads. We have assumed that the superstructure is a steel truss and that the design of the truss will be developed by the manufacturer.

The Plans for the bridge design will include the following sheets:

- Bridge General Plan
- Index to Plan
- Foundation Plan
- Abutment Layout Plan
- Abutment Details
- Pile Details
- Superstructure Plan
- Logs of Test Boring

B. Bridge Independent Check (OPTIONAL SERVICE)

An independent check of the bridge design will be performed after the completion of the 60% design. The independent check will include calculations and review of the design plans to ensure that they are in compliance with the design criteria and project geometrics.

Task 2.6 – Structural Design of Culvert Splitter Wall and Wing Walls

We will provide with the structural detailing of the splitter wall at the culvert. Design calculations and details for the warped wing walls will be generated for the wall design in the case where the San Diego Regional Standard Drawings cannot be applied to the warped wing walls specified and a special design is required.

Task 2.7 – Final Structure Foundation Report

Kleinfelder will prepare a Final Structure Foundation Report (FSFR) that will provide final conclusions and recommendations for design and construction. This will be an update of the DSFR and include coordination with the design team, review of plans, and supplemental geotechnical engineering evaluations to support final design of the proposed improvements.

Task 2.8 – Right-of-Way and Easements (OPTIONAL SERVICE)

We will provide the legal descriptions (maximum of five) and plats (maximum of three) for the proposed ROW to the City for negotiations and agreements with the property owners affected by this project. These documents will cover the permanent easements and temporary construction easements required for the project. These documents will cover the permanent easement within the NCTD ROW for the pedestrian bridge and the relocated sewer line. These

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documents will also address the temporary construction easements within the NCTD ROW and the adjacent Gateway property required for the construction of the project.

Task 2.9 – Cost Estimates

The determination of quantities and cost estimates will be developed for the 60% submittal. The cost estimate will be presented to show the proposed bid items, estimated unit prices, recommended contingencies, and an estimated overall construction cost.

Revisions to the cost estimates will be made for the 90% and 100% submittal based on any revisions to the Plans.

Task 2.10 – 60% Submittal

Plans and cost estimates will be submitted to the City at the 60% completion level. Supporting documents such as the Draft Structure Foundation Report will be included in this submittal.

The deliverables will include electronic copies of these documents on CD, five hard copies of the plans on 11x17 format, and five hard copies of the cost estimates. The City will determine the number of CDs required for the submittal.

We assume that the City's Project Manager will facilitate the distribution of the reports and plans to SANDAG, NCTD, and the various departments within the City for review and comments, as required. We assume that the submittals to SANDAG and NCTD are only for informational purposes, specifically to show project progress. Our scope does not include time to respond to comments from SANDAG and NCTD.

Task 2.11 – Technical Specifications

The Standard Specifications for Public Works Construction (Greenbook) will be used as the base technical specifications. In addition, the City has standard special provisions that are to be included with the specifications. Special provisions to the technical specifications will be provided by the design team.

Technical specifications for the civil design will be prepared in Greenbook format as amendments to the Greenbook. The City Specifications will be utilized as necessary, in preparation of the special provisions. Additional source documents may be used to cover urban design, landscape, irrigation, and other project features not covered by the specifications.

The technical specifications for the bridge structure will follow the 2015 Caltrans Standard Specifications as these specifications are the industry standard for bridge structures in California. Special provisions for the bridge, which follows the Caltrans standards, will be provided to address specific aspects of this project.

In the case where the City requires amendments to the Greenbook or the City standard special provisions, the City will provide the completed document with the amendments to be incorporated into the specifications document. Services to assist the City with amendments to the non-technical sections of the specifications are not included.

Task 2.12 – Caltrans Encroachment Permit (OPTIONAL SERVICE)

We will meet with the Caltrans prior to the submittal for an encroachment permit for the implementation of the bike lanes within Caltrans ROW. The purpose of this meeting will be to describe the proposed scope of work and discuss needed information for completing the work.

We will prepare a construction drawing package for the work within Caltrans ROW and prepare an encroachment permit application to be submitted to Caltrans. Upon receiving comments from Caltrans on the Encroachment Permit package, we will update the plans and permit application to be resubmitted to Caltrans. A total of 30 hours are assumed for this task. We assume that any fees for obtaining the Caltrans encroachment permit will be paid by the City.

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Task 2.13 – Public Meeting (OPTIONAL SERVICE)

One public outreach meeting will be scheduled after the submittal of the 60% design. Kleinfelder will assist the City with the presentation and provide materials for distribution during these public outreach meetings. We assume that the City will schedule, announce, organize, and secure the location for the meeting. We assume that the City will inform SANDAG of the scheduled community meeting and will provide the meeting summary in accordance Attachment C, Item 3 of the SGIP grant requirements.

Task 2.14 – 90% Submittal

Plans, specifications, and cost estimates (PS&E) will be submitted to the City at the 90% completion level. Supporting documents such as the FSFR and bridge design calculations will be submitted with the PS&E package.

This task will include the efforts to address comments on the 60% submittal and update the PS&E. It is assumed that comments will be minor and will not require re-design of the major components of the project.

The deliverables will include electronic copies of these documents on CD, five hard copies of the plans on 11x17 format, five hard copies of the cost estimates, and five hard copies of the responses to 60% design comments. The City will determine the number of CDs required for the submittal.

It is assumed that the City's Project Manager will facilitate the distribution of the reports and preliminary plans to SANDAG, NCTD, and the various departments within the City for review and comments, as required. We assume that the submittals to SANDAG and NCTD are for informational purposes, specifically to show project progress. Our scope does not include time to respond to comments from SANDAG and NCTD.

The plan processing does not include City permit or permit/application processing fees. If City permit or permit application processing fees are required, the required fees will be paid by the City.

Task 2.15 – 100% Submittal

Final signed plans, specifications, and cost estimates will be submitted to the City at the 100% completion level. Supporting documents such as the Final Structure Foundation Report and updated bridge design calculations (signed and stamped) will be submitted with the PS&E package.

This task will include the efforts to address comments on the 90% submittal and updates to the plans, specifications, and cost estimates. It is assumed that comments will be minimal. By addressing all comments on the 90% submittal, the plans, specifications, and cost estimates are considered to be approved by the City.

One copy of the final plans printed on full-size Mylar will be submitted to the City. The plans will be signed by the Engineer. One stamped and signed hard copy of the specifications, bridge structural calculations, and the FSFR will be submitted. Services to scan the signed Mylar drawings are not included. It is assumed that the City's Project Manager will circulate the final plans and specifications for signatures by City staff and other stakeholders, as required.

The plan processing does not include City permit or permit/application processing fees. If City permit or permit application processing fees are required, the required fees will be paid by the City.

Phase 3 – Bid Support and Construction Support Services

The work in Phase 3 includes bid support services only. We feel that it would be more appropriate to develop the scope of services for the construction administration and the geotechnical observation and inspection at a later time. To optimize the use of the funds available to this project, we would need to have a better understanding of the requirements during construction and the extent of involvement by the City and the construction manager. This will allow for the development of a more streamlined scope and fee related to construction support services.

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Task 3.1 – Bid Support

We will provide bid support during the bidding phase. We will attend the pre-bid meeting and provide responses to Requests for Information by the contractors during this phase. Up to 12 hours is assumed for our team for this phase.

It is assumed that the City will facilitate the bid process and schedule the pre-bid meeting with the contractor. We will be available to respond to any questions from the contractor discussed during or as a follow-up to this pre-bid meeting.



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PROJECT FEE COST SUMMARY PER FIRM						
FIRM NAME	Kleinfelder	Kleinfelder (Geotech)	Kimley-Horn (Civil)	Helix (Environmental)	Aguirre (Survey / ROW)	TOTAL
1.0 Phase 1 - Preliminary Engineering and Environmental Studies and Permits						
1.1 Project Management and Administration	\$ 23,806	\$ -	\$ 880	\$ -	\$ -	\$ 24,686
1.2 Meetings (Total 3)	\$ 3,720	\$ -	\$ 700	\$ -	\$ -	\$ 4,420
1.3 Coordination with NCTD (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.4 Project Work Plan and Right-of-Entry Permit	\$ 1,888	\$ 910	\$ -	\$ -	\$ -	\$ 2,798
1.5 Surveying and Mapping	\$ -	\$ -	\$ -	\$ -	\$ 3,686	\$ 3,686
1.6 Utilities Coordination and Plans (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.7 Geotech Investigation & Draft Structure Foundation Report	\$ -	\$ 14,478	\$ -	\$ -	\$ -	\$ 14,478
1.8 Drainage Study	\$ -	\$ -	\$ 9,600	\$ -	\$ -	\$ 9,600
1.9 Sewer Conflict Technical Memorandum (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.10 Bike Lanes Treatments	\$ -	\$ -	\$ 3,450	\$ -	\$ -	\$ 3,450
1.11 Bridge Type Selection Report (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.12 Biological Survey and Environmental Permits	\$ -	\$ -	\$ -	\$ 21,040	\$ -	\$ 21,040
1.13 Cost Estimate	\$ 2,201	\$ -	\$ -	\$ -	\$ -	\$ 2,201
1.14 30% Submittal	\$ 2,648	\$ -	\$ -	\$ -	\$ -	\$ 2,648
1.15 Public Meeting (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.0 Phase 2 - Final Design						
2.1 Project Management and Administration	\$ 25,782	\$ -	\$ 880	\$ -	\$ -	\$ 26,662
2.2 Meetings (Total 3)	\$ 3,720	\$ -	\$ 2,100	\$ -	\$ -	\$ 5,820
2.3 Coordination with NCTD (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.4 Civil Design	\$ -	\$ -	\$ 32,150	\$ -	\$ -	\$ 32,150
2.5 Bridge Design	\$ 17,486	\$ -	\$ -	\$ -	\$ -	\$ 17,486
2.6 Structural Design of Culvert Splitter Wall and Wing Walls	\$ 1,647	\$ -	\$ -	\$ -	\$ -	\$ 1,647
2.7 Final Structure Foundation Report	\$ -	\$ 2,942	\$ -	\$ -	\$ -	\$ 2,942
2.8 Right-of-Way and Easements (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.9 Cost Estimates	\$ 3,898	\$ -	\$ 1,930	\$ -	\$ -	\$ 5,828
2.1 60% Submittal	\$ 5,440	\$ -	\$ 1,945	\$ -	\$ -	\$ 7,385
2.11 Technical Specifications	\$ 6,594	\$ -	\$ 4,780	\$ -	\$ -	\$ 11,374
2.12 Caltrans Encroachment Permit (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.13 Public Meeting (optional service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.14 90% Submittal	\$ 3,344	\$ -	\$ 735	\$ -	\$ -	\$ 4,079
2.15 100% Submittal	\$ 2,840	\$ -	\$ 435	\$ -	\$ -	\$ 3,275
3.0 Phase 3 - Bid Support and Construction Support Services						
3.1 Bid Support	\$ 1,008	\$ -	\$ 900	\$ -	\$ -	\$ 1,908
SUBTOTAL	\$ 106,022	\$ 18,330	\$ 60,485	\$ 21,040	\$ 3,686	\$ 209,563
Direct Costs	\$ 1,000	\$ 11,530	\$ 500	\$ 1,095	\$ 3,150	\$ 17,275
BASE SCOPE TOTALS	\$ 107,022	\$ 29,860	\$ 60,985	\$ 22,135	\$ 6,836	\$ 226,838



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PROJECT FEE - OPTIONAL SERVICES
COST SUMMARY PER FIRM

FIRM NAME		Kleinfelder	Kleinfelder (Geotech)	Kimley-Horn (Civil)	Helix (Environmental)	Aguirre (Survey / ROW)	TOTAL
1.0	Phase 1 - Preliminary Engineering and Environmental Studies and Permits						
1.1	Project Management and Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2	Meetings (Total 3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.3	Coordination with NCTD (optional service)	\$ 1,888	\$ -	\$ -	\$ -	\$ -	\$ 1,888
1.4	Project Work Plan and Right-of-Entry Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5(B)	Additional Surveying and Mapping (optional service)	\$ -	\$ -	\$ -	\$ -	\$ 1,010	\$ 1,010
1.6	Utilities Coordination and Plans (optional service)	\$ -	\$ -	\$ 1,840	\$ -	\$ -	\$ 1,840
1.7(D)	Geotech - Spec Review & Utility Locating (optional service)	\$ -	\$ 2,800	\$ -	\$ -	\$ -	\$ 2,800
1.8	Drainage Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.9	Sewer Conflict Technical Memorandum (optional service)	\$ -	\$ -	\$ 1,525	\$ -	\$ -	\$ 1,525
1.10	Bike Lanes Treatments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.11	Bridge Type Selection Report (optional service)	\$ 7,586	\$ -	\$ -	\$ -	\$ -	\$ 7,586
1.12(D)	Extended Regulatory Permit Processing (optional service)	\$ -	\$ -	\$ -	\$ 10,750	\$ -	\$ 10,750
1.13	Cost Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.14	30% Submittal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.15	Public Meeting (optional service)	\$ 3,324	\$ -	\$ 1,095	\$ -	\$ -	\$ 4,419
2.0	Phase 2 - Final Design						
2.1	Project Management and Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2	Meetings (Total 3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.3	Coordination with NCTD (optional service)	\$ 944	\$ -	\$ -	\$ -	\$ -	\$ 944
2.4(B)	Civil Design - Sewer Relocation Plan (optional service)	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ 3,000
2.5(B)	Bridge Design - Independent Check (optional service)	\$ 7,020	\$ -	\$ -	\$ -	\$ -	\$ 7,020
2.6	Structural Design of Culvert Splitter Wall and Wing Walls	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.7	Final Structure Foundation Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.8	Right-of-Way and Easements (optional service)	\$ -	\$ -	\$ -	\$ -	\$ 2,230	\$ 2,230
2.9	Cost Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1	60% Submittal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.11	Technical Specifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.12	Caltrans Encroachment Permit (optional service)	\$ -	\$ -	\$ 4,830	\$ -	\$ -	\$ 4,830
2.13	Public Meeting (optional service)	\$ 3,324	\$ -	\$ 795	\$ -	\$ -	\$ 4,119
2.14	90% Submittal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.15	100% Submittal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.0	Phase 3 - Bid Support and Construction Support Services						
3.1	Bid Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 24,086	\$ 2,800	\$ 13,085	\$ 10,750	\$ 3,240	\$ 53,961
Direct Costs		\$ -	\$ 1,000	\$ -	\$ 72	\$ 4,041	\$ 5,113
OPTIONAL SCOPE TOTALS		\$ 24,086	\$ 3,800	\$ 13,085	\$ 10,822	\$ 7,281	\$ 59,074

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THE KLEINFELDER TEAM

We believe the key to success on any project begins with a strong and experienced team who will provide our clients with proactive communication and management strategies to ensure successful project delivery. This is why we not only carefully choose each individual we employ, but each and every person we propose to our clients. Our project management and design team is comprised of hard-working, innovative, and experienced engineers who take great pride in their work and are devoted to the community.



PROJECT MANAGER

Craig Shannon, PE
Kleinfelder

TECHNICAL SUPPORT

KLEINFELDER

BRIDGE & STRUCTURAL DESIGN

Keith Gazaway, PE
Nganha Vu, PE

GEOTECHNICAL ENGINEERING

Kevin Crennan, GE

KIMLEY-HORN

UTILITIES & DRAINAGE

Sam McWhorter, PE

CIVIL & ROADWAY

Ross Duenas, PE

BIKEWAY DESIGN & TRAFFIC

Leo Espelet, PE, TE

HELIX

ENVIRONMENTAL

Tom Huffman
Karl Osmundson

AGUIRRE & ASSOCIATES

SURVEYING

Mickey Aguirre, PE
Mike Havener, PLS

RENT REVIEW BOARD

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. RRB _____

File No. _____

Ord No. RRB _____

Agenda Item No.: 11

Date: July 20, 2016

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Jay Petrek, Assistant City Manager

SUBJECT: Long-Form Rent Review Board Hearing for Sundance Mobile Home Park
(Case #0697-20-10092)

RECOMMENDATION:

It is requested that the Rent Review Board accept the staff report, hear public testimony, and determine the appropriate method and factors to utilize for calculating any resulting rent increase as well as the specific rent increase.

PREVIOUS ACTION:

This is the fourth rent increase request filed by this Park since the Mobile Home Rent Control Ordinance was adopted in 1988.

On January 3, 2013, Americorp Enterprises, Inc, the owners of Sundance Mobile Home Park, submitted a long-form rent increase application. A public hearing was opened on August 28, 2013, and the Board voted to grant an increase of \$124.27 per space per month plus a five year increase to recover, on an amortized basis, the costs associated with preparing and presenting the rent increase application. On September 11, 2013, the Board approved RRB Resolution No. 2013-07 approving the increase. On October 16, 2013, the Escondido City Council adopted RRB Resolution 2013-10 No. amending RRB Resolution No. 2013-07 to spread the \$25,000 increase granted for the cost of preparing and presenting the application over the 29 spaces subject to the application, instead of all 88 spaces in the Park.

On January 27, 2015, Sundance MHC, LC, the owners of Sundance Mobile Home Park, submitted a short-form rent increase application. On March 25, 2015, the Board adopted RRB Resolution No. 2015-01 authorizing an increase of 2.332 percent (an average of \$15.29) per space, per month for the subject 24 spaces.

BACKGROUND:

This is a hearing of an application for a rent increase from Sundance Mobile Home Park ("Sundance" or "Park"). The Board is asked to accept this report and attachments, hear public testimony, and make a determination concerning the rent increase request in accordance with the factors set forth in

the Escondido Rent Protection Ordinance, Article V of Chapter 29 of the Escondido Municipal Code (the "Ordinance").

Substantial written materials have been made available for consideration by the Board prior to the hearing (refer to the City Council Reading File). These materials, include the original application and supplemental information, correspondence between staff, the Park, the resident representative, experts and park residents, expert analyses, and a written response from the resident representative. These materials have also been made available to the public at the Housing Counter at City Hall. The materials are considered to be incorporated into this report by reference. In accordance with the Board's Guidelines, all persons have been urged to submit written materials in advance of the hearing to avoid delays. The Park owner and resident representatives have been presented with copies of this Staff Report and the accompanying expert report, and have been invited to present any last-minute concerns and questions to staff for presentation at the hearing.

THE ORIGINAL APPLICATION:

Sundance is located at 2250 N Broadway, Escondido, California. The Park was opened in 1977 and contains 88 spaces. At the time of the initial application, there were 22 spaces subject to rent control; the other units in the Park are vacant or are on long-term leases which are exempt from rent regulation and therefore are not part of this application. Since the application was filed, three spaces have been leased to new homeowners on long-term leases, and have been removed from this application, leaving 19 spaces subject to this Hearing.

Common facilities available to all spaces include a clubhouse with a kitchen, meeting area with a stage, a library, billiards room, swimming pool and Jacuzzi, shuffleboard courts, exercise room and a coin laundry facility. Extensive greenbelts are found throughout the park.

The application was initially received February 5, 2016. The Park owner initially requested that the rent for the spaces subject to rent control be increased by \$157.17 per space per month to allow maintenance of net operating income for the park. This request was later amended to \$171.14. The average monthly space rent for the 19 affected spaces is approximately \$673.47. Residents pay an additional \$17.07 charge for legal fees associated with the 2013 hearing. The proposed increase would result in a new average space rent of \$844.64 (\$861.71 with the temporary increase). The Park owner justifies the requested increase request based on a fair return analysis using the Maintenance of Net Operating Income (MNOI) standard.

The Park owner also requests that Sundance be allowed to recover the costs of the application. In a letter dated July 1, 2016, C. William Dahlin, one of the attorneys representing Sundance MHP LP in the application, stated that Sundance has incurred \$16,568 in fees and costs as of June 30, 2016. He anticipated another 10-12 hours (at an hourly rate of \$300) during the month of July to prepare for and attend the Rent Review Board Hearing.

EXPERT ANALYSIS:

Since 1998 there have been few long-form hearings in Escondido, as most park owners have taken advantage of the voluntary "short form" process provided in the City's mobilehome park regulations. City staff employed Dr. Kenneth Baar to provide an expert analysis of the park owner's application pursuant to the criteria for evaluation of a fair return which are set forth in the Ordinance. Dr. Baar used the Maintenance of Net Operating Income (MNOI) approach to calculate a fair return. His fair return reports were provided to the Board in numerous prior "long form" hearings, mainly in the 1990's. This report is attached as Exhibit B.

Over the past 30 years, Dr. Baar has served as a consultant to 18 California jurisdictions on rent control issues. Dr. Baar has a Ph.D. in urban planning and is an attorney. His articles have been extensively cited by California appellate courts, especially in regards to the issue of fair return under rent control. He has published extensively and has taught urban planning and housing policy courses in universities in East Europe, pursuant to two Fulbright Fellowships and as a visiting professor at Columbia University. Dr. Baar's resume is attached as Appendix C to Dr. Baar's report.

MNOI ANALYSIS IN THIS APPLICATION:

Dr. Baar notes in his analysis that Escondido's fair return standard (Section 4.g. of the Ordinance) consists of eleven non-exclusive factors, which shall be considered. He finds that the most apparent commonality among the eleven factors is that they mandate consideration of the types of factors that are considered in an MNOI formula – changes in operating expenses and increases in CPI. (Exhibit B, page 11-12)

To calculate what level of rent would provide a fair return under the MNOI approach:

1. A base period must be identified and net operating income calculated for that base period.
2. The Park's increase in operating expenses and income during the period of consideration for the application must be determined.
3. The amount of increase to be allowed in net operating income (for inflation) must be determined.

It is common to assume in an MNOI standard that if the owner has obtained a fair return rent adjustment, the last year that was considered in that application shall become the base year for a subsequent MNOI analysis. This approach is based on the concept that the prior decision provided a fair base rent. The current application uses, as its base year, the figures adopted in the 2013 rent increase determination. Dr. Baar's analysis assumes that the Rent Review Board would continue to follow its decision from the 2013 proceedings to consider only rent income from the rent controlled spaces. (Exhibit B, page 13)

ANALYSIS OF FACTORS IN THE RENT PROTECTION ORDINANCE:

Section 4 (g) of the Ordinance enumerates eleven factors that the Board shall consider, in addition to any other relevant factors, in determining an appropriate rent increase. The following numbered paragraphs present the factors set forth in the Ordinance, and a summary of the Park Owner's comments, staff and expert analysis, and comments on the factors.

(1) Section 4 (g) (1) -- Changes in the Consumer Price Index for All Urban Consumers in San Diego Metropolitan Area published by the Bureau of Labor Statistics.

Park Owner's Comments, per the Application:

The Park owner requests that the base year NOI be adjusted at 75 percent of the 4 percent CPI increase from 2012 to 2015. (Application, page 137)

Staff Analysis/Comments:

Prior to the 2013 hearing, when the Board used the MNOI standard, it indexed net operating income by 40 percent of the percentage increase in the CPI. In that case, the indexing ratio had a substantial impact on the outcome. In this case, as opposed to the prior case, indexing plays only a very minor role because the CPI has only increased by 4 percent since the prior application. Consistent with the Board's decision in 2013 application, the Park Owner MNOI projections index net operating income by 75 percent of the percentage increase in the CPI. (Exhibit B, page 13)

Changes in the CPI are taken into account in Dr. Baar's MNOI analysis.

(2) Section 4 (g) (2) -- The rent lawfully charged for comparable mobilehome spaces in the City of Escondido

Park Owner's Comments, per the Application:

The Park owner does not base this application on the rents lawfully charged for comparable mobile home spaces, although they do ascertain that "rents are well below rents charged at comparable parks in the City and the rents voluntarily agreed to by other tenants within the Park who are on long term leases." (Application, page 137)

Staff Analysis/Comments:

Staff agrees that rents for new tenants at Sundance are considerably higher than rents charged to residents subject to this application. New leases extend as long as 2040. However, a prior case before this Rent Review Board considered the issue of whether the rents of all spaces or only of rent controlled spaces should be considered. In response to the view that only rent controlled rents should be considered as a relevant factor in applying this ordinance's comparability standard, the Court of Appeal concluded that "comparable" rents include the rents of regulated and exempt spaces. (Berger Foundation v. City of Escondido)

The park owner is not requesting an increase based on rents lawfully charged for comparable mobilehome spaces, therefore rents of the spaces other than the spaces subject to the application are not considered.

(3) Section 4 (g) (3) -- The length of time since either the last hearing and final determination by the Board on a rent increase application or the last rent increase if no previous rent increase application has been made.

Park Owner's Comments, per the Application:

The Park Owner cites the 2013 long-form increase as the last rent increase determination (Application, p 13).

Staff Analysis/Comments:

This is the third long-form application for increase from Sundance since the mobilehome rent control ordinance was adopted in 1988. In 2013 the Board voted to grant an increase of \$124.27 per space per month plus a temporary increase of \$17.07 to recover the costs associated with preparing and presenting the rent increase application. In 2015 the Board authorized an average increase of \$15.29 (2.332 percent) per space, per month based on a short-form rent increase application.

(4) Section 4 (g) (4) -- The completion of any capital improvements or rehabilitation work related to the mobilehome space or spaces specified in the rent increase application, and the cost thereof, including such items of cost, including materials, labor, construction interest, permit fees, and other items as the Board deems appropriate.

Park Owner's Comments, per the Application:

The Park owner lists three capital improvements since they purchased the Park in October 2014: concrete work at the main entry and the pool, sewer replacement, and the installation of new water meters. (Application, page 14)

Staff Analysis/Comments:

Section 8 of the Rent Review Board Guidelines state that: major replacement or major construction of an existing facility or improvement constitute capital improvements (i.e. major replacement and/or reconstruction of streets or roadways, sewer lines, water lines and gas lines). The addition of new facilities in a park, such as a new office or utility room, a sauna, a Jacuzzi or an addition to a recreation room, are also examples of capital improvements.

The installation of water meters should not be considered a capital improvement and has not been included as a capital expense in Dr. Baar's analysis. The other capital expenses have been included in the analysis. (Exhibit B, page 13)

(5) Section 4 (g) (5) -- Changes in property taxes or other taxes related to the subject mobilehome park.

Park Owner's Comments, per the Application:

The Park Owner cites a large increase in property taxes (\$18,750 to \$94,915 per year). (Application, page 14)

Staff Analysis/Comments:

With the sale of the Park to a new owner, the property was reassessed and property taxes increased significantly (approximately \$72.51 per space per month). Increases in property taxes expenses are taken into account in Dr. Baar's MNOI analysis.

(6) Section 4 (g) (6) -- Changes in rent paid by the applicant for the lease of the land on which the subject mobilehome park is located.

Park Owner's Comments, per the Application:

Not applicable.

Staff Analysis/Comments:

This factor is not applicable as the park ownership is not subject to a land lease.

(7) Section 4 (g) (7) -- Changes in utility charges for the subject mobilehome park paid by the applicant and the extent, if any, of reimbursement from the tenants.

Park Owner's Comments, per the Application:

"Water, sewer, trash and cable have increased from the 2013 level of \$110 per space per month to \$125.36 per month. New tenants pay water and sewer directly. Commencing September 2016, all tenants will pay water and sewer directly." (Application, page 14)

Staff Analysis/Comments:

Increases in utility expenses are included in Dr. Baar's MNOI analysis.

(8) Section 4 (g) (8) -- Changes in reasonable operating and maintenance expenses.

Park Owner's Comments, per the Application:

The Park owner cites significantly increased expenses for the current year, primarily attributable to significantly increased property taxes, utility rates, professional rates, and insurance premiums. (Application, page 15)

Staff Analysis/Comments:

Under the MNOI standard, park owners are entitled to rent increases which cover their increases in operating costs. Adjustments were made to the Park's projection of a 50 percent increase in payroll expenses, which raised the 2015 level of payroll expenses to a level far above the average for mobilehome parks. Also, the City's consultant removed legal fees for work related to the subdivision of the Park, and insurance costs (based on clarifying information from the Park owner). (Exhibit B, page 13)

Changes in reasonable operating and maintenance expenses are included in Dr. Baar's MNOI analysis.

(9) Section 4 (g) (9) -- The need for repairs caused by circumstances other than ordinary wear and tear.

Park Owner's Comments, per the Application:

The Park owner cited extraordinary maintenance to the sewer line. (Application, page 15)

Staff Analysis/Comments:

No significant physical issues have been raised regarding the condition of the park by the residents. The management indicated that they would begin discussions with the resident group regarding possible future improvements (resurfacing the swimming pool and the roads) at the Resident Meeting on June 27, 2016. No plans have been made and the Park owner is not asking for an increase for future work.

(10) Section 4 (g) (10) - The amount and quality of services provided by the applicant to the affected tenant.

Park Owner's Comments, per the Application:

The Park owner cites the park as a five star quality park, located in a convenient location with a large clubhouse, meeting room, kitchen, library, billiard room, exercise room, laundry, saunas, and a shop area. The Park grass common areas throughout and a pool with Jacuzzi. (Application, page 137)

Staff Analysis/Comments:

Residents have disputed the characterization of the Park as a five-star quality park. In an appraisal report prepared for a Rent Board hearing involving Vista Verde Estate Estates in 2013, in discussing comparable parks for that case, the City's appraiser reported: "....[Sundance] is a good quality park that is currently in good condition."

(11) Section 4 (g) (11) - Any existing written lease lawfully entered into between the applicant and the affected tenant.

Park Owner's Comments, per the Application:

Not applicable.

Staff Analysis/Comments:

Of the spaces which are subject to the rent increase application, all are on a month-to-month basis.

(12) Other Comments/Relevant Factors

Park Owner's Comments, per the Application:

"Sundance proposes a rent increase that would maintain rents well within the constraints of reasonableness contemplated by the Ordinance. Sundance respectfully submits that regulation by the City which is more severe than this contemplated purpose would be, in effect, imposing a private rent subsidy on the park owner resulting in a taking whereby Sundance would be entitled to compensation under the constitutions of the United States and California. See *Lingle v. Chevron U.S.A., Inc.*, 125 S. Ct. 2074 (U.S. 2005) and *Armstrong v. United States*, (1972) 364 U.S. 40, 49.

"The courts have held that regulations which improperly impose the burden of affordable housing on individual property owners is an unconstitutional taking. *Cienega Gardens v. United States* (Fed Cir. 2003) 331 F.3d 1319, 1338. The City should apply the Ordinance as it was intended, to protect against rent gouging, not as a below market rent subsidy." (Application, page 139)

Staff Analysis/Comments:

The Board may consider any other factor it deems relevant to the purposes of the Ordinance, including any last minute information presented at the hearing which was not available at the time of publication of this report. Residents are very concerned about the frequency of multiple large rent increases, especially within a senior community. Many of the residents at the resident meeting on June 27, 2016, were not subject to rent control, but were tenants who have leases which expire in 2017, who wanted to learn about the protections and risks offered by Prop K. There have been concerns about management practices and resale policies. When appropriate, residents have been referred to appropriate agencies for resolution.

A report from the Code Enforcement Division has noted Health and Safety violations in the Park (attached as Exhibit A). All items noted on the Code Enforcement Inspection Report are now in compliance. Correspondence from the Owner of the Park regarding Dr. Baar's report was received on July 11, 2016, and is included as Exhibit C. The Resident Representatives had additional questions upon receipt of the report. Their initial response is included as Exhibit D; additional correspondence is anticipated before the Rent Review Board hearing.

The decision of the Rent Review Board will be finalized by adoption of a Resolution confirming the findings of the Public Hearing, and the Notice of Determination will be mailed to the applicant and

residents immediately upon adoption of the Resolution at a future meeting. The 90-day notice of any rent increase granted may be sent to the residents upon the adoption of the Resolution.

STAFF RECOMMENDATION AND ALTERNATIVES:

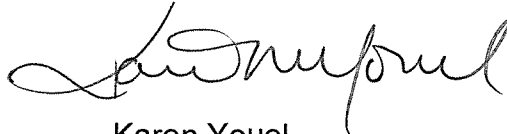
Based on the expert analysis provided by Dr. Baar, staff recommends the acceptance of an increase based on an MNOI analysis. With the recommended modifications to the figures provided by the Park owner, a rent increase of \$102.22 would be required in order to maintain the net operating income that was deemed fair in the prior hearing. Most of the increase in operating expenses (\$72.51 per space per month) is attributable to the increase in property taxes triggered by the sale of the property in 2014.

The Park Owner claims approximately \$20,168 for the cost associated with preparing and presenting the rent increase application in this case. If granted, it is strongly recommended that the costs of preparing and presenting application should be prorated among all of the spaces in Sundance. (see discussion in Exhibit B, page 17) If this cost were to be prorated among all the spaces in the park and amortized over a two year period with no interest, the monthly cost per space would be \$12.46. If this cost were to be prorated among all the spaces in the park and amortized over a five year period, with an interest rate of 7%, the monthly cost per space would be \$5.92.

Respectfully submitted,




Jay Petrek
Assistant City Manager



Karen Youel
Housing & Neighborhood Services Manager

DATE: July 8, 2016

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT
CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER 

SUBJECT: SUNDANCE MOBILEHOME PARK

Sundance Mobilehome Park was inspected on July 6, 2016, with the lighting inspection conducted the prior evening, as a result of an application for a rent increase having been filed. There were nine general and two lighting violations found; the inspection report is attached.

A resident meeting was held on June 27, 2016, attended by twenty-seven residents, two park managers, the resident representative and two city staff members. The resident form was turned in to staff the day prior to the park inspection.

There were two code enforcement cases in this park during the past year, one involving tree trimming and the other unfounded.

CC: Bill Martin, Director of Community Development
Karen Youel, Rent Control Administration

July 7th, 2016

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Sundance Mobile Home Park

Park Owner: Sundance MHC, LP
C/O Amber Monte – President IPG
19772 MacArthur Blvd. Ste. 100
Irvine, Ca. 92612

Park Management: Greg Gillson – Maintenance Manager
2250 N Broadway Ave
Escondido, CA 92026

Inspection Date: 7/6/16

Inspectors: Jamie Zeller
Stephen Jacobson

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. Remove one of the locks on the upstairs balcony door to the clubhouse to prevent egress issues. **25 CCR § 1102(b)**
2. Repair or replace non-working window latches throughout the clubhouse. **25 CCR § 1102(b)**

3. Obtain a building permit with the City of Escondido for the installation of the water heater located in the laundry room that was installed in 2004. **25 CCR 1018(a).**
4. Repair or replace the raised concrete trip hazards located at spaces #87 and #88. **25 CCR § 1102(a)**
5. Obtain a building permit with the City of Escondido for the installation or removal of the existing gas line for the barbecue.
6. Repair or replace the non-working exhaust fan located in the laundry room. **25 CCR § 1188(b), 25 CCR § 1102(a)**
7. Repair the uneven portion of the pavement in front of space #42 that creates a trip hazard. **25 CCR § 1102(a)**
8. Repair the uneven portions of the pavement that present a trip hazard located at the main driveway entrance of the mobile home park. **25 CCR § 1102(a)**
9. Repair the large piece of broken concrete that is located in the common area, near the drainage pipe and greenbelt area outside of space #67. **25 CCR § 1102(a)**

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; 7-5-16)**

1. Repair/replace the non-working light at space #45.
2. Repair or replace all non-working lights on the interior, (women's restroom, sauna, community room) and exterior of the clubhouse, (front of clubhouse main doors, shuffleboard court lighting, the corner of the clubhouse near the shuffleboard court and exterior light that faces the spa/pool area). **25 CCR § 1102 (a), 25 CCR § 1605(d)(2)**

MOBILEHOME PARK RENT REVIEW

RESIDENT REPRESENTATIVE REPORT FORM

Park Name Sundance MHP

Date of Inspection July 6 @ 9a

Resident Representative Bob Wise + Jeremy Singer

This park will be inspected as a result of an application having been filed for a rent increase. The Code Enforcement Division will base their inspection under provisions outlined in the California Health and Safety Code, Division 13, Part 2.1; California Code of Regulations – Title 25, the Escondido Zoning Code, Article XLV; and the Escondido Municipal Code, Section 6-480 Property Maintenance.

The report compiled by the Code Enforcement Division will address the health and safety issues related to the common areas of the mobile home park and those items for which the repair and maintenance is the responsibility of the owners and managers of the park. The attached list is to assist you and the residents in noting your current concerns so that they can be addressed as part of the process.

At the time of the inspections, each item on this list will be discussed with the participants. If it is a violation of Title 25 it will be made part of the Inspection Report.

Occasionally there are no concerns noted by park residents. If that is the case, we ask that you check the appropriate statement below, sign the form and return it to the Code Enforcement Division.

 The residents have expressed no specific concerns or issues at this time.

Yes The residents have expressed the specific issues and concerns that are noted on the accompanying pages of this report.

Bob Wise
Print Name of Resident Representative

[Signature]
Signature

July 5, 2016
Date

#68
Space # / Phone Number

RENT CONTROL INSPECTION CHECKLIST RESIDENT COMMENTS

Responsible person: There shall be a person available who shall be responsible for the operation and maintenance of the mobile home park. The person or designee shall reside in parks of 50 units or more, and shall have knowledge of emergency procedures of the park facilities.

The residents are concerned that the newly hired, on site Managers do not fully understand ALL of the emergency procedures and many other urgent situations & operational methods here at our community. This is shown by the current Manager's frequent calls to the previous full time Maintenance Supervisor that was here for 35 years, and He has now been given a reduced schedule of part time work here. The Managers unfairly expect him to take calls anytime that he is gone, about how to take care of many common problems, such as gophers tearing up the grass and where is the public address system to use for our resident meetings with the City Staff on June 27th 2016.

This just relates a few of the many things that we have always depended upon the MH Park Management that they can take care of for us. Are the on site Managers aware of ALL of **OUR HOME city water** & separate community irrigation 2-water wells for the **controls and shut-offs** ?

Rubbish, accumulation of waste material: The park shall be kept clean and free of the accumulation of refuse, garbage, rubbish, excessive dust or debris.

Tripping hazards at individual residents' curbs, such as #42 & #88 & #87. Also we have not had our annual community tree trimming, such as Palms at lot #1, #7, #8, #61, #75, #72, #63-64, #66, & #67: that might have heavy branches falling on pedestrians or our Homes or might create a fire hazard.

Drainage: The park common areas and roadways shall be graded and sloped to provide storm drainage runoff. Standing water should evaporate within 72 hours.

Concerns remain from the August 2013 & the March 2015 RRB Public Hearings about drainage in green belt grassy areas with irrigation and rain storms causing water & mud run-off into & under our Homes, because of the dug-in nature of our below ground level structural supports. This "As-Is" existence from the 2013 Administrative Record at the Sundance Resident's Court Appeal shows **deferred maintenance** for many, many years. It should be taken care of by the current Sundance MHP Owners without a pass-thru, because the situation was known by the Powerful IPG Attorneys because of their participation (due diligence) in the 2013 RRB Public Hearings prior to the sale of Sundance in Oct 2014.

We would like to have the Escondido CODE Inspector show us all of the areas of our Community asphalt Roads that have an HCD Title 24, Title 25, or other Health and Safety Concerns, and also any Escondido Municipal Code problems (such as Chapter 29-34 Code 1957 & 2422.2) on the Community asphalt roads for us to be aware of. Also the same referenced CODES for our Community Pool & Spa. Are there rough underwater surfaces on the sides, steps, handrails or on the bottom that create Health & Safety issues?

Building and park lighting: During hours of darkness, artificial lighting shall be maintained in accordance with requirements of Title 25.

At our Community Club House some lights are not working: Four (4) recessed can lights at Entry **outside**
Two hanging coach lights not working: one right of Entry and one at back near First Aid Kit
Spot light toward American Flag not working. Community maintained light at lot space #45 not on

Lot address identification: Each lot shall be identified by letters, numbers or a street address mounted in a conspicuous place facing the roadway.

N/A

Permanent park buildings: Park buildings, structures and facilities shall be maintained free from hazards.

At the Community Club House laundry room , we see a hot water heater that shows a 2004 "energy sticker" but no building permit from our master list of Sundance MHP permits. Was it ever inspected , AND more importantly , does it have an annual inspection as recommended in the Owner's Manual that is attached in a folder on the right side of the heater . SDG&E and qualified agents can do a safety check for dust clogging burner functions underneath AND proper ventilation up the exhaust flue to prevent leakage of combustion gases into the Building. We see no records of ANY safety inspections either. . Are there other gas or electric "appliances" in the Sundance Community Club House that have not received their annual inspections ? Are there bio-hazard materials stored in plastic bags in the 2nd floor locked storage rooms or other conditions of neglect that would create a fire hazard in the entire abandoned & locked , upstairs storage rooms ?

Our Mobile Home Park exterior ROW landscape next to Broadway and Rincon that is required to be "maintained in a flourishing manner" by the Escondido City Conditional Use Permit (AR-640) Resolution No. 2761 on Dec 9 1975 item #13 is NOT looking 'well kept' with missing ground cover , and broken pieces of trees & bushes.

Emergency information: Emergency information is to be printed and posted in a conspicuous location and shall contain the following telephone numbers/information:

Fire Department Some emergency phone numbers missing , including CODE ENFORCEMENT
Police Department
Park office
Responsible person for operation and maintenance
Code Enforcement
Park location - address
Nearest public telephone



Other questions, comments or concerns:

We are very upset by the prepared agenda that the IPG President , Amber Monte , came to our Resident meeting on June 27th at 5PM to ambush all of the Sundance MHP Residents with outrageous threats to spend about \$235,000 and immediately charge all of us , that seemed to specifically & unfairly coerce new leases to be signed . The Escondido City Staff saw exactly how the 27 in attendance , fixed-income , elderly at-risk Senior Citizens here at Sundance are being treated to cause some to cry out in anguish during that meeting . We understand her right to observe the meeting , BUT to interject the IPG hurtful agenda into OUR meeting was unethical & improper there . We were NOT there to detail the rent .

The barriers at the empty lot space #29 at the 3 foot concrete driveway drop-off , is not adequate to withstand 300 pounds of pressure , as required by OSHA standards. Someone is a risk if wishing to look at placing their new Home on that location , A perfectly good Home was removed there in Oct 2015 because the rent demanded by IPG & the process to be approved was entirely too much for the buyer to endure , so they removed their purchased Home . The American market system broke-down !

In October 2015 all of the Sundance MHP PROP K Rent Stabilized Residents received a letter from IPG . our Management Company , that our rent wold be raised in February 2016 . This was patently illegal according to our Escondido Rent Ordinance but their threat was already there and the stress that that action created was severe to our elderly senior citizens who did not immediately know their rights under the LAW.

We have received conflicting written information about when the Sundance MHP Community Club House & Laundry room is unlocked for Resident use in the evenings and weekends.

City of Escondido
Code Enforcement Division
201 N. Broadway
Escondido, CA 92025
(760) 839-4650

RENT CONTROL INSPECTION CHECKLIST
RESIDENT COMMENTS

Responsible person: There shall be a person available who shall be responsible for the operation and maintenance of the mobile home park. The person or designee shall reside in parks of 50 units or more, and shall have knowledge of emergency procedures of the park facilities. continued Page 4 of 4

The Manager's Home at Lot space #6 removed both the temporary 2nd-shed & their allowed shed in their driveway car port that had a flapping blue tarp covering it instead of permanent siding for the last few years in violation of Escondido MHP Codes. This removal by several workers in their truck and trailer was done on Friday July 1st that ended at 8:35 PM with much metal rattling noises that disrupted our peace and quiet after dark in violation of the Sundance MHP "Rules & Regulations", that the IPG Management did not follow and flagrantly violated ! Also we have obvious and much worse than usual gopher infestation near our Homes as discussed at the July 27th meeting with Escondido Housing Staff..

We are confused by the "Owners Affidavit" (Sundance Park#0022) asserting accuracy that is signed by Amber Monte when many things seem to contradict that accuracy , such as (Sundance Park#0013 Item#3): Our last RRB Public Rent Hearing was March 25 2015 NOT as stated in the Applicaion 2-1/2 years ago in 2013 AND the continuing verbal assertions to us from Amber Monte that she is NOT AN OWNER of Sundance MHP. We also wish to clear up some confusion which is included in this IPG "Application" about our Community Club House. Although it appears "large" (Sundance Park#0009) , the 2nd floor only has empty , unused , & locked storage rooms that give NO SERVICES to the Residents , except the outside "sunset viewing deck" which was blocked from us in 2013&2014. There is also an attempt to "OVERSIZE" the Club House by referring to the SAME TWO areas as "meeting rooms , game rooms , craft rooms" that are ALSO used as the Dining Room & Library *We should NOT be rated "5-Star"*

The residents are concerned about the installation of the individual water meters that were installed at our Homes in July thru September 2015. BOTH the manufacturers and the San Diego County *"Weights & Measures "* have emailed us to say that the 3 / 4 inch domestic water meters should be installed HORIZONALLY. They said that the precision nature of the internal mechanisms should be kept horizontal Many (most) of our Homes had the water meters vertically mounted last year , that would NOT allow them to be entirely accurate . We question why the City of Escondido CODE Department that inspected them , would allow this to happen ? The installation costs that we are now individually each being asked to pay about \$604 per Home , is NOT justified by this sub-standard work , that was grossly over-charged to IPG.

There are missing materials (concrete ground level boxes) that were delivered to Sundance in July 2015 and never installed & then removed from Sundance MHP in bulk, but charged to us anyway. Why did IPG NOT install a water meter at the Club House to monitor (and conserve) the water usage for the pool operation ? **This would allow an accumulated total of ALL community water meters to check for their accuracy to the Master City Water Meter -AND- to check for any underground water LOSS !**

**Analysis of Sundance Mobilehome Park Owner's
Rent Increase Petition**

(Escondido, California)

Kenneth K. Baar

July 7, 2016

This report was prepared at the request of the City of Escondido. The opinions in this report are those of the author and do not necessarily reflect the opinions of the City.

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Executive Summary

Under the mobilehome park rent stabilization ordinance, a park owner may apply for a rent increase based on consideration of specific factors set forth in the ordinance, mainly related to increases in operating costs and the Consumer Price index, the amount of rent the Board “determines to be just, fair, and reasonable”, and “any other factors it considers relevant.”

This application covers the 19 spaces in the 88 space Sundance Mobilehome Park which are covered by the City’s mobilehome park space rent control ordinance.

The current average monthly rent of the rent controlled spaces is \$690.54. (This total includes an average base rent of \$673.47 and a five year surcharge of \$17.07/space/month for the amortized cost of the Park Owner’s rent increase application).

The Park Owner is requesting an increase in the allowable monthly space rents of \$171.14. (See Application, p. 147. “Revised Attachment L”)

From 1986 (the base year under the ordinance) to 2012, the average rent of the 19 rent controlled spaces increased from \$262.11 to \$533.79, an increase of 103.6%, compared to an increase of 126% in the Consumer Price Index (CPI) during this period.

In 2013, the Board granted a rent increase of \$124.37, plus a temporary (five year) increase of \$17.07 to cover the amortized cost of the rent increase application.

Taking into account the rent increase granted in 2013 including the temporary increase, the average rent of the rent controlled spaces increased from an average in 1986 of \$262.11 to an average in 2015 of \$690.54, an increase of 163%, compared to an increase of 137.4% in the Consumer Price Index (CPI) during this period.

If the rent increase is granted, the base rent will be increased to \$844.64 and the overall rent including the temporary increase will be increased to \$861.71. The increase above the base period (1986) would be 228%, compared to the 137.4% increase in the CPI since the base year.

MNOI Analysis

Since the mid-1990's, the Escondido Rent Board has usually used an MNOI standard in order to determine allowable rents and the courts have upheld the use of this type of standard. Under the MNOI standard, park owners have a right to rent increases that cover operating cost increases and provide growth in net operating income indexed by an inflation factor. In 1998, in a case involving a decision by Escondido’s rent board, the Court of Appeal held that the MNOI standard is a “fairly constructed formula,” even though another type of standard may justify a higher rent.

The current application is based on a maintenance of net operating income (MNOI) analysis with the projected increase based on a claim of increase in operating expenses, since the 2012 (the

base period), from \$307,383 to \$454,076, an increase of \$146,693 (47.7%), \$138.91/space/month.

In this analysis modifications are recommended for the operating expense projections to be included in an MNOI analysis.

The recommended modifications are:

- 1) the projection of property taxes should be increased by \$12,485.
- 2) the cost of the installation of the water meters is \$53,274. The amortized cost is \$11.99/space/month. This cost should not be incorporated into the MNOI analysis,
- 3) the claim for a 50% increase (\$25,985) since 2012 in on-site management payroll should not be incorporated into the MNOI analysis, unless the applicant can demonstrate that this increase is associated with an upgrade in the service level.
- 4) 65% of the claim for legal expenses should be excluded because those expenses are for legal services related subdivision plans rather than the operation of the park,
- 5) the portion of the insurance costs not attributable to coverage for the current year should be excluded.

These modifications would result in a projected increase in operating costs of \$108,930; \$103.15/space/month, from 2012 to 2015, rather than the increase of \$146,493 (\$138.91/space/month) projected by the Park Owner.

Most of the increase in operating expenses (\$76,753; or \$72.51/space/month) is attributable to the increase in property taxes triggered by the sale of the property in 2014..

Calculation of Increase Based on MNOI Standard

If the operating expense projections in this report are utilized,, a rent increase of \$102.22 would be required, in order to maintain the net operating income that was deemed fair in the prior hearing.

This increase varies slightly from the amount of the operating cost increases because it includes an upward adjustment of the base period net operating income by 3% and an offset for the rent increase permitted in 2015.

Projection of Rent Adjustment under MNOI Standard

	Using Park Owner Projection of Operating Cost Increases	Using Recommended Projection of Operating Cost Increases
Increase in Operating Expenses	146,693	108,930
NOI Adjustment - 3% of 2012 NOI (=75% of 4% CPI Increase)	2,510.81	2,510.81
Offset Rent Increases Since 2013 Fair Return Adjustment	(3,491.76)	(3,491.76)
MNOI Adjustment	145,712.05	107,949.42
MNOI Adjustment/Space/Mo.	137.98	102.22

Overall Perspective

To place the MNOI adjustment in perspective, it is noted that:

(1) In the hearing on Sundance's 2013 rent increase petition the base period net operating income was adjusted by 75% of the CPI increase since 1986. In contrast in the cases of earlier years involving other mobilehome parks the Board adjusted the net operating income by 40% of the percentage increase in the CPI since the base year.

(2) With the MNOI adjustment projected in this report, the rent increases since the original base period under the ordinance (1986) would be 200.9% compared with an increase in the CPI of 137% during the period.

The Author

The author's resume is attached as Appendix D. The author has a Ph.D in urban planning and is an attorney. He has researched and published extensively on housing policy issues.

Over the past 35 years, he has been employed as a consultant by eighteen California jurisdictions for the purpose of preparing an analysis of fair return under an ordinance regulating mobilehome park space rents. His articles have been extensively cited by appellate courts, especially in regards to the issue of fair return under rent stabilization. Also, appellate courts have concluded that his opinions have provided a substantial evidence for the findings of rent boards in fair return cases.

The author has prepared studies of the mobilehome park housing market for five California cities, including Los Angeles.

Also, the author has taught urban planning and housing policy courses in East Europe, pursuant to two Fulbright Fellowships and as a visiting professor at Columbia University. He has served as consultant for the World Bank and U.S.A.I.D. funded programs on public policy issues in East Europe.

Court Opinions on Fair Return Issues Citing Articles by Kenneth Baar

Helmsley v. Borough of Fort Lee, 78 N.J. 200, 394 A.2d. 65 (1978) New Jersey Supreme Court

Fisher v. City of Berkeley, 37 Cal.3d. 644, 209 Cal.Rptr. 682 (1984) California Supreme Court; affirmed, 475 U.S. 260, 106 S.Ct. 1045 (1986)

Oceanside Mobile Home Park Owners Association v. City of Oceanside, 157 Cal.App.3d. 887 (1984) California Court of Appeals

Mayes v. Jackson Township, 103 N.J. 362, 511 A.2d. 589 (1986) New Jersey Supreme Court; cert. denied, 479 U.S. 1090 (1987)

Yee v. Mobilehome Park Rental Review Board, 17 Cal. App. 4th 1097 (1993) California Court of Appeal

Palomar Mobilehome Park v. City of San Marcos, 16 Cal.App.4th 481 (1993) California Court of Appeal

Kavanau v. Santa Monica Rent Control Board, 16 Cal.4th. 761 (1997) California Supreme Court); cert. denied, U.S. (1998)

Rainbow Disposal Co., Inc. v. Mobilehome Park Rental Review Board, 64 Cal.App.4th. 746 (1998) California Court of Appeal

Quinn v. Rent Control Board of Peabody, 45 Mass. App.Ct. 357, 698 N.E.2d.911 (1998) Massachusetts Court of Appeal

MHC Operating Limited Partnership v. City of San Jose, 106 Cal. App.4th 204 (2003)
California Court of Appeal

Berger Foundation v. City of Escondido, 127 Cal.App.4th. 1 (2005) California Court of
Appeal

TG Oceanside LP v. City of Oceanside, 156 Cal. App.4th 1355 (2007) California Court of
Appeal

Testimony of Kenneth Baar Considered as Substantial Evidence in Fair Return Cases

Rainbow Disposal Co., Inc. v. Mobilehome Park Rental Review Board, 64 Cal.App.4th
1159 (1998) California Court of Appeal

MHC Operating Limited Partnership v. City of San Jose, 106 Cal. App.4th 204 (2003)
California Court of Appeal

Hillsboro Properties v. Public Utilities Commission, 108 Cal.App.4th 246 (2003)
California Court of Appeal

Berger Foundation v. City of Escondido, 127 Cal.App.4th. 1 (2005) California Court of
Appeal

Los Altos El Granada Investors v. City of Capitola, 139 Cal. App. 4th 629 (2006)
California Court of Appeal

Besaro v. Fremont, 204 Cal. App. 4th 345 (March 2012) California Court of Appeal

Colony Cove v. City of Carson, 220 Cal. App. 4th 840 (2013) California Court of Appeal

I. Introduction

The purpose of this report is to provide an analysis of the rent increase application filed by the owner of the Sundance Mobilehome Park. The increase application is applicable to 19 out of 88 spaces in the park. The Park Owner is requesting an increase in the monthly space rents of \$171.14 (Application, p. 147) over the current average rent of the controlled spaces of \$690.54.

Under state law, spaces which are covered by leases which are one year or more and meet specified conditions are exempted from local rent regulations.¹ About three-quarters of the spaces in park are under this exemption.

Escondido, is one of approximately 90 jurisdictions in the state of California that regulates increases in mobilehome park space rents. Its ordinance was adopted in 1988. There are 24 mobilehome parks with 3,422 mobilehome spaces in the City.

Under the City's Mobilehome Rent Control ordinance and regulations park owners may obtain annual ("short form" application) rent increases equal to 75% of the percentage increase in the CPI without providing operating expense information, if the increase application is not opposed by a majority of the residents. In addition, Park owners may petition to obtain rent increases based on factors set forth in the ordinance and constitutional fair return standards. Since 1995, the Mobilehome Rent Review Board has generally used a maintenance of net operating income (MNOI) standard in order to determine what rents must be permitted in order to provide a fair return.

A very critical change in regards to the operation and impact of the ordinance occurred in 1995. Until that time the ordinance was interpreted to not authorize additional rent increases when a mobilehome was sold in place. In *Mobilepark West Homeowners Ass'n v Escondido Mobilepark West* the Court of Appeal ruled that the ordinance provided for unlimited rent increases when mobilehomes are sold in-place, with subsequent allowable rent adjustments based on the newly established initial base rent for the new mobilehome owner.² Most of the mobilehome park space rent ordinances in the state do not contain a vacancy decontrol provision.³

In 1997 the City adopted the "short form" rent increase procedure, under which mobilehome park owners may obtain a rent increase equal 75% of the CPI increase if the application is not opposed by a majority of the residents.⁴ Prior to the adoption of the short form procedure, rent increases could only be obtained through the fair return petition process. Since 1998 only about ten "long form" petitions have been filed.

¹ California Civil Code, 798.17

² 35 Cal. App. 4th 32 (1995)

³ A substantial portion of the ordinances permit limited annual rent increases when mobilehomes are sold in place, typically in the range of 5% to 10%.

⁴ Mobilehome Rent Review Guidelines, Sec. 12.

In 2013, the Board authorized a rent increase of \$124.37, plus a five year surcharge of \$17.07/space/month to cover the amortized cost, including the applicant's attorney's fees, of the rent increase application.

II. Escondido's Mobilehome Park Rent Ordinance and Regulations

Section 4.g. of Escondido's mobilehome space rent ordinance lists factors that the Board "shall consider" in determining what rent would be "just, fair, and reasonable."

(g) The Board shall approve such rent income as it determines to be just, fair and reasonable. The Board shall consider the following factors, in addition to any other factors it considers relevant, in making such determination:

- (1) Changes in the Consumer Price Index for All Urban Consumers in San Diego Metropolitan Area published by the Bureau of Labor Statistics.
- (2) The rent lawfully charged for comparable mobilehome spaces in the City of Escondido.
- (3) The length of time since either the last hearing and final determination by the Board on a rent increase application or the last rent increase if no previous rent increase application has been made.
- (4) The completion of any capital improvements or rehabilitation work related to the mobilehome space or spaces specified in the rent increase application, and the cost thereof, including such items of cost, including materials, labor, construction interest, permit fees, and other items as the Board deems appropriate.
- (5) Changes in property taxes or other taxes related to the subject mobilehome park.
- (6) Changes in the rent paid by the applicant for the lease of the land on which the subject mobilehome park is located.
- (7) Changes in the utility charges for the subject mobilehome park paid by the applicant and the extent, if any, of reimbursement from the tenants.
- (8) Changes in reasonable operating and maintenance expenses.
- (9) The need for repairs caused by circumstances other than ordinary wear and tear.
- (10) The amount and quality of services provided by the applicant to the affected tenant.
- (11) Any existing written lease lawfully entered into between the applicant and the affected tenant.

Regulations which were adopted pursuant to the ordinance contain additional guidelines. However, neither the ordinance nor the guidelines contain a specific methodology or formula for determining what rent increase shall be permitted.

III. Consideration of the Specific Factors Set Forth in Section 4.g. of the Ordinance

(1) Changes in the Consumer Price Index for All Urban Consumers in the San Diego Metropolitan Area published by the Bureau of Labor Statistics.

From 1986 (the base year) to 2015, the CPI increased by 137%. Since 2012, the income and expense year considered as the current year in the last rent adjustment application to 2015, the CPI increased by 4%. (A CPI chart is attached as Appendix A of this report.)

From 1986 (the base year under the ordinance) to 2015, the average rent of the spaces covered in the application increased from \$263 to \$690.54, an increase of 163%. The average rent of the spaces which are currently exempt increased from \$271 to \$810 an increase of 199%.

If the proposed rent increase is granted the average rent of the rent controlled spaces would be \$863 and the percentage increase in rent over the base year would be 228%.

Rent Increases and CPI Increases Compared

	Average 1986	Average 2015	Pct Increase 1986-2015
CPI	113.5	269.43	137.4%
<i>Rent</i>			
Rent Controlled Spaces	\$263	\$690.54	162.9%
Rent Controlled Spaces if requested increase of \$171.14 is granted		\$861.71	228.0%
Rent Controlled Spaces if increase is granted based on MNOI projection in this Report		\$792.66	202%

(2) The rent lawfully charged for comparable mobilehome spaces in the City of Escondido.

The Park Owner did not make a claim based on consideration of the rents of comparable mobilehome spaces..

(3) The length of time since either the last hearing and final determination by the Board on a rent increase application or the last rent increase if no previous rent increase application has been made.

The last hearing and determination of an allowable rent ceiling was made by the Board was in 2013.

(4) The completion of any capital improvements or rehabilitation work related to the mobilehome space or spaces specified in the rent increase application, and the cost thereof, including such items of cost, including materials, labor, construction interest, permit fees, and other items as the Board deems appropriate.

The Park Owner claimed three capital improvement costs in this case (Application, p. 14). In the Park Owner's income and expense projection these expenses are amortized over a five year period, without any interest allowance, resulting in an annual projected cost of \$14,245. (Application, p. 152) This amount is the equivalent of \$13.49/space/month.

Park Owner's Projection of Capital Improvement Costs

Concrete work at main entry and pool	7,250
Water Meter Installation	53,274
Sewer replacement (cure in place sleeve)	10,700
<hr/>	
Total	71,224
Annual amortized cost	14,245

The ordinance provides that an interest allowance should be included in calculating the allowable cost for capital improvements. It states:

The board may provide that an increase in rent or a portion of an increase in rent granted by the board be limited to the length of time necessary to allow the park owner to reasonably amortize the cost of a capital improvement, including interest. Such increase granted as a result of the capital improvement shall not continue beyond the time necessary for reasonable amortization of the cost of such improvement. (Section 29-104(h))

If a 7% interest allowance had been included in the costs the annual amortized cost would be \$15.93/space/month.

**Capital Improvements Amortized Costs/Space/Month
5 year amortization with a 7% interest allowance**

Concrete work at main entry and pool	1.63
Water Meter Installation	11.95
Sewer replacement (cure in place sleeve)	2.35
Total	15.93

Treatment of Water Meter Installation Costs

The ordinance defines Capital improvement as:

... the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs. (Sec. 29-1-01)

This installation is not an improvement that benefits the Park residents. Typically capital improvements involve replacements which extend the life of the improvements in a park or upgrading of the facilities of the park, such as infrastructure systems, roads, major work on a central recreation or clubhouse. While this type of work involves a real cost to the Park Owner, it is not an improvement which benefits the Residents.

The Park Owner claims an expense of \$53,274 (\$605/mobilehome space) for the installation of water meters. (Application,p.14)When the system is completed the residents will have individual water service and meters. This water system compares with the current system, under which the Park Owner obtains reimbursement for water costs from the Residents.

In the Park Owner's MNOI analysis, this expense is amortized over 5 years, resulting in an annual cost of \$12,658.57 or \$11.99/space/month. If this expense is passed through to the residents, their monthly water costs would increase from an average of \$26.30 to \$38.29.

(5) Changes in property taxes or other taxes related to the subject mobilehome park.

The revenue and expense statement submitted by the applicant indicates that property taxes increased from\$18,341 in 2012 to \$82,430 in 2015. (Application, p. 152) This amount was calculated by adding the property tax bills from the second half of FY 2014-2015 and the first half of FY 2015-2016. (See Application,p.112, for property bills.)

However, the property tax bill for the second half of FY 2014-2015 reflected the fact that the property was not purchased until October 15, 2014. The annual level of property taxes based on the new purchase price is the \$94,914.56 amount set forth in the 2015-2016 property tax bill.

This increase in annual property taxes of \$76,563.56 from \$18,341 to \$94,914.56 is equal to \$72.51 per month per space.

(6) Changes in the rent paid by the applicant for the lease of the land on which the subject mobilehome park is located.

This factor is not applicable because the park ownership is not subject to a land lease.

(7) Changes in the utility charges for the subject mobilehome park paid by the applicant and the extent, if any, of reimbursement from the tenants.

The income and expenses associated with provision of submetered gas and electricity are excluded from consideration in a fair return analysis under local rent regulations because regulation of gas and electricity income is preempted by state law which provides for regulation by the California Public Utilities Commission (PUC).⁵ The rates are set a level designed to cover the maintenance of the gas and electricity systems as well the charges of the utilities for gas and electricity.

In the application increases in the following unremibursed utility costs are reported: electric & gas for common areas, trash, water, sewer, and cable. Overall utility costs increased from \$116,454 to \$138,092.54, an amount equal to \$20.49/space/month.

The table below sets forth the base year and current year amounts and the increase per space per month for each of these utilities.

Increases in Utility Costs

Utility	Expense			
	Base Year	Current Year	Increase	Increase /Space/Mo.
Electric & Gas Common Areas	8,906.00	11,706.00	2,800.00	2.65
Trash	20,703.00	20,314.00	(389.00)	-0.37
Water & Sewer	45,403.00	55,948.00	10,545.00	9.99
Cable	41,442.00	50,124.54	8,682.54	8.22
Total	116,454.00	138,092.54	21,638.54	20.49

⁵ See *Rainbow Disposal Co., Inc. v. Mobilehome Park Rental Review Board*, 64 Cal.App.4th 1159, 75 Cal.Rptr. 2d. 746 (1998) California Court of Appeal

(8) Changes in reasonable operating and maintenance expenses.

Under the MNOI standard park owners are entitled to rent increases which cover their increases in operating costs. The following modifications to the Park Owner's operating expense projections are recommended.

Payroll Expenses

The Park Owner is claiming a 50% increase in payroll expenses, from \$52,100 to \$78,085 within a two year period.

The claimed level of payroll expenses is high by industry standards. It is equal to 9.9% of the annual rent of the park. (\$78,085 / \$791,477).

Data on average payroll expenses is limited. However, a national survey of mobilehome park operating expenses in 2013, by a widely respected industry source reported average "wages" of 4.5% of rental income. An appraisal report by an appraiser who specializes in mobilehome park appraisals and is frequently retained by mobilehome park owners in fair return hearings projected a mean on-site management cost of \$343/space/year in 2012. (See Appendix B for copies of these management cost projections.)

In this analysis the payroll compensation is to be the 2012 amount adjusted by the 4% increase in the CPI since 2012

Legal & Professional Expenses

The Park Owner income and expense spreadsheet, submitted in April 2016 projects legal and professional expenses of \$16,237, compared to \$3,600 in the base year. In subsequent correspondence the Park Owner's indicated that 65% of the legal and professional expenses were for work related to "subdivison." (Application, p. 392) There was no explanation about the nature or purpose of the subdivision expenses.

Subdivision costs would typically be related to altering the ownership form of the mobilehome park land rather than a cost of operating a mobilehome park.

Insurance Costs

The applicant's expense projections for 2015 included two years of liability insurance expenses which totaled \$10,071 (Application,p. 266) . The projection included one policy in effect from October 2014 to September 2015 and another in effect for the following twelve month period. In response to a subsequent inquiry from the City, the applicant reported that \$4,401.53 of the

policy cost was attributable to 2015. (Application, p. 392).⁶ In the MNOI projection in this report the insurance cost is adjusted to reflect the premiums covering 2015.

(9) The need for repairs caused by circumstances other than ordinary wear and tear.

The City's inspector's report

(10) The amount and quality of services provided by the applicant to the affected tenant.

As of the time this report was prepared, no issues had been raised about amount and quality of the services provided in the park. Park amenities include a clubhouse, swimming pool, spa, shuffleboard and laundry facilities.

In an appraisal report prepared for a Rent Board hearing involving Vista Verde Estate Estates in 2013, in discussing comparable parks for that case, the City's appraiser reported: "...[Sundance] is a good quality park that is currently in good condition."⁷

(11) Any existing written lease lawfully entered into between the applicant and the affected tenant.

As indicated, about three-quarters of the spaces in the park are covered by leases which are exempt from local rent regulation. The income and expenses attributable to these spaces are not incorporated into the MNOI analysis.

There are rationale for and against including these spaces in the MNOI analysis. These issues were discussed in this author's report that was submitted in the 2013 hearing for this park. (The report was included in the Park Owner's current application. Application, pp. 46-99. See p. 67)

In that hearing the City Council adopted an MNOI analysis which limited the income and expense analysis to the spaces covered by the ordinance.

⁶ This total is equal to the sum of the amounts from the policies that was attributed to 2015 in the applicants letter. (\$2,852.03 + \$1,549)

⁷ James Brabant, Anderson & Brabant, Escondido, Summary Appraisal Report, Vista Verde Estates, Dec. 28, 2012.

IV. The “just, fair and reasonable” standard and “any other factors ... the Board considers relevant”

The “other factors” which have been considered relevant in considering rent increase applications involve the right of the park owner to obtain a “fair return.” This section sets forth a fair return analysis.

The analysis is bound by legal precedent, as well as the provisions in the ordinance, because “fair return” is a “legal constitutional term”, referring to a “constitutional minimum.” The California Supreme Court has explained:

Although the term “fair rate of return” borrows from the terminology of economics and finance, it is as used in this context a legal, constitutional term. It refers to a constitutional minimum within a broad zone of reasonableness.⁸

A. The Selection of a Fair Return Standard

1. The Authority of the City to Select a Fair Return Standard

The ordinance directs the Board to consider the factors that “it considers relevant,”.

The board shall approve such rent increase as it determines to be just, fair and reasonable. The Board shall consider the following factors, in addition to any other factors it considers relevant, in making such determination

In *Rainbow v. City of Escondido* (1998), the Court of Appeal held that the MNOI standard is a “fairly constructed formula” and upheld the Board’s use of its use in a case in which a park owner had proposed the use of another type of standard. The Court stated:

As this court has repeatedly noted, “. . . there is no single constitutionally required formula which must be utilized when government seeks to regulate the price charged for a good or service. [Citation.] . . . [A] governmental entity may choose to regulate pursuant to any fairly constructed formula even though other proper formulas might allow for higher prices.” (*Palomar Mobilehome Park Assn. v. Mobile Home Rent Review Com.* (1993) 16 Cal.App.4th 481, 487 [20 Cal.Rptr.2d 371], italics added; *Yee v. Mobilehome Park Rental Review Bd.*, supra, 17 Cal.App.4th at p. 1104; *San Marcos Mobilehome Park Owners' Assn. v. City of San Marcos* (1987) 192 Cal.App.3d 1492, 1498 [238 Cal.Rptr. 290].) The United States Supreme Court held: “It is not theory but the impact of the rate order which counts. If the total effect of the rate order cannot be said to be unjust and unreasonable, judicial inquiry . . . is at an end.” (*Power Comm'n v. Hope N Gas Co.* (1944) 320 U.S. 591, 602 [64 S.Ct. 281, 288, 88 L.Ed. 333].)

⁸ *Galland v. Clovis*, 24 Cal.4th.1003, 1026 (2001)

"A 'just and reasonable' rate of return is one high enough to encourage good management, reward efficiency, discourage the flight of capital, and enable operators to maintain their credit, and which is commensurate with returns in comparable enterprises, but which is not so high as to defeat the purpose of rent control to prevent excessive rents. [Citation.] There is a range of rents which can be charged, all of which could be characterized as allowing a 'just and reasonable' return. [Citations.] Thus, many decisions by rent control boards will focus on the issue of where the requested increases fall within the range of possible rents-all of which rents would allow the owner a return sufficiently 'just and reasonable' as to not be constitutionally confiscatory." (San Marcos Mobilehome Park Owners' Assn. v. City of San Marcos, supra, 192 Cal.App.3d at pp. 1502-1503.)

Baar's MNOI approach adopted by the Board is a "fairly constructed formula" which provided Rainbow a sufficiently "just and reasonable" return on its investment. "The [MNOI] approach has been praised by commentators for both its fairness and ease of administration. [Citations.]" (Palomar Mobilehome Park Assn. v. Mobile Home Rent Review Com., supra, 16 Cal.App.4th at p. 486.) The Board was not obliged to reject Baar's MNOI analysis just because an historical cost/book value formula using Rainbow's actual cost of acquisition and a 10 percent rate of return would have yielded a higher rent increase.⁹

B. The Use of a Maintenance of Net Operating Income (MNOI) Standard

In its fair return cases since 1995, Escondido has usually used an MNOI standard. In each case in which the City's authority to use this formula has been challenged, it has been upheld by the Court of Appeal.

Under an maintenance of net operating income (MNOI) standard, fair return is defined as net operating income (NOI) as of a specified date adjusted by a specified inflation index. In effect, the standard ensures that an owner may obtain rent increases that are adequate to cover cost increases and provide some growth in income.

While the Escondido ordinance does not set forth a specific fair return standard, the criteria set forth in the Escondido ordinance support the use of an MNOI standard. A prominent commonality among the criteria in Section 4.g., which sets forth the criteria for setting allowable rents, is that they relate to increases in park operating expenses and inflation (the Consumer Price Index), factors which are central under the MNOI standard.

Criteria 5, 6, 7, and 8 require that the Board shall consider "changes" in park operating costs.

Criteria 1 requires consideration of increase in the Consumer Price Index (CPI).

⁹ 64 Cal.App.4th 1159, 1172 (1998)

Criteria 3 requires consideration of the time since the last rent increase. Together, Criteria 1 and 3 can be interpreted to direct consideration of the increase in the CPI since the last rent increase.

Criteria 4 addresses the costs of capital improvements. It specifically refers to the "completion" of capital improvements.

The other criteria are not directed towards changes in park operating costs or the Consumer Price Index (CPI).

Two of the criteria, 9 and 10, relate to the condition of the park and the services provided.

Criteria 2 relates to the rent for "comparable" mobilehome spaces.

Legislative and Judicial Acceptance of the MNOI Standard

The MNOI standard is common among California mobilehome space rent control ordinances. It is set forth in at least twenty mobilehome space rent ordinances.

Judicial acceptance of MNOI standards by California courts began in the 1980's. In *Oceanside Mobilehome Park Owners' Ass'n v. City Oceanside* (1983)¹⁰ and *Baker v. City of Santa Monica* (1986),¹¹ California appellate courts upheld maintenance of net operating income fair return standards. In *Oceanside Mobilehome Park Owners' Ass'n* the Court found that the fair return standard was reasonable because it allowed an owner to maintain prior levels of profit.¹²

In 1984 in *Fisher v. City of Berkeley*, the State Supreme Court listed maintenance of net operating income as one of the commonly used types of formulas.¹³

In 1993, a California Court of Appeal commented: "The maintenance-NOI approach has been praised by commentators for both its fairness and ease of administration. ... It was approved by this court in *Oceanside Mobilehome Park Owners' Assn. v. City of Oceanside* (1984) 157 Cal.App.3d 887..."¹⁴

¹⁰ 157 Cal. App.3d. 887 (1984)

¹¹ 181 Cal. App.3d. 972 (1986)

¹² 157 Cal. App.3d. at 902-905.

¹³ 37 Cal.3d. 644,680 (1984)

¹⁴ *Palomar Mobilehome Park Assn. v. Mobile Home Rent Review Com.*, 16 Cal.App.4th 481, 486 (1993)

V. Application of the Maintenance of Net Operating Income (MNOI) Standard in this Case

A. The Base Year

MNOI standards commonly provide that the year preceding the adoption of rent regulation shall be the base year for the purpose of an MNOI analysis based on the concept that rent levels set prior to the adoption of rent control provide a fair base.

It is common to provide in an MNOI standard that if the owner has obtained a fair return rent adjustment the last year that was considered in that application shall become the base year for a subsequent MNOI analysis. This approach is based on the concept that the prior decision provided a fair base rent. This author has recommended the use of this approach in the absence of a specific legislative direction on this issue.

If an MNOI analysis used a base period that preceded the prior fair return adjustment any diversion from the standard used in the prior determination would constitute a reconsideration of the prior application as well as a consideration of the current application.

In this case, the applicant uses the current year (2012) from the MNOI analysis adopted in the prior rent increase determination as the base period in the current application..

B. Indexing of Net Operating Income

In the 2013 hearing the Board indexed net operating income by 75% of the percentage increase in the CPI since the base year in its MNOI analysis. (RRB 2013-07, Sec. 27)

In cases prior to 2013 hearing, when the Board used the MNOI standard, it indexed net operating income by 40% of the percentage increase in the CPI. In that case, the indexing ratio had a substantial impact on the outcome because the CPI had increased by 108% since the base year. Therefore, the difference between indexing net operating income by 40% and 100% of the percentage increase in the net operating income was equal to 65% of the base period net operating income. This author's report for the 2013 hearing contains detailed discussion of the indexing issue.

In this case, as opposed to the prior case, indexing plays only a very minor role because the CPI has only increased by 4% since the prior application. Consistent with the Board's decision in 2013 case, the Park Owner MNOI projections index net operating income by 75% of the percentage increase in the CPI.

C. Calculation of Allowable Rent Pursuant to MNOI Fair Return Standard Using Alternate Indexing Ratios and Alternate Income and Operating Expense Projections.

The tables below sets forth calculations of allowable rents and rent adjustments pursuant to the MNOI standard using the income and operating expense projections of the Park Owner and alternate calculations using the income and operating expense projections set forth in this report.

The first table sets forth the expense projections provided by the Park Owner and the expense projections used in this MNOI analysis.

The second table contains an MNOI fair return calculation. The projected MNOI adjustment is \$102.22.

Income and Expense Projections			
(modifications noted in bold outline)			
	Year Ended 12/31/2012	Year Ended 12/31/2015 "normalized" by applicant*	Year Ended 12/31/2015 Adjusted in Baar Analysis
REVENUE			
Rent	616,148	791,477	
Other Income			
Total Revenue	616,148	791,477	
EXPENSES			
Labor Costs			
Payroll	52,100	78,085	54,184
Worker's Compensation	5,633	4,400	4,400
Payroll Taxes	4,329	7,528	7,528
Manager Rent Credit	6,924	8,201	8,201
Total Labor Costs			
Utility Expenses			
Elec & Gas Common Area	8,906	11,706	11,706
Trash	20,703	20,314	20,314
Water & Sewer	45,403	55,948	55,948
Total Utility Expenses			
Repairs & Maintenance			
Air/Heat	229	-	
Building	23,216	12,029	12,029
Electric	1,230	173	173
Equipment	403	3,700	3,700
Landscaping	9,413	3,239	3,239
Clubhouse	6,175	4,455	4,455
Plumbing	229	6,921	6,921
Pool	546	504	504
Street Repairs/Asphalt	5,027	7,250	7,250
Capital Expenses over 5 years		14,245	4,265
Total Repairs & Maintenance			
Administrative & General			
Auto Expense		518	518
Cable	41,442	50,125	50,125
Dues & Subscriptions	155	2,573	2,573
Insurance-General	6,112	10,618	4,805
Legal & Professional	3,600	16,237	5,683
Management Fees	30,807	31,133	31,133
Meals & Entertainment	656		
Office Supplies	1,475	5,369	5,369
Property Tax	18,341	82,430	94,915
Seminars & Meetings	2,655	2,888	2,888
Fees & Licenses	8,906	10,079	10,079
Telephone	2,768	3,408	3,408
Total Administrative & General			
Total Expenses	307,383	454,076	416,313

* Source: Applicant's Spreadsheet, Application p.152, cable expenses subsequently adjusted by applicant,application, p. 240.

MNOI Rent Adjustment Calculation

	Using Park Owner Projection of Operating Cost Increases	Using Recommended Projection of Operating Cost Increases
Increase in Operating Expenses	146,693	108,930
NOI Adjustment - 3% of 2012 NOI (=75% of 4% CPI Increase)	2,510.81	2,510.81
Offset Rent Increases Since 2013 Fair Return Adjustment	(3,491.76)	(3,491.76)
MNOI Adjustment	145,712.05	107,949.42
MNOI Adjustment/Space/Mo.	137.98	102.22

VI. Allowance for Costs of Rent Increase Application

In the 2013 hearing the Park Owner was permitted to allocate all of the application costs (primarily legal fees) to the spaces covered by the rent ordinance, rather than all of the spaces in the mobilehome park. (Rent Review Board, Resolution No. 2013-10).

As a result, the costs of preparing and presenting the application which would be nearly the same if all the spaces were covered by the rent ordinance was allocated among 29 spaces, less than one-third of the spaces in the Park.

It is strongly recommended that the costs of preparing and presenting application should be prorated among all of the spaces in mobilehome park.

The reason that the Applicant could not allocate the cost to all of the spaces in the park is that the Applicant obtained exemptions from the ordinance for a majority of the spaces in the park. Presumably, the Park Owner undertook these arrangements because they were more advantageous than remaining under the coverage of the rent ordinance. It could be expected that an owner would elect to enter into more advantageous business arrangements.

It would not be reasonable to shift a cost to the balance of the park residents who are covered by the rent regulation, because that cost can no longer be passed through to the residents of the exempt spaces as a result of the fact the Park Owner was able to enter into arrangements for those spaces that were more advantageous than the rent regulation.

To place the issue of the allocation of the application costs in perspective, it is essential to note that the increase rental income from the exempt spaces, above the rent level permitted under the ordinance, is not considered in determining a fair return from the spaces still covered by the ordinance. But conversely the approach of allocating all rent application costs to the residents covered under the ordinance places the “burden” of the exemption on the these residents, by requiring them to cover the whole cost of rent increase applications. At the same time, the “fruits” of the exemptions are not considered in the rent setting process.

The effect of the type of approach used in the last hearing would be that the cost per resident for rent increase application costs will increase when a Park Owner obtains more space exemptions from the ordinance.

Eventually, only a few residents could be required to cover the whole cost of an application. This cost would simply be unbearable. It would be a consequence of the fact that a park owner was able to enter into arrangements that were more favourable than the rent ordinance for the balance of the spaces in a park.

Appendix A

Consumer Price Index

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Data extracted on: July 6, 2016 (3:01:24 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA424SA0
 Not Seasonally Adjusted
 Area: San Diego, CA
 Item: All items
 Base Period: 1982-84=100

Download:  .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1980	75.1		76.4		79.8		79.8		80.4		82.5		79.4		
1981	85.1		86.7		88.0		90.3		92.8		95.0		90.1		
1982	95.6		94.3		97.4		99.0		96.3		95.1		96.2		
1983	96.1		96.9		98.2		99.1		100.7		101.2		99.0		
1984	102.4		103.3		104.4		103.9		105.6		107.6		104.8	103.5	106.0
1985	107.7		109.2		110.0		110.3		111.6		112.1		110.4	109.2	111.5
1986	112.9		112.1		113.2		113.3		114.1		114.6		113.5	112.8	114.2
1987													117.5	116.6	118.3
1988													123.4	121.9	125.0
1989													130.6	128.9	132.3
1990													138.4	136.5	140.3
1991													143.4	142.2	144.7
1992													147.4	147.0	147.7
1993													150.6	150.4	150.8
1994													154.5	154.3	154.6
1995													156.8	156.3	157.3
1996													160.9	159.8	161.9
1997													163.7	163.7	163.7
1998													166.9	166.0	167.8
1999													172.8	171.7	173.9
2000													182.8	179.8	185.8
2001													191.2	190.1	192.4
2002													197.9	195.7	200.0
2003													205.3	203.8	206.7
2004													212.8	211.4	214.3
2005													220.6	218.3	222.9
2006													228.1	226.7	229.6
2007													233.321	231.870	234.772
2008													242.313	242.440	242.185
2009													242.270	240.885	243.655
2010													245.464	244.242	246.686
2011													252.910	252.451	253.368
2012													256.961	256.637	257.285
2013													260.317	258.955	261.679
2014													265.145	265.251	265.039
2015													269.436	267.346	271.526

Appendix B

Data – On-Site Management Costs of Mobilehome Parks

REAL ESTATE APPRAISAL REPORT

AZTEC MOBILE HOME PARK
7425 CHURCH STREET
YUCCA VALLEY, CA
AS OF SEPTEMBER 26, 2013

PREPARED FOR:
CARITAS CORPORATION

JOHN P. NEET, MAI

Operating Expense Analysis

The estimate of expenses is derived from a variety of sources, including a review of expense statements from comparable projects, historical data maintained in my files, and historical information provided to the appraisers by the subject's management.⁷ Much of the comparison made with other sources of data is based on a cost per unit analysis, as compared to a percentage of collected income basis. The latter is not considered as reliable as the former for several reasons: 1) Operating expenses are predominantly fixed and not subject to fluctuation based on rental income, and properties with higher rents typically have lower costs as a percentage of income; 2) operating expenses are not significantly affected by occupancy levels; and 3) market participants have a strong tendency not to utilize percentage based comparisons. Likewise, total expense ratios have limited applicability for these reasons as well as the complicating factors of submetered or provided utilities, which distorts the total ratio due to the significant cost of utilities and the high level of reimbursements where applicable.

The following table provides expense comparable data from 10 mobile home parks from 2011 and 2012, the most recent years for which a full year of data is available. This data is unfiltered, that is it has not been adjusted to delete items that are not considered in my projections for the subject (expensed capital expenditures, higher than typical payroll expenses, use or lack of use of professional management services, etc.). The data does demonstrate the significant variability from project to project, and indicates the need to rely on multiple sources of data and analysis to support projections of future expense for the subject.

No. Units	30	161	289	227	54	94	125	185	208	237
2011										
Taxes	\$665	\$37	\$314	\$1,406	\$701	\$327	\$158	\$968	\$375	\$808
Prof. Mgmt.		\$211	\$228	\$413	\$391	\$383	\$274	\$518	\$440	\$773
On-Site Mgmt.	\$478	\$182	\$363	\$268	\$297	\$460	\$325	\$338	\$211	\$235
Insurance	\$98	\$61	\$78	\$107	\$66	\$127	\$73	\$100	\$233	\$85
Repairs/Maint.	\$709	\$384	\$402	\$348	\$575	\$416	\$273	\$387	\$827	\$379
Admin./Misc.	\$137	\$128	\$167	\$131	\$168	\$276	\$125	\$307	\$338	\$145
2012										
Taxes	\$677	\$170	\$335	\$1,085	\$716	\$357	\$318	\$900	\$388	\$824
Prof. Mgmt.		\$214	\$95	\$432	\$409	\$383	\$324	\$578	\$394	\$791
On-Site Mgmt.	\$552	\$211	\$350	\$256	\$479	\$495	\$551	\$337	\$258	\$267
Insurance	\$103	\$59	\$88	\$138	\$66	\$126	\$76	\$140	\$275	\$95
Repairs/Maint.	\$735	\$433	\$352	\$269	\$588	\$416	\$568	\$457	\$692	\$409
Admin./Misc.	\$129	\$127	\$219	\$83	\$161	\$276	\$215	\$341	\$642	\$111
2 Year Average										
Taxes	\$671	\$104	\$325	\$1,246	\$709	\$342	\$238	\$934	\$382	\$816
Prof. Mgmt.		\$213	\$162	\$423	\$400	\$383	\$299	\$548	\$417	\$782
On-Site Mgmt.	\$515	\$197	\$357	\$262	\$388	\$478	\$438	\$338	\$235	\$251
Insurance	\$101	\$60	\$83	\$123	\$66	\$127	\$75	\$120	\$254	\$90
Repairs/Maint.	\$722	\$409	\$377	\$309	\$582	\$416	\$421	\$422	\$760	\$394
Admin./Misc.	\$133	\$128	\$193	\$107	\$165	\$276	\$170	\$324	\$490	\$128
Analysis of Sample-2 Year Average										
	Low Value	High Value		Mean	Median		Mean-80% Conf.			
Taxes	\$104	\$1,246		\$576	\$526		\$552			
Prof. Mgmt.	\$162	\$782		\$403	\$400		\$383			
On-Site Mgmt.	\$197	\$515		\$346	\$347		\$343			
Insurance	\$60	\$254		\$110	\$95		\$98			
Repairs/Maint.	\$309	\$760		\$481	\$418		\$468			
Admin./Misc.	\$107	\$490		\$211	\$167		\$190			

⁷ The reader should be aware that there are no reliable institutional data sources that report statistics on operating expenses for this property type such as exist for other, more commonly held investment properties, such as BOMA for office properties and similar source for other property types.

Expense Projections

The data considered is summarized in the following spreadsheets, which report the data from the subject (filtered), the comparable data (unfiltered), and explanatory comments as to the projections made.

Taxes	2010	2011	T12 11/11-10/12	T12 7/12- 6/13	Comparable Data (\$/U)			Projection
					Low	High	Mean	
Annual	\$48,888	\$75,601	\$78,008	\$78,646				
Per Unit	\$298.10	\$460.98	\$475.66	\$479.55	\$104	\$1,246	\$552	\$758 /U
Current Taxes/Assessments-				\$78,646				

Comment/Analysis: The taxes estimated in the expense statement have been calculated to assume a sale of the subject property within a reasonable range of the value estimated herein, and using the current tax rates as specified elsewhere in the report. Direct Assessments are added to the tax estimated. Historic real estate tax expenses are considered irrelevant to the projection due to the requirements of Proposition 13.

Prof. Mgmt.	2010	2011	T12 11/11-10/12	T12 7/12- 6/13	Comparable Data (\$/U)			Projection
					Low	High	Mean	
Annual	\$41,777	\$42,537	\$43,763	\$44,093				
Per Unit	\$254.74	\$259.37	\$266.85	\$268.86	\$162	\$782	\$383	\$169 /U
Concluded Prof. Mgmt Charge as percentage of Eff. Gr. Rental Income:					3.0%			\$27,741

Comment/Analysis: This expense includes general and administrative costs, supervision of on-site personnel, preparation of reports, overseeing of investment. It is typically reported on a percentage basis and applied to effective gross rental income (not to ancillary income such as reimbursements or laundry income). The subject is managed by an entity related to the ownership of the park. For this reason, the reported expense is not considered indicative of a third party management contract. Professional management charges are estimated as a means of separating the value of the real estate from the value of the owner's investment of time and management expertise. Typically, this expense ranges from 3% to 6% of collected rents, with minimum charges typically in the \$6,000 per year range (for a minimal package of services in a smaller property), and totals generally in the \$12,000 to \$60,000 range (for medium to large properties with sufficient income to support the expense). The reported expense rarely falls below 3% of effective gross site rental income.

On-Site Mgmt.	2010	2011	T12 11/11-10/12	T12 7/12- 6/13	Comparable Data (\$/U)			Projection
					Low	High	Mean	
Annual	\$26,879	\$25,350	\$27,480	\$27,399				
Per Unit	\$163.90	\$154.57	\$167.56	\$167.07	\$197	\$515	\$343	\$175 /U
Share of Reported Payroll Cost	50%	50%	50%	50%				

Note: Share of Reported Payroll Cost based on percentage allocations reported by property manager.

Comment/Analysis: On-site management consists of all payroll related expenses for the on-site management personnel, and includes salary, rent rebates, payroll taxes, workman's compensation, and fringe benefits. In the projection, on-site management payroll is not allocated between salary and rent, and the projected amount represents a cost that may be allocated between salary and rent rebates in any manner. The historic expense is reasonable in light of available market data. The projection is sufficient to provide for 1 full time management employee, considered sufficient for a property of this size and complexity.

Insurance	2010	2011	T12 11/11-10/12	T12 7/12- 6/13	Comparable Data (\$/U)			Projection
					Low	High	Mean	
Annual	\$9,415	\$9,979	\$10,353	\$10,377				
Per Unit	\$57.41	\$60.85	\$63.13	\$63.27	\$60	\$254	\$98	\$65 /U
Current Reported Premium:	\$10,368	/year	Per Unit:	\$63.22				

Comment/Analysis: Insurance expense covers fire, all risk property damage, and public liability. The historic costs are reasonable in relation to the expense comparable data and the current premium. The projection is based on the current premium.

Land Lease Lifestyle Community (aka Mfd. Home Community)

OPERATING EXPENSE RATIOS (OERs)					
Expense Categories	Land Lease Lifestyle Communities			Apartments	
	National Survey III	Allen Model	ARA MHC Model ¹	IREMs Analysis	Apt. Model
ADMINISTRATIVE EXPENSES					
Management Fee	5.0%	5.0%	--	4.5%	4.5%
Wages	4.3%	4.5%	--	8.4%(2)	8.0%
Admin. Costs	2.4%	2.5%	--	7.0%	8.5%
Telephone	0.5%	0.5%	--	NA	NA
Advertising	0.3%	0.5%	--	NA	NA
TOTAL	12.5%	13.0%	13.7%	19.9%	19.0%
OPERATING EXPENSES					
Supplies	0.4%	0.5%	--	2.5%(3)	
Heating	0.3%	0.5%	--	0.9%(4)	0.9%
Electric	0.9%	1.0%	--	1.7%(6)	1.5%
Water/Sewer	9.2%	9.0%	--	3.1%(6)	3.0%
TOTAL	10.8%	11.0%	13.3%	8.2%	7.9%
MAINTENANCE EXPENSES					
Repairs	5.8%	5.0%	--	8.5%(7)	8.5%
Wages	3.0%	3.0%	--	5.8%(2)	
TOTAL	8.8%	8.0%	7.3%	14.3%	14.0%
TAXES AND INSURANCE					
Real Estate Taxes	6.8%	6.5%	--	7.4%	7.5%
Other Taxes, Licensing	0.3%	0.5%	--	0.1%	0.1%
Property Insurance	0.9%	1.0%	--	1.6%	1.5%
TOTAL	8.0%	8.0%	10.2%	9.1%	9.1%
SERVICE EXPENSES					
Subcontracts	NA	NA	NA	NA	NA
TOTAL	40.1%	40.0%	44.5%²	51.5%(9)	50.0%
Footnotes: 1. ARA MHC Group 2. Moved 3% wages from admin to maint					

INDUSTRY STANDARD CHART OF ACCOUNTS, for OER EXPENSE RATIOS (OER)

MANAGEMENT FEE — Any non-salary and non-wage fee paid to a firm or individual functioning as a manage subcontractor

ADMINISTRATIVE & WAGES — All office-related, on-site salaries and wages paid for leasing, bookkeeping and management. Include outside accounting and legal expenses.

ADMINISTRATIVE COSTS — Includes travel and entertainment, dues and subscriptions, bad debt expense, office supplies and postage, contributions, and on-site computer supplies.

TELEPHONE — Basic telephone charges and long distance carrier service fees. No yellow page ad fees.

ADVERTISING — Newspaper classified and display, telephone yellow page directory, radio, brochures, business cards, special signage, website.

OPERATING SUPPLIES — Pool chemicals, lawn fertilizers and seed, ice melting chemicals, etc...

HEATING EXPENSE — Natural or propane gas, fuel oil for office, clubhouse, maintenance facility.

ELECTRICITY — Street lights, pumps, building lights - and heating, if appropriate.

WATER/SEWER — Public or private system-related fees and / or costs.

MAINTENANCE REPAIR — Trash removal, snow removal, grass cutting, street repairs. Do not include cost depreciable items in this category.

MAINTENANCE WAGE — If not included in 'administrative & wage', as may be the case with a small community, includes wages for maintenance supervisor and staff, groundsman, and possibly pool lifeguards.

REAL ESTATE TAX — Real estate taxes only.

OTHER TAXES, LICENSES & FEES — Business-related taxes (e.g. personal property) and fees/licenses required to operate the property.

PROPERTY INSURANCE — Liability and business coverage as desired; also group and workmen's compensation insurance, if not included under administrative and wage category.

SUBCONTRACT — Specialty maintenance needs (electrician, plumber), sometimes even refuse removal. Also waste-water treatment plant operator if not on staff.

Researched, compiled and published by George Allen, CPM and MHM
 Original copyright 1995; updated 2013 with input from ARA MHC Group
 MHIndustry HOTLINE (877) 777-7777

Appendix C

Author's Resume

CURRICULUM VITAE

Kenneth Kalvin Baar
Urban Planner & Attorney
2151½ Stuart St. Berkeley, Ca. 94705
kenbaar@aol.com

Education:

B.A., 1969, Wesleyan University, Middletown, Conn. Major: Government

J.D., 1973, Hastings College of Law, Univ. of California, San Francisco, Ca.

M.A., 1982, Urban Planning, University of California at Los Angeles

Ph.D., 1989, Urban Planning, University of California at Los Angeles
(Dissertation topic: "Explaining Crises in Rental Housing Construction:
Myth and Schizophrenia in Policy Analysis")

Foreign Languages: French and Italian

Teaching:

Instructor, San Francisco State University, Urban Studies Program (1983-1984)

Visiting Professor (Fulbright Scholar), Budapest University of Economic Sciences (Sept.
1991- June 1993)

Visiting Assistant Professor, Urban Planning Department, School of Architecture, Planning,
and Preservation, Columbia University, New York (1994 - 1995) (courses: planning law,
introduction to housing, comparative housing)

Visiting Professor (Fulbright Scholar), Technical University, Tirana, Albania
(Introduction to urban planning) (2002-2003)

Short Courses, Series of Lectures

Kiev University Law School, real estate law (1992, one week course)

Polis University, Tirana, Albania, urban planning studios (two week courses, 2009 & 2010)

Projects:

Studies of Performance of Rental Housing Investments commissioned by the City of Los Angeles (2009) and San Jose (2016) (in association with Economic Roundtable, Los Angeles)

Studies of the Operation of the Mobilehome Ownership and the Mobilehome Park Space Rental Market for the City of Los Angeles (2011); for the City of El Monte (2015)

Study of Development Impact Fees for the City of Los Angeles (in association with Economic Roundtable, Los Angeles)(2009-2010)

Consultant to California cities and counties on mobilehome park rent control policies, drafting of ordinances, fair return reports and/or mobilehome park market studies (1985-2016) (American Canyon, Azusa, Calimesa, Capitola, Carpinteria, Carson, Ceres, Chula Vista, Citrus Heights, Clovis, Cotati, El Monte, Escondido, Fremont, Fresno, Healdsburg, Milpitas, Marina, Modesto, Montclair, Oceanside, Palmdale, Palm Desert, Perris, Riverbank, Rohnert Park, Salinas, San Marcos, Santa Cruz County, Santa Rosa, Santee, Simi Valley, Sonoma, Vallejo, Ventura, Visalia, Watsonville, Yucaipa)

Consultant to California cities drafting of apartment rent control ordinances and/or regulations. Oakland, Santa Monica, Cotati, East Palo Alto.

Consultant to Takoma Park, Maryland, Drafting Rent Stabilization ordinance and Rent Petition Analyst (2006-2016)

Institute of Transportation and Development Policy (New York City), Study on European policies governing location of shopping malls (2001-2002)

Open Society Budapest (Soros Foundation), Study on contracting out of public services and freedom of information in Hungary, Czech Republic, Romania, and Slovakia (2000-2001)

Consultant to World Bank (Budapest office), Studies on municipal contracting out of public services, policies for the provision for the provision of district heating, and land use policies in Hungary (1998-1999)

Urban Institute, U.S. Aid for International Development (A.I.D.) funded technical assistance, Hungarian Subnational Development Project (1998 & 1999)

Consultant, Institute for Transportation and Development Policy, to East European Organizations on Transportation Policies (1997-98)

Studies for the Golden State Mobilehome Owners League on Issues Related to Mobilehome Ownership and Statewide Referendum on Mobilehome Owners Rights (1995-96)

U.S.A.I.D. funded technical assistance to Albanian Ministry of Construction (Sept. 1993-March 1994)

Consultant, East European Real Property Foundation, (U.S. A.I.D. funded), development of education and training in Hungary (July 1993)

Study of Hungarian Land Use Regulations (1992, publication and technical assistance sponsored by Urban Institute, Wash. D.C.)

Report for Hungarian Ministry of Justice, Comparison of Landlord-Tenant Law in France, United States, and Hungary (1992, funded by Urban Institute, Wash. D.C.)

Consultant, City of Santa Monica, Cal., Incentive Housing Program

Expert witness on behalf of cities in judicial and administrative proceedings on real estate fair return issues (San Francisco, Oceanside, Rancho Mirage, Cathedral City, Santa Monica, California; Fort Lee, New Jersey)

Consultant, State of New Jersey Attorney General and Public Advocate, on fair return standards under state statute regulating evictions of senior citizens from condominiums

Studies of Impacts of Local Regulations on Housing Supply, Cities of Santa Monica and Fremont, Cal.

Preparation of a Guide for New Jersey Rent Control Boards on Fair Return Standards and Landlord Hardship Applications (National Housing Law Project, 1981)

Research and Writing Articles on Inequalities in Property Tax Assessments (Legal Services Corporation, Washington, D.C., 1982-83)

Consultant, Peter L. Bass & Associates, Development of Contracts with Developers under the California Coastal Conservancy Lot Consolidation Program

Expert Witness, City of San Francisco, on the impacts of city policies on apartment construction in litigation involving applicability of antitrust regulations

Project Director, survey of merchants and commercial property owners for City of Berkeley, Cal., Planning Dept.

Preparation of apartment operating cost studies for the cities of Berkeley, Santa Monica, and Cotati, California)

Consultant, Real Property Division, First Nationwide Bank on disposition of assets in operations inventory

Assistant (on contract) to Deputy City Attorney of San Jose, California on drafting of environmental and subdivision regulations

Publications

Articles

Baar, "Fair Return under Mobilehome Park Space Rent Controls: Conceptual and Practical Approaches", 29 Real Property Law Reporter 333 (Sept. 2006)

"Legislative Tools for Preserving Town Centres and Halting the Spread of Hypermarkets and Malls Outside of Cities" published in Etudes Foncières (Land Studies) No. 102, pp. 28-34 (March-April 2003, Paris, translated into French); also published in Falu, Varos, es Regio (Village, Town, and Region), issue no. 2, pp. 11-22 (2003), (Budapest, translated into Hungarian)

"Contracting Out Local Public Services in a Transition Economy," Review of Central and Eastern European Law, Vol. 25, No. 4, 493-512, September 2000, (Leiden, Netherlands)

"Contracting Out Municipal Services: Transparency, Procurement, and Price Setting Issues", Hungarian Public Administration, Vol. 49, No. 3, May 1999 (translated into Hungarian)

"Laws Protecting Mobilehome Park Residents", Land Use and Zoning Digest Vol. 49, 3-7 (Nov. 1997, American Planning Association)

"The Anti-Apartment Movement in the U.S. and the Role of Land Use Regulations in Creating Housing Segregation", Netherlands Journal of Housing and the Built Environment, Vol. 11, no.4, 359-380 (1996)

"La resistance au logement collectif", Etudes Foncières, Vol. 67, 44-48, (June 1995, Paris, Association des Etudes Foncières)

and

"Il Movimento Contro Gli Edifici Multifamiliari Negli Stati Uniti", Storia Urbana, Vol 66, 189-212 (1994, Milan, Italy)

(translated versions of "The National Movement to Halt the Spread of Multi-family Housing (1890-1926)", Journal of the American Planning Association, Vol. 58, no. 1, 39-48, Dec. 1991)

"Impacto del precio del suelo y de las normas sobre su uso en el precio y la distribución de las viviendas en USA", La Vivienda, no. 23, 43-51 (1993, National Mortgage Bank of Spain) ["The Impact of Land Costs and Land Regulations on the Cost and Distribution of Housing in the United States"]

"A Területrendezési Dilemmái a Demokratikus Piacgazdaságban", Ter és Tarsadalom, Vol.6, no. 1-2, 89-99 (1992, Budapest) ["Dilemmas of Land Use Planning in a Democracy with a Market Economy", Space and Society]

"The Right to Sell the 'Im'mobile Manufactured Home in Its Rent Controlled Space in the 'Im'mobile Home Park: Valid Regulation or Unconstitutional Taking?", Urban Lawyer Vol. 24, 107-171 (Winter 1992, American Bar Ass'n)

"The National Movement to Halt the Spread of Multi-family Housing (1890-1926)", Journal of the American Planning Association Vol. 58, no. 1, 39-48 (Dec. 1991)

"El Control de Alquileres en Estados Unidos" Estudios Territoriales , Vol. 35, 183-99 (1991, Madrid) ["Rent Control in the United States"]

"Would the Abolition of Rent Controls Restore a Free Market?", Brooklyn Law Review, Vol. 54, 1231-8 (1989)

"A Choice of Issues" (Introduction to articles on the impact of rent controls on the property tax base), Property Tax Journal Vol. 6, no. 1, 1-6 (March 1987, International Ass'n of Assessing Officers).

"Facts and Fallacies in the Rental Housing Market", Western City, Vol. 62, no.9, 47 (Sept. 1986; California League of Cities)

"California Rent Controls: Rent Increase Standards and Fair Return", Real Property Law Reporter, Vol. 8, no. 5, 97-104 (July 1985, California Continuing Education of the Bar)

"Rent Control: An Issue Marked by Heated Politics, Complex Choices and a Contradictory Legal History", Western City, Vol. 60 (June 1984)

"Rent Controls and the Property Tax Base: The Political-Economic Relationship", Property Tax Journal Vol. 3, no. 1, 1-20 (March 1984)

"Il Dibattito Sul Controllo Degli Affitti Negli Stati Uniti", Bolletino Daest (Sept. 1984, University of Venice) ["The Debate Over Rent Controls in the United States"]

"Guidelines for Drafting Rent Control Laws: Lessons of a Decade", Rutgers Law Review, Vol. 35, 723-885 (1983)

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"Property Tax Assessment Discrimination Against Low-Income Neighborhoods", Urban Lawyer, Vol. 13, 333-405 (1981, American Bar Ass'n)

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(Coauthors Baar and Keating) "Controlling Rent Control", 2 New Jersey Reporter (no. 4) 19-25 (October 1981)

"Land Banking and Farm Security Loans", Economic Development Law Project Report, Vol. 8, no. 4, 1978)

"Rent Control in the 1970's: The Case of the New Jersey Tenants' Movement", 28 Hastings Law Journal 631-683 (1977)

(Coauthors Pearlman and Baar) "Beyond the Uniform Relocation Act: Displacement by State and Local Government, Clearinghouse Review, Vol. 10, 329-345 (1976)

(Coauthors Baar and Keating) "The Last Stand of Economic Substantive Due Process: The Housing Emergency Requirement for Rent Control", Urban Lawyer, Vol. 7, 446-509 (1975)

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Baar, "Contracting Out Municipal Services: Transparency, Procurement, and Price-Setting Issues," (ch. 15), "Land Use Regulation" (ch.21), and "Financing and Regulating District Heating (ch 26) Intergovernmental Finance in Hungary (2005, World Bank)

"Open Competition, Transparency, and Impartiality in Local Government Contracting Out of Services" (Chapter 2), Navigation to the Market Regulation and Competition in Local Utilities in Central and Eastern Europe, ed. Peteri and Horvath (2001, Local Government and Public Service Reform Initiative, Open Society Institute, Budapest)

"New Jersey's Rent Control Movement" (Chapter 10) and "Controlling 'Im' Mobile Home Space Rents", (Chapter 13), ed. Keating, Tietz, & Skaburskis, Rent Control: Regulation and the Rental Housing Market (1998, Center for Urban Policy Research, Rutgers University.

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"Rent Control", California Residential Landlord-Tenant Practice, Chapter 9 (1986, California, Continuing Education of the Bar)

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Editors Baar and Pojani, Urban Planning in a Market Economy, (Tirana, Albania 2004); author of chapters: "Decentralization in Service Provision and Urban Planning - An International Perspective, Private", "Property Rights, Public Expropriations, and Public Rights to Undertake Urban Planning", "Contracting Out Public Services in Hungary - Regulatory, Contracting and Transparency Issues". Coauthor of chapters: "Urban Planning in a Democracy with a Market Economy", "Local Service Provision in Albania".

Reports

"Standards for Allowable Rent Increases and Increases in Market Rent Levels" (Ch. 4); "Individual Rent Adjustment Standards under the ARO and Constitutional Standards for Fair Return" (Ch. 5); "Financial Outcomes for Owners of Apartment Buildings covered by the ARO", Ch. 6. Study of the Apartment Rent Ordinance of the City of San Jose (2016, commissioned by the City of San Jose)

"Mobilehome Park Housing in El Monte Issues and Policy Options (2015, commissioned by the City of El Monte)

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"Impacts of the Rent Stabilization Ordinance on the Outcomes of Apartment Investments" (Ch. 4) and "Rent Increase Standards: Los Angeles Rent Stabilization Ordinance (RSO) and Comparison with Ordinances in Other California Cities" (Ch. 5), Economic Study of the Rent Stabilization Ordinance and the Los Angeles Housing Market, (commissioned by City of Los Angeles Housing Dept. 2009)

Expert Witness in Trial Courts (on behalf of cities):

Baker v. City of Santa Monica (1982, Los Angeles County Superior Court)

Hozz v. City and County of San Francisco, (1984, Superior Court, San Francisco County)

Segundo v. City of Rancho Mirage and Kapp v. City of Cathedral City (1985, U.S. Federal District Court, Los Angeles)

Kirkpatrick v. City of Oceanside, (1993, Superior Court, San Diego County)

440 Company v. Borough of Fort Lee, New Jersey (1996, U.S. Federal District Court, New Jersey)

Cashman v. City of Cotati, (2002, U.S. Federal District Court, Northern District California)

Colony Cove Properties v. City of Carson (2016, Federal District Court, Southern District California)

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Helmsley v. Borough of Fort Lee, 78 N.J. 200; 394 A.2d. 65 (1978) New Jersey Supreme Court*

Fisher v. City of Berkeley, 37 Cal.3d. 644; 209 Cal.Rptr. 682 (1984) California Supreme Court; *affirmed*, 475 U.S. 260 (1986)*

Oceanside Mobile Home Park Owners Association v. City of Oceanside, 157 Cal.App.3d. 887 (1984) California Court of Appeals*

Mayes v. Jackson Township, 103 N.J. 362; 511 A.2d. 589 (1986) New Jersey Supreme Court; *cert. denied*, 479 U.S. 1090 (1987)*.

Yee v. Mobilehome Park Rental Review Board, 17 Cal. App. 4th 1097 (1993) California Court of Appeals*

Palomar Mobilehome Park v. City of San Marcos, 16 Cal.App.4th 481 (1993) California Court of Appeals *

Kavanau v. Santa Monica Rent Control Board, 16 Cal.4th. 761 (1997) California Supreme Court; *cert. denied*, 522 U.S. 1077, 118 S.Ct. 856, 139 L.Ed. 2d. 755 (1998)*

Quinn v. Rent Control Board of Peabody, 45 Mass. App.Ct. 357, 698 N.E.2d.911 (1998, Massachusetts Court of Appeal)*

Galland v. City of Clovis, 24 Cal.4th 1003, 103 Cal.Rptr.2d. 711 (2001) California Supreme Court*

MHC Operating Limited Partnership v. City of San Jose, 106 Cal. App.4th (2003) California Court of Appeal*

TG Oceanside, L.P. v. City of Oceanside, 156 Cal. App.4th 1355 (2007) California Court of Appeal*

Court Opinions in Rent Stabilization Cases Citing Testimony of Kenneth Baar

Rainbow Disposal Co., Inc. v. Mobilehome Park Rental Review Board, 64 Cal.App.4th 1159 (1998) California Court of Appeal

Cashman v. City of Cotati, U.S. District Court, N.D. Cal., No. C99-03641 (Findings of Fact and Conclusions of Law, Sept. 13, 2002)(unpublished)

MHC Operating Limited Partnership v. City of San Jose, 106 Cal. App.4th 204 (2003) California Court of Appeal

Hillsboro Properties v. Public Utilities Commission, 108 Cal.App.4th 246 (2003) California Court of Appeal

Berger Foundation v. Escondido, 127 Cal.App.4th 1 (2005) California Court of Appeal

Los Altos El Granada Investors v. City of Capitola, 139 Cal. App. 4th 629 (2006) California Court of Appeal

Besaro v. City of Fremont, 204 Cal. App.4th 345 (2012) California Court of Appeal

Colony Cove v. City of Carson, 220 Cal. App. 4th 840 (2013) California Court of Appeal

Expert Reports on Fair Return Rent Increase Applications – Prepared on Behalf of California Cities

Azusa,

Arrow Pines (2001)

Calimesa,

Ponderosa (2008)

Rancho Calimesa (2016)

Capitola

Castle MHP (2000)

Carpinteria,

Vista de Santa Barbara (2002)

Carson,

Carson Gardens (2003)

Park Villa (2004)

Park Granada (2004)

Vista del Loma (2006)

Laco (2007)

Carson Gardens (2007)

Colony Cove (2008)

Colony Cove (2009)

Colony Cove (2011)

Laco (2011)

Colony Cove (2012)

Chula Vista,

Bayscene MHP (2006)

Escondido,

Carefree Ranch (1995)

Town and Country (1995)

Westwinds (1995)

Lake Bernardo (1996)

Valley Parkway (1997)

Mobilepark West (1997)

Eastwood Meadows (1997)

Ponderosa (1997)

Casa de Amigos (1997)

Town and Country (1999)

Greencrest (1999)

Casa de Amigos (2001)

Town and Country (2002)

Town and Country (2005)
Mobilehome Park West (2006)
Sundance (2013)
Sundance (2016)

Oceanside
El Camino (2014)

Palmdale,
Grecian Island (2007)
Mountain View (2007)

Salinas,
Alisal Country Estates (1997)

San Luis Obispo County,
Oak Terrace (2008)

San Marcos,
Villa Vista (2008)
Villa Vista (2010)
Rancho San Marcos (2010)

Santa Rosa,
Coddington (2003)

Thousand Oaks
Thunderbird (2010)
Ranch (2010)

Vallejo,
Vallejo Mobile Estates (2002)
Tall Trees Mobilehome Park (2002)

Ventura,
Stardust (2003)

Watsonville,
Colonial Manor (1998)
Portola Heights (2001)
Meadows Manor (2008)
Green Valley (2012)

Yucaipa,
Wishing Well (2004)
Valley Breeze (2008)
Grandview West (2009)
Yucaipa Village (2011)

Studies of the Mobilehome Park Housing Market Commissioned by Cities

Fremont (1991)
Montclair (1998)
Modesto (2007)
Ceres (2008)
Palmdale (2008)
Riverbank (2008)
Marina (2009)
Visalia (2009)
Los Angeles (2011)
El Monte (2015)



EXHIBIT "C"

July 11, 2016

Via Email

Kyouel@escondido.org

Karen Youel
Housing & Neighborhood Services Manager
City of Escondido
201 North Broadway
Escondido, CA 92025-2709

RE: Sundance Mobilehome Park Owner's Rent Increase Petition

Dear Ms. Youel:

I am the representative for the Applicant/Park Owner and this letter constitutes the Owner's statement to be included with the Staff Report to the City as per your email dated July 7, 2016. The Statement will focus on the two primary areas of disagreement with Mr. Baar's Analysis of the Petition.

First, Mr. Baar's exclusion of the water metering capital improvement expense is unwarranted. There is no requirement that capital improvements directly and completely proportionally benefit each affected space. According to Section 29-104 of the Escondido Code, the capital improvements must simply "relate" to the spaces. There is no question that the meters directly and specifically relate to each particular space.

Under the MRL, rather than spread the costs of excessive average water usage to all residents as part of rent, the water costs will now be removed from rent and will be individually billed to only those who use water in exact proportion to their usage. The individual accountability is a direct benefit to each space resident.

No City has ever required that 100% of the proportional benefit of a capital improvement be attributable to each particular space. Such a rule would entirely eviscerate capital improvements pass-through increases. Mr. Baar points to no support in case law or empirically for his conclusion that 100% of the meter costs should be excluded.

Mr. Baar's unilateral exclusion of the entire metering cost flies in the face of common knowledge and empirical studies about metering. Simply stated, metering empirically reduces water usage and costs by increasing transparency and individual accountability.

The empirical studies find as much as a 30% reduction in usage and cost from water metering. (See the attached study from the Santa Clara Valley Water District) The 30%

reduction in usage and costs is a direct benefit to the individual spaces. It is doubtful that any other capital improvement so directly benefits individual spaces in such a high percentage.

Just the threat of individual water metering has already decreased the amount of water use within the park by more than 50,000 gallons per month during the warmer spring months. (See the attached summary of reduced Park water usage)

In summary, regarding capital improvements, Mr. Baar needs to put back in the water meter installation costs, and as pointed out on page 5 of his Analysis, he needs to add in the 7% interest allowance to those costs, resulting in a total of \$15.93 per space per month of rent increase attributable to capital improvements.

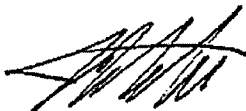
Second, Mr. Baar's exclusion of the increase in payroll expense is similarly unwarranted. In the Base Year, the on-site manager was only working part time (72 hours per month). The on-site manager's hours for 2015 were 30 hours per week. The increased expense for payroll is attributable to the increased cost for a full time manager. Attached is the backup information regarding the prior and current employee.

Furthermore, Mr. Baar's Analysis misreads the expert reports he relies upon. Looking at the national survey attached at page B-4 of his Analysis, Mr. Baar uses the 4.5% figure for outside management rather than the 8.4% figure for wages that he should have used. The wages paid at the Park of approximately 10% of gross Park income are thus very close to the national "average" of 8.4% of gross park income, within an acceptable one percent of that average, and certainly not far enough off that average to require an adjustment. When taking into account the higher wages and health care costs for California labor, the 10% of gross income for wages is not even subject to question.

Except as stated herein, there are no further disagreements with Mr. Baar's Analysis of the MNOI line items. However, the Owner/Applicant does object to the multiple comparisons within Mr. Baar's Analysis between the CPI increases and the rent increases. As Mr. Baar well knows, CPI to rent increases is not the proper comparison under the MNOI standard (the correct comparison is CPI to net income increases), and those types of incorrect comparisons are irrelevant and unduly prejudicial. Mr. Baar should know better than to continue to perpetuate such incorrect comparisons in his Analysis.

Thank you for the opportunity to comment on Mr. Baar's Analysis in advance of the City Council hearing.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeff Fisher', with a stylized, overlapping flourish at the end.

Jeff Fisher, Controller

Attachments: Santa Clara Valley Water District Empirical Study

Data and Documents Showing Decrease in Spring 2016 Water Usage

CC: C. William Dahlin
Boyd L. Hill

Water Submetering in Mobile Home Parks

August 13, 2007

**Santa Clara Valley Water District
Water Use Efficiency Unit**



Water Submetering in Mobile home Parks

In 2000, the Santa Clara Valley Water District (District) began a pilot program to provide water submeters to mobile home parks in order to assist them in conserving water. In 2002, the District equipped four large mobile home parks with submeters, replacing one-meter systems in which residents in the same complex split water costs evenly, with submeters at each unit. A total of 754 submeters were installed through this program at the following mobile home parks¹:

- Park A (99 submeters)
- Park B (108 submeters)
- Park C (361 submeters)
- Park D (186 submeters)

The District provided the water submeters to the mobile home park management companies, who in turn agreed to install the submeters. Additionally, the District asked the mobile home parks to all receive an Irrigation Technical Assistance Program (ITAP) evaluation to help improve irrigation efficiency. The District also offered residents the opportunity to participate in the Water Wise House Call Program, a home water survey program that can help residents save water indoors and outdoors.

It is estimated that tenants in submetered dwellings, with billing based upon actual use, **reduce water use in the 10% to 20% range**. This is partly due to changed habits caused by the pricing signal and partly due to the identification and repair of leaks. Tenants who are individually metered can benefit by being able to monitor and control their water use – with submetering, they only pay for what they use, not what others use. A study by the Seattle Public Utilities found that about 10% of the monitored tenants used 50% of the water. 80% of the tenants consumed water at a rate of \$15 or less per month and 20% consumed water at a rate in excess of \$50 per month. Some tenants were found to be conducting water intensive businesses, such as laundries and photo labs, in their units. (AWWA, 2001)

The mobile home park management companies agreed to track water bills for the submetered complexes so that water savings could be determined. In August, 2007, the property management company provided water use information for the aforementioned mobile home parks for the last ten years (about two to three years before the submeters were installed and the years following installation, up until 2007).

The water usage data for the four mobile home parks examined shows an annual water savings of from 15 to 30% (see Attachment 1: Water Use Data). The data was analyzed and it was determined that the average water savings was 24.8 CCF or about 18,500 gallons per household per year. The data was normalized for weather² and tenant occupancy. The submeters were installed during 2002 and so it is not included in the pre- or post-installation water use average (see Attachment 1).

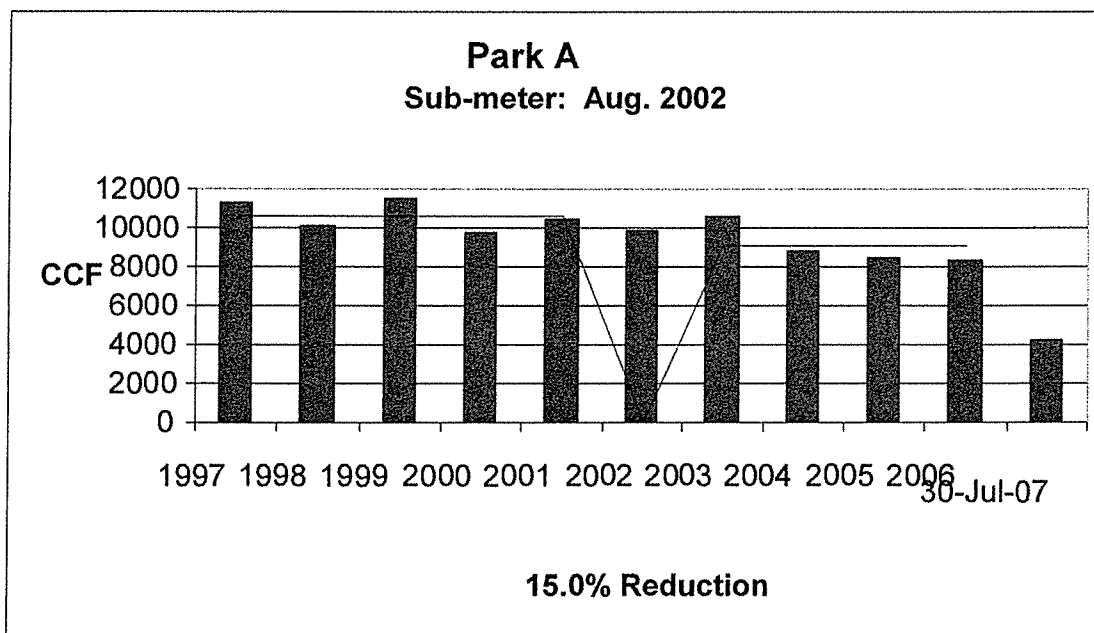
¹ To ensure privacy, names of actual parks not included in this report.

² The pertinent environmental parameters were considered to be mean monthly maximum temperature, cumulative monthly ET_o, and cumulative monthly precipitation.

ATTACHMENT 1: Water Use Data

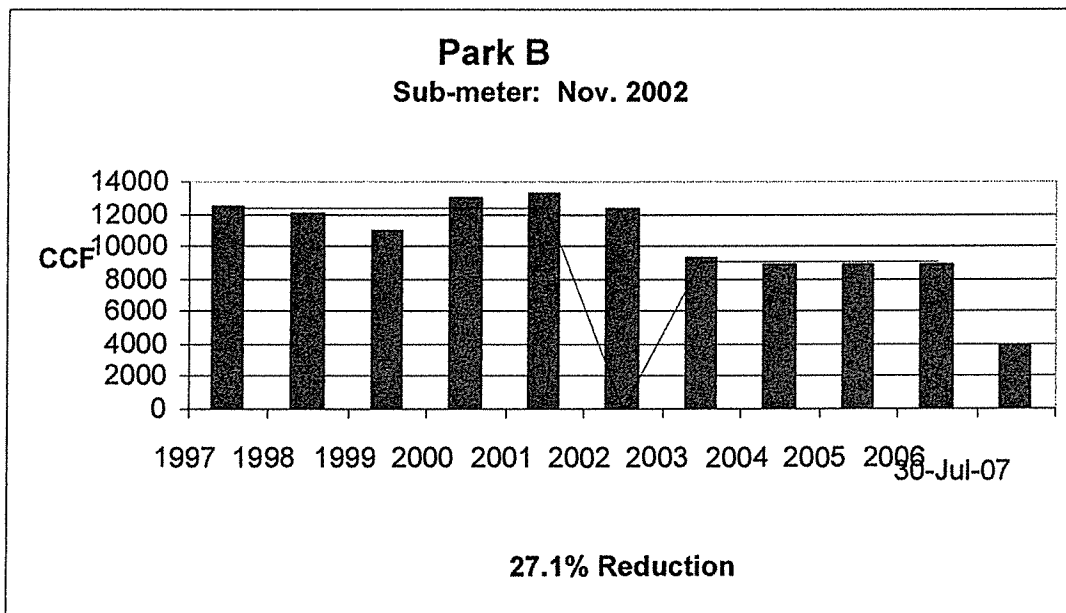
PARK A MOBILE HOME PARK

		Park A
	Sub-meter Date:	Aug-02
Average '97 - '01	Year	Total CCF
10628.8	1997	11327
10628.8	1998	10060
10628.8	1999	11491
10628.8	2000	9793
10628.8	2001	10473
Average '03 - '06	2002	9836
9039.25	2003	10532
9039.25	2004	8863
9039.25	2005	8456
9039.25	2006	8306
	30-Jul-07	4235
15.0%	Average Reduction	



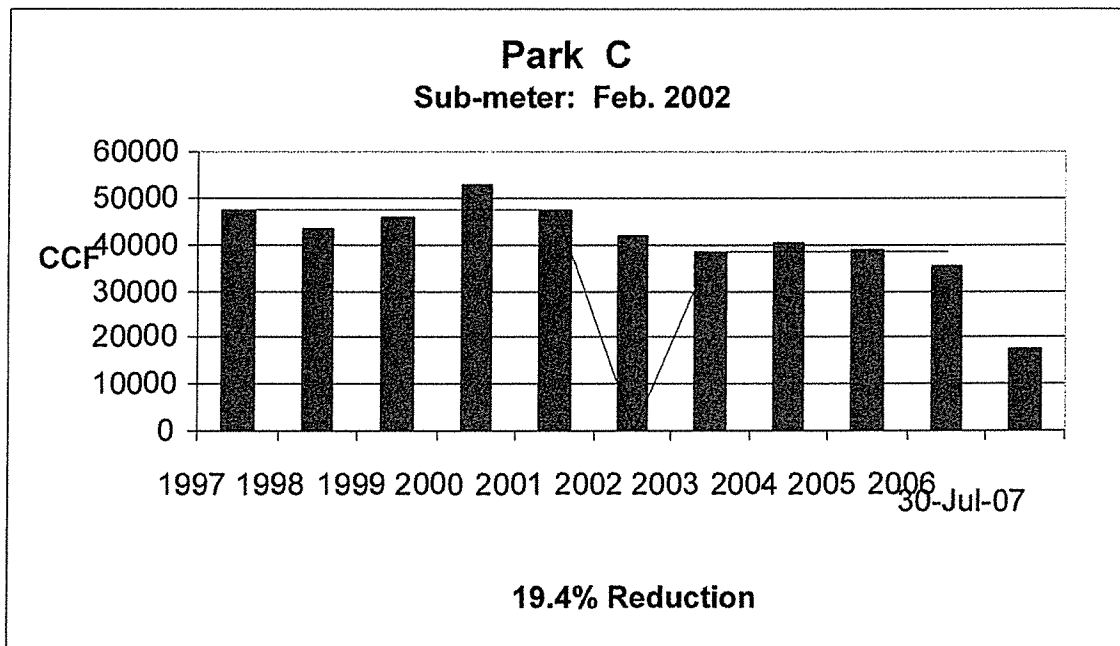
Park B MOBILE HOME PARK

		Park B
	Sub-meter Date:	Nov-02
Average '97 - '01	Year	Total CCF
12403.8	1997	12484
12403.8	1998	12105
12403.8	1999	10983
12403.8	2000	13076
12403.8	2001	13371
Average '03 - '06	2002	12361
9043.75	2003	9342
9043.75	2004	8962
9043.75	2005	8942
9043.75	2006	8929
	30-Jul-07	3925
27.1%	Average Reduction	



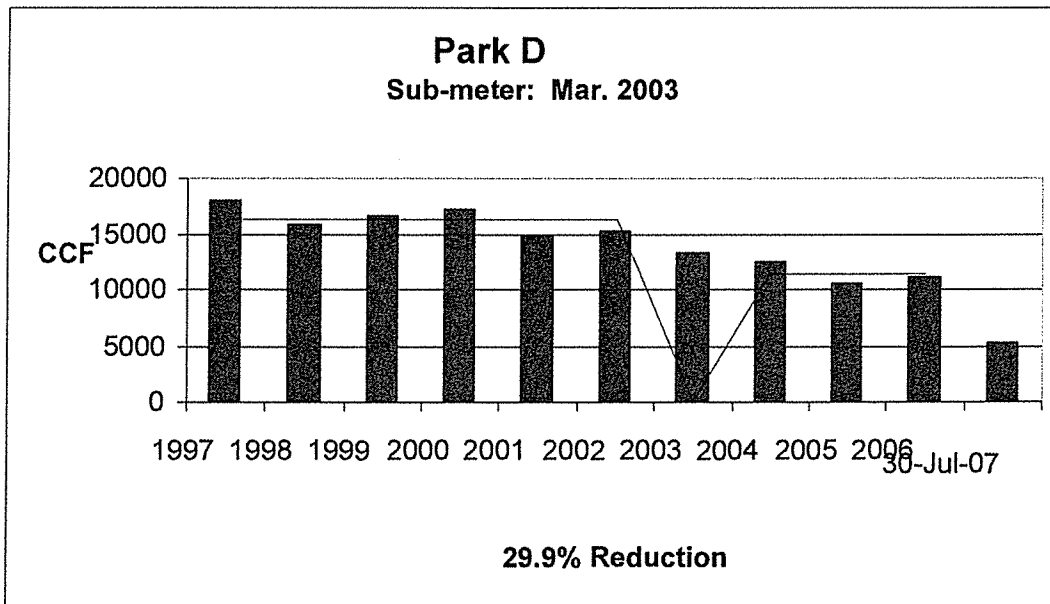
Park C MOBILE HOME PARK

		Park C
	Sub-meter Date:	Feb-02
Average '97 - '01	Year	Total CCF
47421.6	1997	47245
47421.6	1998	43484
47421.6	1999	45997
47421.6	2000	52780
47421.6	2001	47602
Average '03 - '06	2002	42068
38244	2003	38512
38244	2004	40216
38244	2005	38786
38244	2006	35462
	30-Jul-07	17501
19.4%	Average Reduction	



Park D MOBILE HOME PARK

		Park D
	Sub-meter Date:	Mar-02
Average '97 - '01	Year	Total CCF
16315.17	1997	17964
16315.17	1998	15937
16315.17	1999	16651
16315.17	2000	17273
16315.17	2001	14829
16315.17	2002	15237
Average '03 - '06	2003	13357
11435	2004	12564
11435	2005	10539
11435	2006	11202
	30-Jul-07	5285
29.9%	Average Reduction	



Decrease in Spring 2016 Water Usage

3/13/15 - 4/15/15 455,000 gallons	3/11/16 - 4/13/16 432,000 gallons	Mar-Apr (23,000.00)
4/16/15 - 5/14/15 363,000 gallons	4/14/16 - 5/11/16 283,000 gallons	Apr-May (80,000.00)

Karen Youel

From: T J <robmhseniors@yahoo.com>
Sent: Monday, July 11, 2016 1:19 PM
To: Karen Youel
Subject: Sundance MHP Resident Response to Baar MNOI July 7th REPORT

We , the Residents of Sundance MHP that are protected by the 1988 PROP K LAW , are gravely concerned about the methodology -OR- numbers that Dr. Baar has used to "Analyze the Sundance MHP Owner's Rent Increase Petition" for our upcoming Public Rent Review Hearing scheduled for July 20TH 2016 at 4:30 to 8 PM. It appears to us that his usual transparency has disappeared in this 07-07-2016 REPORT.

Our Sundance MHP Residents' Attorney will have a separate , many page RESPONSE by Thursday or Friday July 14th or 15th , after receiving the REPORT details that are requested today , because more information is needed from the Escondido City Housing Staff AND / OR from Dr. Baar for us to evaluate the REPORT .

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: July 20, 2016

TO: Honorable Mayor and City Council
FROM: Bill Martin, Director of Community Development
SUBJECT: Local Register Designation of the Property at 2612 Loma Vista Avenue (Case HP 16-0001).
APPLICANTS: Angelika Nederlof

RECOMMENDATION:

The Community Development Department recommends that the City Council:

1. Approve listing the structures on the City's Local Register by adopting Resolution No. 2016-93.
2. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS:

In compliance with CEQA Section 15331, "Historical Resource Restoration/ Rehabilitation," a Notice of Exemption was prepared on May 28, 2016.

FISCAL ANALYSIS:

Approval of Local Register Designation would have no substantive fiscal impact to the City.

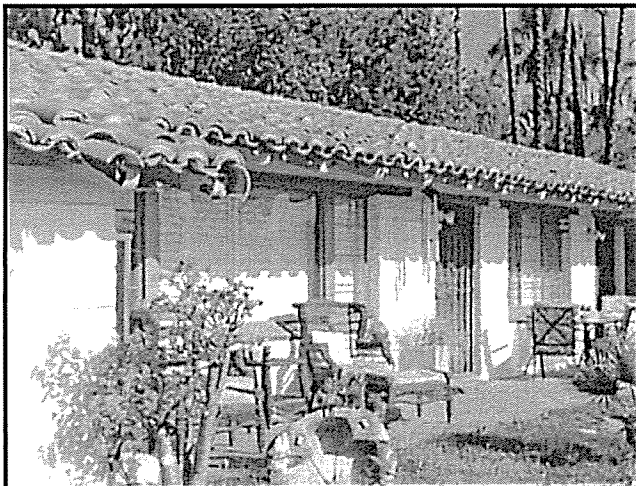
GENERAL PLAN ANALYSIS:

The property is located within Estate II (E2) land use category of the General Plan. Historic & Cultural Resources Policy VII.G encourages the preservation of buildings and areas with special and recognized historic and architectural value.

ZONING:

The property is located within the RE-30 (single family, 30,000 SF minimum lot size) zone.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:



The Historic Preservation Commission (HPC) voted 6-0-0 on June 7, 2016, to recommend approval of listing the subject property on the City's Local Register of Historic Places.

BACKGROUND:

The subject property at 2612 Loma Vista Avenue (APN 238-160-0900) is on the south side of Loma Vista Avenue just north of its intersection with Las Palmas Avenue which lies between Ross Lane and Cranston Drive. The hillside property is 1.04 acres in size with a commanding view of the valley to the west. The surrounding neighborhood was part of "Homeland Acres," an early 1950's subdivision known for its adobe homes. The subject property includes a 1952 single story Adobe Ranch residence constructed by Larry

and Jack Weir who owned an important regional construction company specializing in adobe homes. The

owner desires to to preserve the residence and also gain Local Register status which will allow reliance upon the California Historic Building Code when preparing plans and applying for building permits.

ANALYSIS:

Escondido Historical/Cultural Resources Survey:

The applicant has conducted the required historic research and data collection, and has provided the information on the required State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate for the purpose of determining the appropriateness of adding the structure to the Local Register.

Local Register Listing:

Requests for listing resources on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request and receive property owner consent. Historic resources are evaluated against seven criteria and must meet at least two of the seven. Staff recommends listing the property on the Local Register of Historic Places because it meets three of the seven criteria based on the following criteria found in Article 40, Sec. 33-794 of the Zoning Code:

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history, prehistory, or development of the City of Escondido, region, state or nation.
 - *The property was first owned by famous local adobe brick maker L.R. Green and thereafter the existing adobe residence was built by renowned Weir Brothers Construction.*
5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.
 - *The structure was built in 1952 and is currently 64 years old.*
6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.
 - *The existing adobe home is in the center of "Homeland Acres," a tract of adobe homes which includes "Hacienda de Vega" and "The Castle," both of which have recently won historic preservation awards.*

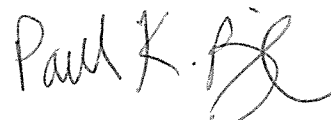
CONCLUSION:

By designating the structure on the Local Register, the City Council will be furthering the preservation of historic resources associated with the history of Escondido. NOTE: The owner is not requesting Mills Act approval at this time, only Local Register listing of the property.

Respectfully submitted,



Bill Martin
Director of Community Development



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.1
Date: June 7, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 2612 Loma Vista Drive (case number HP16-0001)

1. Local Register listing request,
2. Design Review of Modifications and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

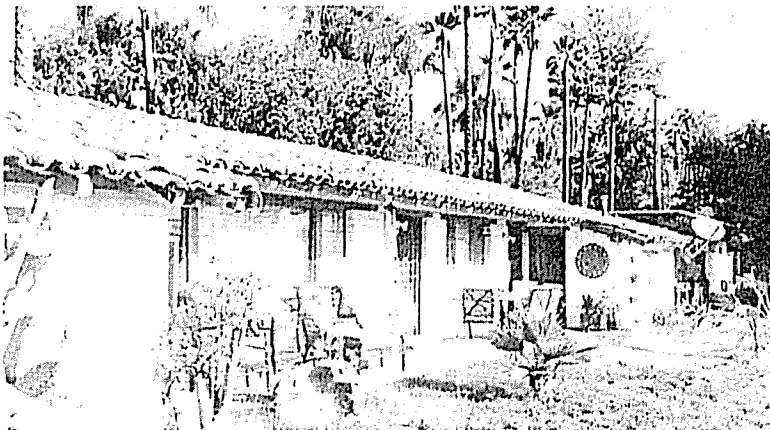
City of Escondido Historical/Cultural Resources Survey

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

Local Register of Historic Places Listing

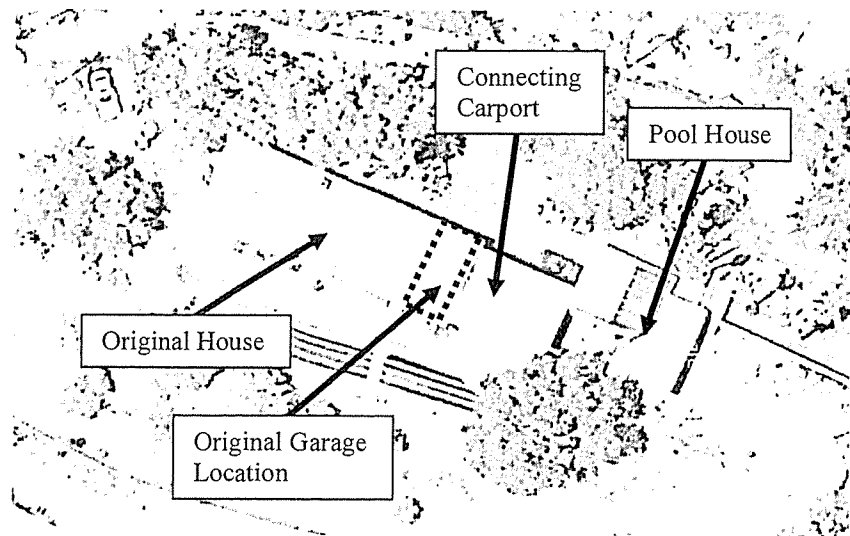
The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

The subject property at 2612 Loma Vista Drive (APN 238-160-0900) consists of 1.05 acres with a single story Adobe Ranch residence built in 1952 by the famous Weir Brothers' Construction Company. The original owner of the property was L.R. Green, who produced adobe blocks locally and for whom L.R.



Green Elementary School is named. The property was part of "Homeland Acres," a subdivision of many adobe residences including two which won 2015 Historic Preservation awards, namely; "Hacienda de Vega" located at 2608 South Escondido Boulevard and "The Castle" located at 2775 Las Palmas Avenue. The property does not appear in the City's 2001 Historic Survey because the main house missed the search threshold by one year. The property is zoned RE-30. The original single bay garage on the north end of the subject property's main house was converted into a kitchen during a past remodel and a large arcadia door fitted into the original garage door opening. A double

carport was then built to the north. This was later converted into a pool house and connected to the main house by a long carport roof. Except for the pool house conversion, it is believed all modifications were done prior to the property's annexation to the City on November 11, 1987. No other exterior changes to the main house have been made. It is the desire of the owner to rely on the Secretary of Interior Standards for historic properties and Historic Building Code. Staff believes this will help better preserve the historic integrity of the residence.



ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structure to the survey. The applicant is not requesting a Mills Act contract at this time, although she may do so at a future date to assist in funding on-going preservation efforts. Local Register status is a requirement for Mills Act approval.

Local Register of Historic Places Listing

This request by the current owner, Angelika Nederlof, is to consider placing this resource on the Local Register.

The residence meets the following three of seven criteria (*note that only two are required for Local Register listing approval*):

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history, prehistory, or development of the City of Escondido, region, state or nation.

The residence was designed and built by Weir Brothers' Construction Company, a famous local company started by Larry and Jack Weir and who built adobe homes in the southwestern United States and was also first owned by L.R. Green, once an important producer of adobe bricks.

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing Adobe Ranch was built circa 1952 and is currently 64 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

The subject property is part of Homeland Acres, a subdivision of adobe homes, one of the largest concentrations of adobe structures in the United States outside of New Mexico.

Staff recommends approving the existing unpermitted modifications and recommending to Council approval of the Local Register listing and adoption of the CEQA exemption.

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

PRIMARY RECORD

Primary # _____
HRI # _____

Trinomial _____
NRHP Status Code _____

Other Listings
Review Code _____

Reviewer _____

Date _____

Page 1 of 3

*Resource Name or #: (Assigned by recorder) _____

P1. Other Identifier:

*P2. Location: ☐ Not for Publication

☒ Unrestricted

*a. County San Diego

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; 1/4 of Sec _____; B.M. _____

c. Address 2612 LOMA VISTA AVENUE City ESCONDIDO Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone _____; mE/ _____ mN _____

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

BLOCK 30 OF HOMELAND ACRES ADDITION TO ESC. #2, MAP # 1241

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

TWO BEDROOM, ONE BATH TRADITIONAL ADOBE RANCH, BUILT 1952
RED CLAY TILE ROOF, 4X6 EXPOSED RAFTER TAILS,
1,283 SQ. FT. LIVING AREA, APPROX. 81' X 25', SINGLE STORY,
STRUCTURE HAS BEEN PRESERVED AND MAINTAINED IN A
NEIGHBORHOOD OF ADOBE HOUSING.

*P3b. Resource Attributes: (List attributes and codes)

HP2 - SGL. FAMILY PROP.

HP44 - ADOBE BLDG.

*P4. Resources Present:

☒ Building ☐ Structure ☐ Object

☐ Site

☐ District

☐ Element of District

☐ Other (Isolates, etc.)



P5b. Description of Photo: (View, date accession #) _____

*P6. Date Constructed/Age and Sources:

☒ Historic

☐ Prehistoric

☐ Both

1952

*P7. Owner and Address:

ANGELIKA NEDERLOF

*P8. Recorded by: (Name, affiliation, and address)

OWNER

*P9. Date Recorded:

*P10. Survey Type: (Describe)

*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

*Attachments:

☒ NONE

☐ Location Map

☐ Sketch Map

☐ Continuation sheet

☐ Building, Structure, & Object Record

☐ Archaeological Record

☐ District Record

☐ Linear Feature Record

☐ Milling Station Record

☐ Rock Art Record

☐ Artifact Record

☐ Photograph Record

☐ Other (List below)

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code _____

*Resource Name or # (Assigned by recorder) _____

B1. Historic Name: WEIR BROTHERS CONSTRUCTION

B2. Common Name: _____

B3. Original Use: SINGLE FAMILY RESIDENCE

B4. Present Use: SAME

*B5. Architectural Style: TRADITIONAL ADOBE RANCH

*B6. Construction History: (Construction date, alterations, and date of alterations)

1952 - DWELLING & GARAGE BUILT, 1976 - GARAGE CONVERTED TO KITCHEN, W/ GARAGE DOOR CHANGED TO STL. SLIDING GLASS DOOR.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____

Original Location: _____

*B8. Related Features:

1976 - ADOBE COLUMN CARPORT BUILT
1988 - ADOBE 4' HIGH RETAINING WALL @ CARPORT.

B9a. Architect: NONE

b. Builder: WEIR BROS.

*B10. Significance: Theme RESIDENTIAL ARCHITECTURE

Area ESCONDIDO

Period of Significance 1950 - 1988

Property Type SUBDIVISION

Applicable Criteria

N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

B11. Additional Resource Attributes: (List attributes and codes)

*B12. References:

B13. Remarks:

*B14. Evaluator: _____

*Date of Evaluation: _____

(This space reserved for official comments.)

(Sketch Map with north arrow required)

1.

THIS RESIDENCE IS AN ALL ADOBE STRUCTURE, CONSTRUCTED
IN 1952 BY WEIR BROTHERS CONSTRUCTION CO., IN THE
HOMELAND ACRES SUBDIVISION OF ADOBE HOMES.

2.

THE ORIGINAL ATTACHED ONE CAR GARAGE WAS
CONVERTED TO A KITCHEN AND LAUNDRY ROOM IN 1976.
THE GARAGE DOOR WAS REPLACED WITH A SLIDING GLASS
DOOR, AND A PARTITION WALL BUILT FOR THE LAUNDRY ROOM
WITHIN THE ADOBE WALLS.

3.

THE ADOBE HOUSE HAS BEEN PRESERVED AND
MAINTAINED, WITH NO FORSEEABLE THREATS TO
IT OR THE SITE.

Angelika Nederlof

2612 Loma Vista Dr.

Escondido, CA

92025

Nov 14, 1952 LR Green

Deed of Trust – Nov 20, 1952 / George Sinclair

Grant Deed - June 16, 1955 / John George & Aurora George

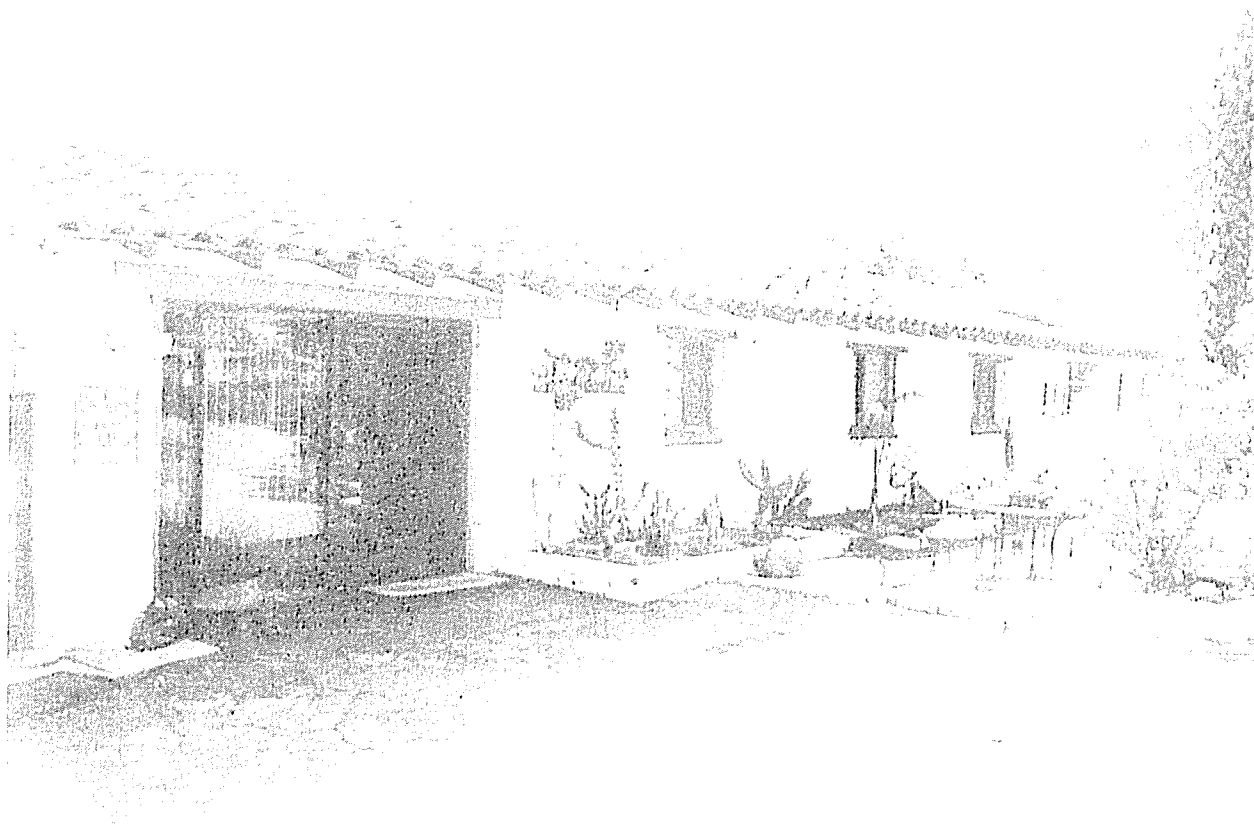
Grant Deed – May 21, 1973 / Ronald Lee Payne & Lynda E. Payne

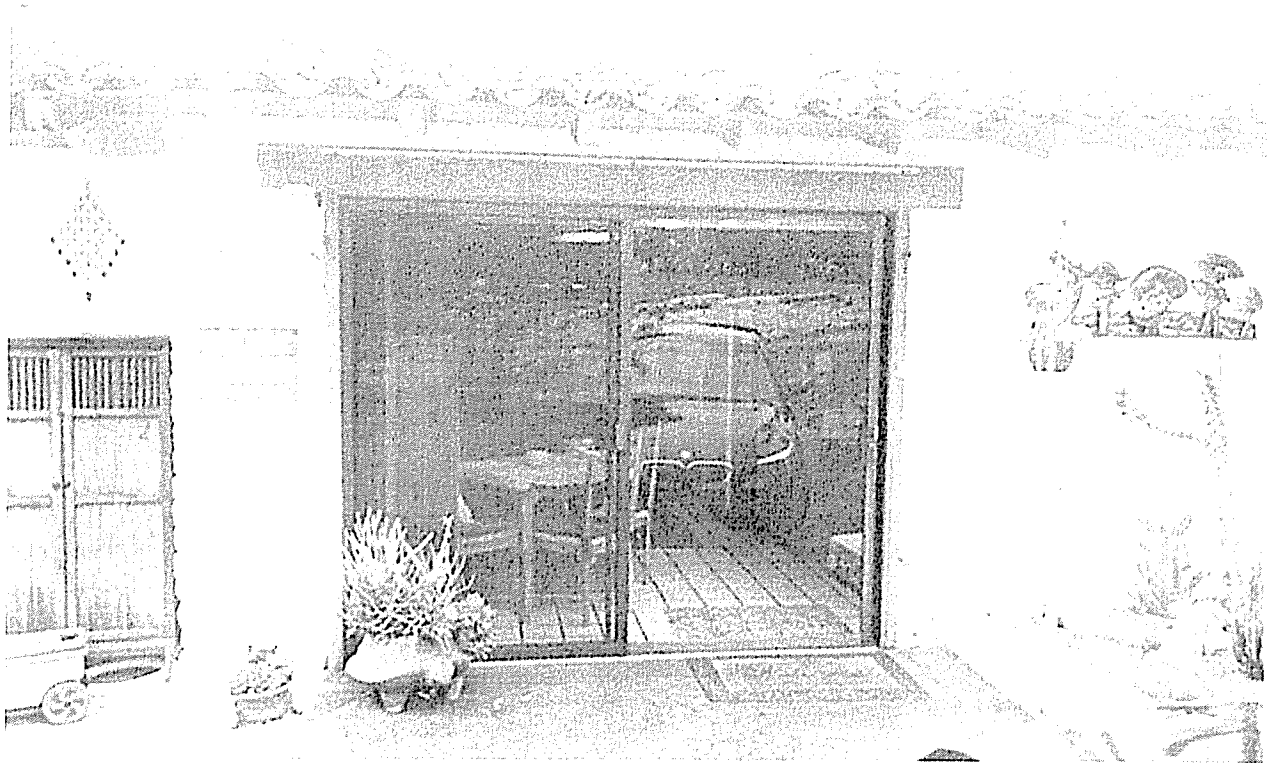
Grant Deed – Nov 14, 1975 / Terry R. Berrettine & Norma B Berrettine

Grant Deed – June 11, 1978 / Daniel H Dogherty & Lymnda R. Dogherty

Grant Deed – Oct 12, 1989 Gottfried Besenbruch

Quitclaim Deed Dec 22, 2014 – Trust to Susanne Besenbruch & Angelika Martin- AKA- Angelika Nederlof







Real Estate Information

SCALE 1
(30/INCH) 0

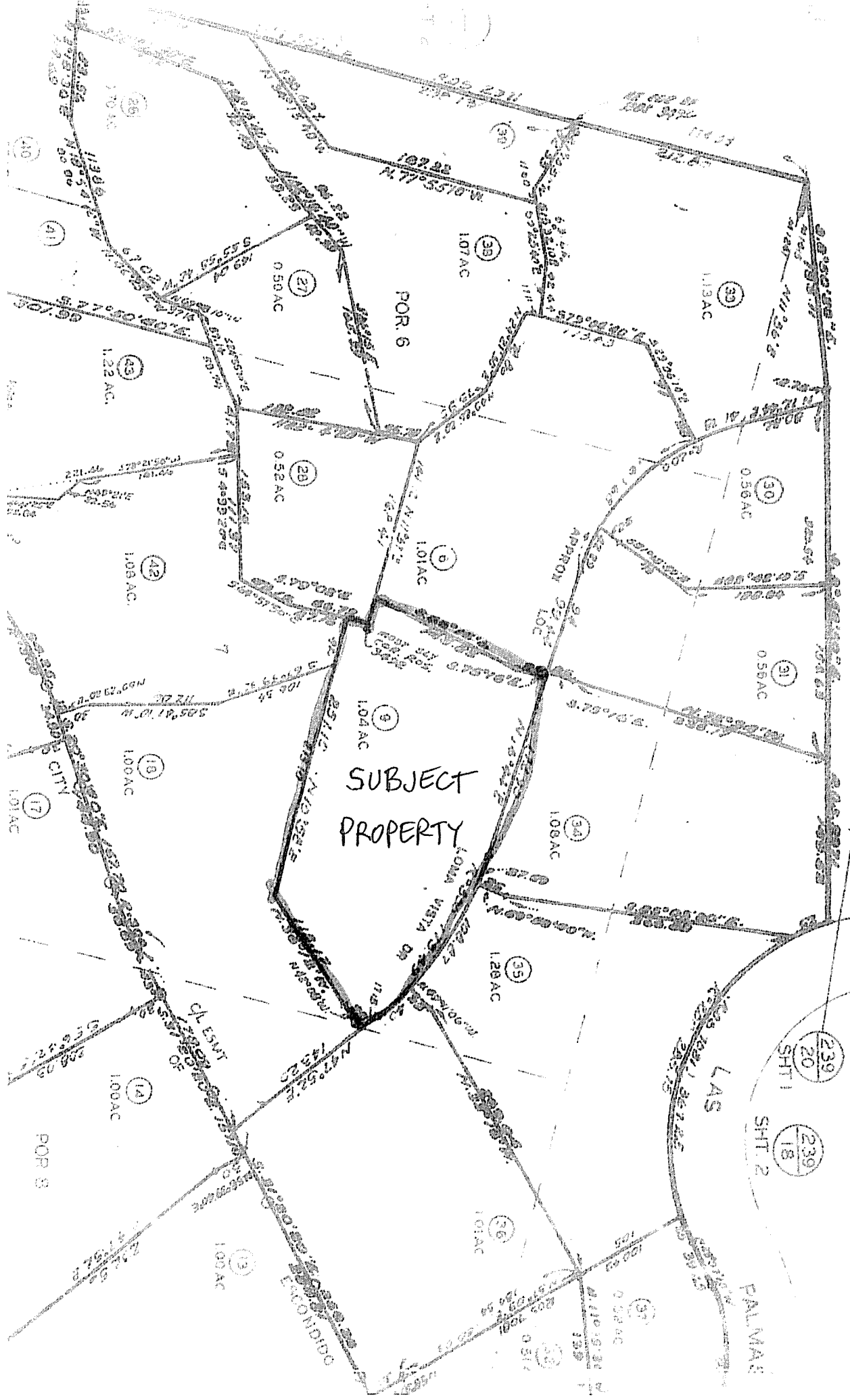
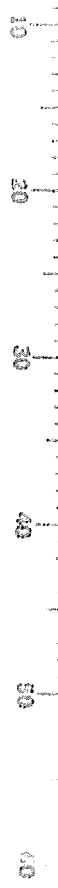


EXHIBIT "A"

PARCEL 1:

THAT PORTION OF LOTS 7 AND 8 IN BLOCK 30 OF HOMELAND ACRES ADDITION, TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON MARCH 11, 1910, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF CRANSTON DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP NO. 1241 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, DISTANT ALONG SAID LINE SOUTH 12°09'20" WEST 320.85 FEET FROM THE INTERSECTION OF SAID CRANSTON DRIVE WITH THE CENTER LINE OF THE STREET RIGHT OF WAY 30 FEET WIDE, KNOWN AS "GAMBLE LANE" BORDERING LOT 2 IN SAID BLOCK 31 ON THE SOUTH; THENCE SOUTH 38°30'40" EAST 275.06 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 94.25 FEET THROUGH AN ANGLE OF 18°00' THENCE TANGENT TO SAID CURVE SOUTH 20°30'40" EAST 179.70 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 56.69 FEET THROUGH AN ANGLE OF 10°49'40"; THENCE TANGENT TO SAID CURVE SOUTH 31°20'20" EAST 178.09 FEET; THENCE NORTH 47°52' EAST 143.20 FEET; THENCE NORTH 42°08' WEST 25 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RETRACING SOUTH 42°08' EAST 25 FEET; THENCE NORTH 47°52' EAST 17.15 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE 173.49 FEET THROUGH AN ANGLE OF 33°08'; THENCE TANGENT TO SAID CURVE NORTH 14°44' EAST 167.46 FEET; THENCE NORTH 75°16'; WEST 25 FEET; THENCE NORTH 66°16' WEST 143.85 FEET; THENCE SOUTH 11°57' WEST 24.29 FEET; THENCE NORTH 79°02' WEST 19.56 FEET; THENCE SOUTH 10°58' WEST 257.10 FEET; THENCE SOUTH 36°12' EAST 115.17 FEET TO THE TRUE POINT OF BEGINNING, THE EASTERLY 30 FEET OF SAID LAND BEING A PORTION OF THE WESTERLY HALF OF SAID EASEMENT PARCEL "B" HEREINAFTER DESCRIBED IN PARCEL 2.

PARCEL 2

EASEMENTS AND RIGHTS OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES PURPOSES, SITUATED WITHIN A TRACT OF LAND, INCLUDING LOTS 7, 8 AND THE SOUTH HALF OF LOT 6 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910 AND INCLUDING THAT PORTION OF RANCHO SAN BERNARDO, ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8,

1912, LYING WITHIN A STRIP OF LAND 800 FEET WIDE, WHICH IS EASTERLY OF AND IMMEDIATELY ADJOINING THE EASTERLY LINE OF SAID LOTS 6, 7 AND 8 IN SAID BLOCK 30, SAID STRIP OF LAND 800 FEET WIDE, EXTENDING FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID SOUTH HALF OF SAID LOT 6, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 8, OVER EASEMENT PARCELS DESCRIBED AS FOLLOWS:

EASEMENT PARCEL "A":

A STRIP OF LAND 60 FEET WIDE, BEGINNING IN THE WESTERLY LINE OF SAID LOTS 6 AND 7 IN SAID BLOCK 30, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF CRANSTON DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP NO. 1241 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, DISTANT ALONG SAID LINE SOUTH $12^{\circ}09'20''$ WEST 320.95 FEET FROM THE INTERSECTION OF SAID CRANSTON DRIVE WITH THE CENTER LINE OF THE STREET RIGHT OF WAY KNOWN AS "GAMBLE LANE" BORDERING LOT 2 IN SAID BLOCK 31 ON THE SOUTH; THENCE SOUTH $38^{\circ}30'40''$ EAST 275.06 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 94.25 FEET THROUGH AN ANGLE OF $18^{\circ}00'$; THENCE TANGENT TO SAID CURVE SOUTH $20^{\circ}30'40''$ EAST 179.70 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 56.69 FEET THROUGH AN ANGLE OF $10^{\circ}49'40''$; THENCE TANGENT TO SAID CURVE SOUTH $31^{\circ}20'20''$ EAST 178.09 FEET TO A POINT DESIGNATED HEREIN AS POINT "A"; THENCE CONTINUING SOUTH $31^{\circ}20'20''$ EAST 346.88 FEET TO THE SOUTHEASTERLY TERMINUS OF SAID CENTER LINE OF EASEMENT HEREIN DESCRIBED, THE BOUNDARY OF SAID EASEMENT STRIP BEING WIDENED ON THE NORTHEAST, TO COINCIDE WITH THE SOUTHWESTERLY BOUNDARY OF A 270 FOOT RADIUS CIRCULAR PARCEL OF LAND, SET NORTHEASTERLY OF AND TANGENT TO SAID EASEMENT STRIP 60 FEET WIDE HEREINABOVE DESCRIBED, AND SET EASTERLY OF AND TANGENT TO THE WESTERLY LINE OF SAID LOT 6 IN SAID BLOCK 30, SAID BOUNDARY OF SAID EASEMENT STRIP BEING WIDENED ON THE SOUTHWEST TO COINCIDE WITH THE NORTHWESTERLY BOUNDARY OF 37.23 FOOT RADIUS, CIRCULAR PARCEL OF LAND, SET SOUTHWESTERLY OF AND TANGENT TO SAID EASEMENT STRIP 60 FEET WIDE, HEREIN ABOVE DESCRIBED AND SET EASTERLY OF AND TANGENT TO THE WESTERLY LINE OF SAID LOT 7 IN SAID BLOCK 30, THE BOUNDARY OF SAID EASEMENT STRIP BEING EXPANDED AT THE SOUTHEASTERLY AND THEREOF TO COINCIDE WITH THE BOUNDARY OF A 50 FOOT RADIUS CIRCULAR PARCEL OF LAND CENTERED AT SAID SOUTHEASTERLY TERMINUS OF SAID EASEMENT STRIP.

EASEMENT PARCEL "B":

A STRIP OF LAND 50 FEET WIDE, BEGINNING IN THE NORTHEASTERLY BOUNDARY OF SAID EASEMENT PARCEL "A" ABOVE DESCRIBED AND

TERMINATING IN THE MEANDER LINE, WHICH BEGINS AT THE NORTHEASTERLY CORNER OF SAID SOUTH HALF OF SAID LOT 6 IN SAID BLOCK 30 AND RUNS THENCE SOUTH 8°50'30" EAST 183.11 FEET TO A POINT AND THENCE SOUTH 2°58'50" EAST, THE CENTER LINE OF SAID STRIP OF LAND BEGIN DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A", IN THE CENTER LINE OF SAID EASEMENT PARCEL "A" ABOVE DESCRIBED; THENCE NORTH 47°52' EAST 160.35 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE 173.49 FEET THROUGH AN ANGLE OF 33°08'; THENCE TANGENT TO SAID CURVE NORTH 14°44' EAST 266.90 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE 202.46 FEET THROUGH AN ANGLE OF 58°00' TO A POINT DESIGNATED HEREIN AS POINT "B"; THENCE TANGENT TO SAID CURVE NORTH 72°44' EAST 80.82 FEET TO SAID MEANDER LINE ABOVE DESCRIBED THE BOUNDARY OF SAID EASEMENT STRIP BEING WIDENED AT THE SOUTHWESTERLY END THEREOF TO COINCIDE WITH THE NEAR BOUNDARIES OF TWO 20 FOOT RADIUS CIRCULAR PARCELS OF LAND SET, ONE ON EACH SIDE OF AND TANGENT TO THE SIDE LINES OF SAID EASEMENT STRIP HEREIN DESCRIBED; AND BOTH CIRCULAR PARCELS SET NORTHEASTERLY OF AND TANGENT TO SAID NORTHEASTERLY BOUNDARY OF SAID EASEMENT PARCEL "A" ABOVE DESCRIBED, THE BOUNDARY OF SAID EASEMENT STRIP BEING WIDENED AT THE NORTHEASTERLY END THEREOF TO COINCIDE WITH THE BOUNDARIES OF A STRIP OF LAND 90 FEET WIDE, THE CENTER LINE OF SAID STRIP TO COINCIDE WITH SAID CENTER LINE OF SAID EASEMENT STRIP 50 FEET WIDE HEREIN ABOVE DESCRIBED, SAID WIDENED PORTION EXTENDING NORTHEASTERLY FROM A LINE BEARING NORTH 27°44' EAST FROM A POINT WHICH IS NORTH 17°16' WEST 25 FEET FROM SAID ABOVE DESCRIBED POINT "B" AND EXTENDING NORTHEASTERLY FROM A LINE BEARING SOUTH 62°16'; EAST FROM A POINT WHICH IS SOUTH 17°16' EAST 25 FEET FROM SAID POINT "B" EXCEPTING FROM SAID EASEMENT PARCEL B THAT PORTION INCLUDED IN PARCEL 1 ABOVE DESCRIBED.

APN: 238-160-09



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

From: City of Escondido
201 North Broadway
Escondido, CA 92025

Project Title/Case No.: HP 16-0001

Project Location - specific: Addressed as 2612 Loma Vista Drive (APN 238-160-0900), located on the west side of Loma Vista Drive north of Las Palmas Avenue.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve listing the 1.04-acre subject property on the City's Local Register of Historic Places in the RE-30 (Single-Family Residential, 30,000 SF minimum lot size) zone, located in the E2 (Estate II) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Angelika Nederlof
Address: 2612 Loma Vista Drive, Escondido, CA 92025

Telephone: (760) 294-1926

☒ Private entity ☐ School district ☐ Local public agency ☐ State agency ☐ Other special district

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the RE-30 zone and the E2 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham
Assistant Planner

5/28/16
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

RESOLUTION NO. 2016-93

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
LISTING THE STRUCTURES ON THE
PROPERTY ADDRESSED AS 2612 LOMA
VISTA AVENUE ON THE CITY'S LOCAL
REGISTER OF HISTORIC PLACES

(Case No. HP 16-0001)

WHEREAS, the City's Historic Resources Ordinance identifies seven criteria for properties to be listed on the City's Local Register of Historic Places; and

WHEREAS, properties eligible for listing on the Local Register must meet at least two of the seven criteria identified in the Ordinance; and

WHEREAS, the property located at 2612 Loma Vista Avenue (APN 238-160-0900) has been evaluated against the criteria and has been found to be eligible for listing on the Local Register; and

WHEREAS, this property was recommended by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on June 7, 2016; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to list the historic residence located at 2612 Loma Vista Avenue on the City's Local Register of Historic Places, as recommended by the Historic Preservation Commission on June 7, 2016.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to list the property located at 2612 Loma Vista Avenue on the City's Local Register of Historic Places.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Assistant City Manager
Karen Youel, Housing and Neighborhood Services Manager

SUBJECT: Approval to Accept Emergency Solutions Grant Funds and to Amend Fiscal Year 2015-2019 Five Year Consolidated Plan and Fiscal Year 2016-2017 Annual Action Plan.

RECOMMENDATION:

1. Solicit and consider citizen input regarding the Emergency Solutions Grant (ESG) program and approve the acceptance of ESG funds in the amount of \$135,322 for Fiscal Year 2016-2017.
2. Approve a budget adjustment to Fiscal Year 2016-2017 Community Development Block Grant (CDBG) allocations in response to a recipient terminating their services in Escondido, and reallocate the CDBG funds and to accept ESG funds.
3. Adopt Resolution No. 2016-100, approving the ESG and CDBG budget and authorizing the Assistant City Manager and City Clerk to execute contracts as appropriate.
4. Adopt Resolution No. 2016-103, approving submittal of the amended FY 2016-2019 Consolidated Plan and the amended FY 2016-2017 One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) for the use of CDBG, HOME Investment Partnership (HOME), and ESG funds.

FISCAL ANALYSIS:

There is no impact on the General Fund. All projects will be funded by federal ESG funds. A program match will be provided by the selected ESG subrecipient(s) involving a contribution of monetary and/or non-monetary resources.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Neighborhood Improvement.

PREVIOUS ACTION:

On April 22, 2015, the City Council held a public hearing and approved the FY 2015-2019 Five-Year Consolidated Plan. The Plan established priorities for the use of federal funds (including HOME and

CDBG) over the five year period, ending June 30, 2020, to benefit low-income residents and neighborhoods in the City of Escondido.

On May 4, 2016, the City Council held a public hearing and approved the HOME and CDBG budgets. The approval also authorized City staff to execute contracts as appropriate, and approving the submittal of the FY 2016-2017 One-Year Action Plan to the U.S Department of Housing and Urban Development for the use of CDBG and HOME funds.

BACKGROUND:

Each year HUD allocates ESG funding to state, urban counties, and metropolitan cities. The City of Escondido was not a recipient of ESG Funds prior to this year. Based on the formula used for the CDBG program, HUD's estimated ESG allocation to the City of Escondido for FY 2016-2017 is \$135,322. It is unclear if the City will receive future ESG funds as they are allocated on an annual basis.

The main purpose of the ESG is to provide prevention assistance to individuals and families who would otherwise become homeless, and to provide assistance to rapidly re-house persons who are homeless, and those who are at risk of becoming homeless. As an ESG recipient, the City of Escondido will be required to work with the local Continuum of Care (CoC) to determine how ESG will be used and evaluated in concert with CoC-wide ESG Standards. In order to receive ESG funds, HUD requires that the City's FY 2015-2019 Five Year Consolidated Plan and FY 2016-2017 Annual Action Plan be amended to include this new allocation. The Plans identify the priorities for the CDBG, HOME Investment Partnership (HOME), and ESG programs.

ESG program components include:

1. Street Outreach – Essential services necessary to reach out to unsheltered persons and to meet their immediate needs by connecting them with critical non-facility based services.
2. Emergency Shelter – Funding for shelter renovations and operations, essential services, or relocation assistance providing crisis and/or temporary housing.
3. Homelessness Prevention – Housing relocation and stabilization services to prevent individuals and households from moving into emergency shelters or homeless assistance systems.
4. Rapid Rehousing – Assistance provided for transitioning people out of homelessness into permanent housing.

5. Homeless Management Information Systems (HMIS) – Development and maintenance of a database that tracks the costs for recipients' and sub-recipients' assistance.
6. Administrative Costs – For offsetting costs to administer recipients and sub-recipients.

Conditions of the use of ESG funds include:

Sub-recipients, selected by the City through a Request for Proposal (RFP) process described below, must match allocated ESG funds with an equal amount of funds from a non-federal source that may include cash and/or non-cash contributions. The combined limit for emergency shelter and street outreach activities may not exceed (but may be less than) 60 percent of funding of the fiscal year grant.

ESG Funding Limitations

Fiscal Year 2016-2017 Allocation	ESG
Planning and Administration Cap (7.5 percent of annual Grant)	\$10,149
Available for Other Activities	\$125,173
TOTAL Allocation	\$135,322

A percentage of the ESG allocation may be set-aside for the City's planning and administration that may be shared with a subrecipient and is limited to no more than 7.5 percent of the annual grant. The remaining amount may be made available for projects and activities that serve the homeless and those at-risk of homelessness.

City staff has initiated the Public Participation outreach necessary to amend the Consolidated Plan in order to collect input regarding community homeless needs and priorities. A public meeting was held on June 30, 2016 and a survey has been sent to community partners. Initial response suggests that the community identifies homelessness prevention and rapid rehousing as Escondido's greatest needs.

PROPOSED CDBG BUDGET ADJUSTMENT

In addition adding information regarding the new ESG funding, there has been a change in the CDBG public service funding. In June 2016, Angel's Depot informed the City that they would no longer be offering food services to low-income households. City staff therefore recommends that the funds, which would have been contracted to Angel's Depot, be reallocated to the Neighbor-to-Neighbor program. This program, which supports City neighborhood groups, did not receive a full funding in order to accommodate a high demand for public service funds. This reallocation will fund the Neighbor-to-Neighbor program at approximately 80 percent of the initial proposed budget.

NEXT STEPS IN THE PROCESS

After the Consolidated Plan and Action Plan are amended, City staff proposes issuing a Request for Proposal (RFP) to allow subrecipients an opportunity to submit proposals for the City's allocation of the ESG funds. City staff will review and evaluate prospective proposals in order to determine the benefit and eligibility requirements, and program support for the Consolidated Plan goals. Upon City Council approval, City staff will then enter into agreement with qualified subrecipient(s) and frequently monitor their activities to ensure ESG funds are expended in a timely manner.

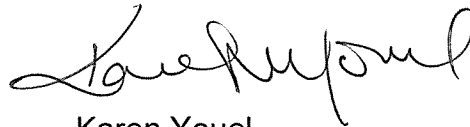
The following attachments provide additional information for City Council reference:

- Attachment A – FY 2016-2017 Proposed ESG Allocations
- Attachment B - FY 2016-2017 Proposed CDBG Allocations
- Budget Adjustment Request Form

Respectfully submitted,



Jay Petrek
Assistant City Manager



Karen Youel
Housing & Neighborhood Services Manager



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 7/7/16

Department: City Manager's Office

Division: Housing and Neighborhood Services

Project/Budget Manager: Nancy Melander 4579
Name Extension

Council Date (if applicable): July 20, 2016
(attach copy of staff report)

For Finance Use Only	
Log #	<u>BA 07-05</u>
Fiscal Year	<u>2017</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

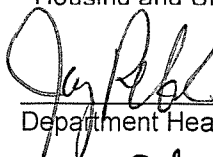
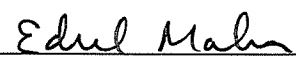
Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Angel's Depot	<u>115 - 342630</u>		<u>15,000</u>
Neighbor-to-Nighbor	<u>115 - 342640</u>	<u>15,000</u>	
ESG (grant funds)	<u>NEW</u>	<u>\$135,322</u>	
<u>ESG REV.</u>	<u>NEW</u>	<u>135,322</u>	

Explanation of Request:

Change in the CDBG public service funding. Angel's Depot will no longer be offering food services to low-income households.

Budget adjustment for new Emergency Solutions Grant (ESG) program; grant funds awarded by US Department of Housing and Urban Development.

APPROVALS

	<u>7/13/2016</u>	City Manager	Date
Department Head	Date		
	<u>7/13/2016</u>	City Clerk	Date
Finance	Date		

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2016-100

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE ESG AND CDBG BUDGET
FOR FISCAL YEAR (FY) 2016-2017 AND
AUTHORIZING THE ASSISTANT CITY
MANAGER AND CITY CLERK TO EXECUTE
AGREEMENTS FOR USE OF EMERGENCY
SOLUTIONS GRANT AND COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, the City of Escondido ("City") is a recipient Community Development Block Grant ("CDBG") funds Development and has newly been awarded Emergency Solutions Grant ("ESG") funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, a total of 7.5 percent of the ESG funds received by the City may be used for administration and the remaining ESG funds (92.5 percent) may be used to provide prevention assistance to individuals and families who would otherwise become homeless, and to provide assistance to rapidly re-house persons who are homeless, and those who are at risk of becoming homeless; and

WHEREAS, a total of 20 percent of CDBG funds received may be used for administration; a total of 15 percent for public service activities; and the remaining 65 percent, for uncapped capital improvements; and

WHEREAS, an approved FY 2016-2017 CDBG recipient will be terminating their services in Escondido and FY 2016-2017 CDBG funds will be reallocated; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the CDBG and ESG budgets for FY 2016-2017, attached as Exhibit "A" and Exhibit "B" respectively, and which are incorporated by this reference; and

WHEREAS, the new ESG budget and amendments to the CDBG budget reflect the work program for the coming year based on the City's amended Action Plan for FY 2016-2017 which identifies the goals and priorities, established in the amended 2015-2019 Consolidated Plan; and

WHEREAS, the City Council also desires to authorize City officials, including the Assistant City Manager and the City Clerk to execute agreements to provide for the use of ESG and CDBG funds.

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 ESG and CDBG budgets and administration of programs for the period of July 1, 2016, through June 30, 2017 inclusive, contained in the FY 2016-2017 ESG Budget Document and CDBG Budget Document, attached as Exhibit "A" and Exhibit "B," are hereby adopted.
3. That the Assistant City Manager is authorized to non-substantial changes to the HOME, ESG, and/or CDBG budget within 25 percent, whether above or below the projected allocation, will be proportionally dispersed to current distributions.

4. That the Assistant City Manager and the City Clerk are hereby authorized to execute contracts with specific providers for use of CDBG funds in the amounts, set forth in Exhibit "B," provided such agreements have been approved as to form by the City Attorney.

**EMERGENCY SOLUTIONS GRANT
SUMMARY OF ESG FUNDING CATEGORIES**

FUNDING CATEGORY	AMOUNT AVAILABLE
2016 Allocation	\$135,322
Administrative Cost (7.5%)	\$10,149
Assistance Funds	\$125,173

City of Escondido, Fiscal Year 2016-2017 Proposed CDBG Allocations
Estimated Allocation: **\$1,514,995**

FY 16-17

Administration - 20% cap of allocation (\$302,999 max.)	
CDBG Administration	\$ 268,954
Fair Housing	\$ 34,045
Total	\$ 302,999
Public Service - 15% cap of total available (\$227,249 max.)	
Learn to Swim	\$ 24,500
Senior Transportation	\$ 24,000
Senior Nutrition	\$ 45,500
Senior CARE	\$ 13,000
In Home Meal Delivery	\$ 15,000
Angels Depot	\$ 0
Winter Shelter	\$ 33,000
Neighbor-to-Neighbor	\$ 45,969
Solutions for Change	\$ 26,280
Total	\$ 227,249
Uncapped Capital Improvement & Other Neighborhood Revitalization Activities - (No max.)	
Multi Neighborhood Street Light Project	\$ 75,000
Code Enforcement	\$ 92,487
Grants to Blocks	\$ 87,751
Project Neat	\$ 50,000
Graffiti Removal	\$ 90,000
**Tulip St. Improvements (West Hillside)	\$ 561,983
Street Light LED Retrofit Program	\$ 150,000
Escondido Community Child Care Development Center	\$ 25,000
Center for Community Solutions	\$ 52,526
Total	\$ 1,184,747

Total CDBG Allocations \$ 1,714,995

RESOLUTION NO. 2016-103

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE CITY OF ESCONDIDO FIVE-
YEAR CONSOLIDATED PLAN AND ONE-
YEAR ACTION PLAN AND APPROVING
SUBMITTAL OF PLANS FOR CDBG AND ESG
TO THE DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

WHEREAS, the City of Escondido ("City") is a recipient of Community Development Block Grant ("CDBG") and Emergency Solutions Grant ("ESG") funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City desires at this time and deems it to be in the best interest to amend the 2015-2019 Consolidated Plan to accept ESG funds and the One-Year Action Plan for CDBG and ESG funds;

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 approves the amendment of the 2015-2019 Consolidated Plan and 2016-2017 One-Year Action Plan for CDBG and ESG funds.
3. That the City Council approves the submittal of the amended 2015-2019 Consolidated Plan and 2016-2017 One-Year Action Plan to the Department of Housing and Urban Development.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 14

Date: July 20, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Consulting Agreement for the First Phase of the Redesign of a Membrane Filtration/Reverse Osmosis Facility for Treatment of Recycled Water for Agricultural Irrigation

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-108, authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black and Veatch Corporation in the amount of \$200,000 for engineering services for the first phase of the redesign of a Membrane Filtration and Reverse Osmosis (MF/RO) facility at a new location.

FISCAL ANALYSIS:

The value of the proposed contract is \$200,000. Funds are presently available in CIP 801508 – MF/RO Facility for Agriculture.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

N/A

PREVIOUS ACTION:

On September 24, 2014, the City Council adopted Resolution No. 2014-152, awarding a Consulting Agreement with Black and Veatch Corporation in the amount of \$1,200,000 for the design of the Membrane Filtration/Reverse Osmosis Facility for Treatment of Recycled Water for Agricultural Irrigation.

On April 20, 2016, the City Council adopted Resolution No. 2016-47, awarding a First Amendment to the Consulting Agreement with Black and Veatch Corporation in the amount of \$414,650 for additional engineering services to prepare construction drawings and specifications for a Membrane Filtration/Reverse Osmosis Facility with a capacity of 2 million gallons per day (MGD) at 2512 E. Washington Avenue.

On April 26, 2016, the Planning Commission voted 5-0-1 on a motion to deny the proposed Conditional Use Permit to construct a City Membrane Filtration/Reverse Osmosis (MF/RO) facility at the proposed site.

On May 25, 2016, the City Council continued an appeal to the Planning Commission decision to deny the Project. The item was continued to a future date in order for staff to research potential modifications to the project, including the possibility of locating the facility at a different site.

BACKGROUND:

This project originally was conceptualized as part of the City's Potable Water Reuse Program identified in the Recycled Water Master Plan. The City is implementing this component of the Reuse Program to expedite a new, high-quality water supply to local agricultural growers, using existing water resources and help promote and support the local economy and agriculture. The Reuse Program also identified the potential for installation of an advanced water treatment (AWT) facility, which could be used to improve local water quality and/or to produce purified water for indirect potable reuse purposes. The new MF/RO facility will serve as the future pilot site for anticipated Advanced Oxidation Process demonstration of the City's ability to further treat the RW so that it could be safely used in the potable water supply through AWT.

The MF/RO facility was originally designed for a City-owned parcel at 2512 E. Washington Avenue, located between El Norte Parkway and Washington Avenue. This parcel is zoned residential and surrounded by single family homes to the east and west, two churches to the south, and a vacant parcel to the north. Following Planning Commission denial of the Conditional Use Permit and opposition from neighboring residents, staff has decided that locating the MF/RO Facility at a different location would be the most prudent option. A new location has been identified for the proposed MF/RO facility.

The new location for the proposed MF/RO facility is a City-owned parcel located at the southeast corner of Washington Avenue and Ash Street. This parcel is zoned commercial and bordered by Washington Avenue to the north, Ash Street to the west, the flood control channel to the south and a three-story retirement facility to the east. Historically, the Escondido Mutual Water Company's maintenance yard was located on this parcel. Currently the parcel is being utilized for a contractor staging area. The MF/RO facility requires a City Conditional Use Permit (CUP) from the Planning Commission.

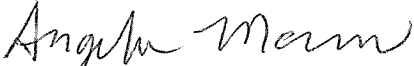
The redesign of the MF/RO Facility will be performed in two phases in order to maximize efficiencies and avoid unnecessary work. Each phase will have separate consulting contracts. The first phase will consist only of the effort needed to bring the redesigned project to the Planning Commission for a Conditional Use Permit (CUP). If the Planning Commission approves the CUP, a contract for the remaining work will be brought before City Council.

The Phase 1 contract includes geotechnical explorations, site surveys and mapping for the new site. The contract also includes developing a conceptual layout for the new site that will include the MF/RO Facility and all future AWT facilities. This effort includes modifying the major process equipment

control table and process schematics as necessary in order to ensure that all current and future processes will be positioned efficiently on the new site. It is envisioned that equipment that may emit noise will be located toward the west end of the parcel and that architectural features and landscaping will be modified to match the surrounding neighborhood. The contract calls for work to be completed within two months. It is anticipated that the revised project will be brought before the Planning Commission in late 2016.

The Phase 2 contract will consist of all remaining work required to develop bid ready plans and specifications. It is envisioned that the Phase 2 contract will include a transient analysis, acoustic study, storm water management plan, hydromodification management plan, hydrologic/hydraulic drainage report and storm water site plan for the new site location. The inter-process pumping equipment, pump station hydraulics, yard piping, surge system and generator system will be updated as necessary to accommodate the new site. It is anticipated that the Phase 2 work will be completed approximately 6 months after the Phase 2 contract approval.

Respectfully submitted,


for Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2016-108

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 BLACK AND
VEATCH CORPORATION FOR THE FIRST
PHASE OF THE REDESIGN OF A MEMBRANE
FILTRATION REVERSE OSMOSIS FACILITY
FOR TREATMENT OF RECYCLED WATER

WHEREAS, the City of Escondido desires to have the construction drawings and specifications prepared for a membrane filtration/reverse osmosis facility and pump station for recycled water (the "Project"); and

WHEREAS, the Project was originally designed at a location off of East Washington Avenue; and

WHEREAS, the City desires to relocate the proposed Project to a new location; and

WHEREAS, the Project design needs to be modified to accommodate the new location; and

WHEREAS, City of Escondido staff have completed negotiations with Black and Veatch Corporation for engineering design services for Phase 1 of the Redesign of the Project and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$200,000.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Black and Veatch Corporation. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO

CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

This Agreement is made this _____ day of _____, 2016.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Angela Morrow
760-839-6290 x 7030
("CITY")

And: Black & Veatch Corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069
Attn: Kevin N. Davis
760-621-8419
("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 re-design an MF/RO facility for treatment of recycled water for agricultural irrigation and future potable reuse; 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 not-to-exceed \$200,000. 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. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). 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 CONTRACTOR to comply with this section.
23. Department of Industrial Relations Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. 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 CONTRACTOR to comply with this section.

24. 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

BLACK & VEATCH CORPORATION

Date: _____

Kevin N. Davis, P.E., BCEE
Associate Vice President

(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.



**MFRO FACILITY FOR AGRICULTURE
RE-DESIGN SCOPE OF WORK – CONCEPTUAL DESIGN**

CITY OF ESCONDIDO

BACKGROUND

The City of Escondido (City) has elected to implement a reuse water program that was originally conceptualized by the Recycled Water Master Plan. The program is intended to delay or defer wastewater effluent (raw water) outfall improvement requirements through Year 2050, expedite a new, high quality water supply to local agricultural growers and to help promote and support local economy. The reuse water program includes the development of a decentralized advanced water treatment (AWT) plant which will expand the non-potable water service area to supply new customers. The AWT will be developed in two phases:

Phase 1 - Phase 1 includes the implementation of a 2 million gallons per day (mgd) membrane filtration and reverse osmosis facility for Agriculture (MFRO Facility). The MFRO Facility will utilize membrane filtration and reverse osmosis technologies to treat tertiary treated influent. A well mounted pumping station will be installed to supply reuse water to agriculture customers. After operation, the City intends to install a 0.25 mgd and advanced oxidation process UV reactor to monitor and project water quality for AWT at build-out.

Phase 2 – Based on the successful operation of the MFRO Facility and anticipated changes to reuse regulations, the second phase of AWT may be implemented. Phase 2 includes an 8 mgd Advanced Water Treatment plant for Indirect Potable Reuse (IPR) or Direct Potable Reuse (DPR). The Advanced Water Treatment Indirect Potable Reuse plant (AWTIPR) will utilize Ozone, biological activated carbon filters (BAC), membrane filtration, reverse osmosis and advanced oxidation and UV processes to treat influent to IPR/DPR water quality.

Under a previous contract Black & Veatch developed the contract documents for the MFRO Facility. However due to public opposition of the facility at the original site a new site has been secured by the City for the MFRO facilities. Under this scope of work Black & Veatch shall provide the following services:

1. Define the design criteria, process requirements and conceptual site plan layouts for the Phase 1 MFRO Facility and Phase 2 AWTIPR facilities including architectural and landscape features.

SCOPE OF WORK – MFRO FACILITY FOR AGRICULTURE

Specific tasks associated with this phase of the project are summarized below:

▼ **Task 1000 – Conceptual Design**

TASK 1000 – CONCEPTUAL DESIGN

The Conceptual Design will define the overall proposed AWT systems sizing, operational criteria and conceptual site plan for the MFRO Facility and AWTIPR. Tasks are summarized as follows:

Task 1001 – Conceptual Design Memorandum

The following tasks will be completed as part of Task 1001 for the MFRO Facility and AWTIPR:



**MFRO FACILITY FOR AGRICULTURE
RE-DESIGN SCOPE OF WORK – CONCEPTUAL DESIGN**

CITY OF ESCONDIDO

- Utilize the previously developed process and equipment sizing for the MFRO chemical and process facilities. It's anticipated that only the following items related to the MFRO will need to be updated:
 - Inter-process storage and transfer pump equipment
 - Agriculture Pump Station
 - Storage tank configuration
 - Influent/effluent yard piping
 - Surge system
 - Generator system
- Define process, load, flow and equipment requirements for the 8 MGD AWTIPR. AWTIPR processes will be evaluated for the purposes of conceptually defining spatial facility footprint and layout requirements. Major Processes for the AWTIPR are summarized as follows:
 - Ozone
 - BAC filters
 - Membrane Filtration and Reverse Osmosis
 - Advanced oxidation process
 - Inter-process storage and transfer pump station
 - Chemical feed storage
 - Decarbonation towers
 - Product water storage
 - IPR/DPR pump station
 - Administration building
 - Influent/effluent yard piping
- Confirm intended facility operation strategy with City related to new Ozone and BAC filter operation.
- Utilize major process equipment control table and modify as necessary.
- Utility existing process design parameters and modify as necessary.
- Utility existing process schematics and modify as necessary.

Task 1002 – Conceptual Site Plan Development

After completion of Task 1001, the Engineer will develop an overall conceptual site and piping plan for the site with MFRO and AWTIPR facilities. The conceptual site plan will include at a minimum the following features:

- Identify and locate footprints for all major processes and buildings.
- The Process building will incorporate space for a public information meeting room.
- Identify property limits.
- Identify drainage features.
- Identify sensitive (environmental or cultural) areas to avoid.
- Incorporate landscape elements.
- Incorporate space for a future City renewable project in the southwest corner of the site.



MFRO FACILITY FOR AGRICULTURE RE-DESIGN SCOPE OF WORK – CONCEPTUAL DESIGN

CITY OF ESCONDIDO

Task 1003 – Architecture Development

Architecture concepts for the MFRO Facility site buildings will be defined and developed to match the existing community architecture. A two hour workshop with City officials will be conducted to discuss different type of architectural features including finishes, roof type and roof materials. Two (2) architectural perspective concept renderings for the facility will be developed. The renderings will be developed based on the MFRO Facility conceptual site plan layout as developed under Task 1002 and will consist of one bird's eye view and one street view, including initial landscape concepts.

Task 1004 – Conceptual Design Workshop

The Engineer will facilitate a four-hour Conceptual Design Workshop with the City. The workshop will be utilized to review and solicit feedback for process design parameters, process diagrams, conceptual site plan layout, and architectural and landscape concepts. The City's feedback and comments will be incorporated into preliminary design phase of work (Task 2000).

Task 1005 – Site Survey and Mapping

B&V will retain subconsultant, O'Day Consultants (O'Day), to perform aerial mapping and topographic survey services. A copy of O'Day's scope is available in Appendix A.

Task 1006 – Geotechnical Investigations

Black & Veatch will retain subconsultant, West Coast Geotechnical Consultants, Inc. to perform a geotechnical investigation and prepare a geotechnical report. A copy of West Coast Geotechnical Consultants scope is available in Appendix B. As per the previous site Cone Penetration Testing (CPT) will be performed at the site ahead of the actual geotechnical borings. Results from the CPTs will help to determine the boring locations.

Task 1007 – Landscape Architecture

Black & Veatch will retain subconsultant MAK Design Landscape Architecture (MAK) to perform landscape architecture design services for the MFRO. Under this current task, MAK will develop of an initial site concept figure to aid the development of the overall site plan performed under Task 1002 and the development of the site renderings as performed under Task 1003. An allocation of \$2,000 has been set aside for this effort.

Task 1008 – Storm Water Design

Black & Veatch will retain subconsultant, Terramar Consulting (Terramar) to perform the storm water design for the MFRO site. Under this current task, Terramar will meet with Black & Veatch to help layout the potential storm water system for the site. This information will be utilized to aid the development of the overall site plan as performed under Task 1002. An allocation of \$1,000 has been set aside for this effort.

Deliverables for Task 1000

The Engineer will submit the following documents for City:

1. An electronic copy of the MFRO and AWTIPR process schematics, in Adobe PDF format.
2. An electronic copy of the major process equipment control table, in Adobe PDF format.



**MFRO FACILITY FOR AGRICULTURE
RE-DESIGN SCOPE OF WORK – CONCEPTUAL DESIGN**

CITY OF ESCONDIDO

3. An electronic copy of the MFRO and AWTIPR conceptual site and piping plan, in Adobe PDF format.
4. An electronic copy of the architectural concept renderings, in Adobe PDF format.
5. Two (2) hard copies and an electronic copy of the geotechnical investigation report.
6. An electronic copy of landscape and storm water design concept, in Adobe PDF format.

Assumptions:

- Access to the site will be along Washington Avenue. Therefore no coordination with Caltrans will be required along Ash Street.
- Utility service connections will be within Washington Avenue.
- Storm water run-off will drain (after treatment) to the adjacent storm water channel located along the south side of the site.
- Schedule duration for this conceptual design effort is noted below:
 - Development of Conceptual Design Memo and Site Plan – 2 months
 - Development of Draft Geotechnical Report – 2 months



**MFRO FACILITY FOR AGRICULTURE
RE-DESIGN SCOPE OF WORK**

CITY OF ESCONDIDO

APPENDIX A
ODAY CONSULTANTS
SCOPE OF WORK

City of Escondido
Metro Facilities Site Survey
Scope of Work

Scope I: Lump Sum fee of \$9,377.00 due and payable upon percentage of work completed.

Topographic Survey

A. Topographic survey to include the following:

- 1) Horizontal and vertical control.
- 2) Set and tie in aerial panels.
- 3) Survey of surface utilities on the vacant property at the SE corner of E. Washington Avenue and N. Ash Street.
- 4) Survey of surface utilities on E. Washington Avenue and N. Ash Street adjacent to the vacant property.
- 5) 20-scale aerial topo with 1' contour interval of the area bounded by and including E. Washington Avenue, N. Ash Street, Harding Street and Escondido Creek.
- 6) Color Digital Orthophoto of the area area bounded by and including E. Washington Avenue, N. Ash Street, Harding Street and Escondido Creek.
- 7) Aerial topo and survey file will be in Civil 3-D compatible format and orthophoto will be in tiff format.

Scope II: Lump sum fee of \$14,568.00 due and payable upon percentage of work
(Optional) completed.

ALTA Survey

A. Prepare an ALTA Survey for the vacant property at the SE corner of E. Washington Avenue and N Ash Street in accordance with the 2016 minimum standard detail requirements for ALTA/ACSM land title surveys to include the following:

1. Research all maps, deeds and records of surveys.
2. Field boundary survey.
3. Field survey existing improvements and encroachments within 5 feet of property line.
4. Review client provided title report and coordinate with title officer.
5. Review record documents and plot existing easements of record.

6. Prepare ALTA survey.

- Notes: 1. Does not include any optional items from Table "A".
2. Assumes Scope I is complete.

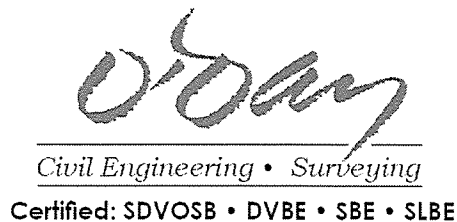
Scope III: Time and materials not to exceed \$500.00 without prior written authorization.

A. Reimbursable expenses, reproduction costs and deliveries.

DOES NOT INCLUDE:

- Optional ALTA items from Table "A".
- Preparation of legal descriptions/plats.
- Research or plotting improvements from as-built grading and improvement plans.
- Title Documents

Assumptions: All Field work is based on prevailing wage rates.



SCHEDULE OF HOURLY BILLING RATES

November 1, 2015

OFFICE ENGINEERING

Project Manager	\$205.00
Project Engineer	165.00
Design Engineer	145.00
AutoCad Technician	129.00
Construction Office Management/Document Control	85.00
Word Processing	85.00

FIELD ENGINEERING

2 Man Survey Crew	195.00
1 Man Survey Crew/Survey Chief/Project Surveyor	144.00

FIELD ENGINEERING-PREVAILING WAGE

3 Man Survey Crew	372.00
2 Man Survey Crew	260.00
1 Man Survey Crew/Survey Chief/Project Surveyor	179.00

CONSULTATION

Principal	\$265.00
-----------	----------

All out-of-pocket expenses, such as filing fees, printing, reproduction costs and deliveries, will be extra and invoiced at our direct cost plus 15%. Prevailing wage projects will be charged a higher rate for field engineering. Four (4) hour minimum charge for survey crew time. Any site visits less than 4 hours will be charged as extra work to fixed fee scopes of work.

Payment Terms: Accounts are due and payable within 10 days of the date of the invoice. If payment for invoice is not received within 30 days from the date of invoice, then a finance charge will be assessed at 1.5% per month for each month the invoice remains unpaid, starting at the 31st day. If payment for invoice is not received within 60 days from the date of invoice, then work will stop and will recommence once the account is paid in full.

Rates are subject to periodic increase.



**MFRO FACILITY FOR AGRICULTURE
RE-DESIGN SCOPE OF WORK**

CITY OF ESCONDIDO

APPENDIX B

WEST COAST GEOTECHNICAL CONSULTANTS, INC.
SCOPE OF WORK

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

1305 SIMPSON WAY, STE. F
ESCONDIDO, CA. 92029

PHONE: (760) 746-3592

July 1, 2016

Mr. John T. Bekmanis, P.E.
Black & Veatch Corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069

Project: Proposed MF/RO Facility and Future
Indirect Potable Water Facility
1200 Block, E. Washington Avenue
Escondido, California

Subject: Proposal for Geotechnical Investigation and Report
and Infiltration Rate Assessment
(Prevailing wage required)

Dear Mr. Bekmanis:

Thank you for this opportunity to provide you with our proposal to perform a geotechnical investigation and report and an infiltration rate assessment for the above referenced project.

I. Project Description

The proposed project will consist of a micro-filtration and reverse osmosis facility. At this time we have not been provided with detailed site plans. However, based on our experience with previous phases of the project, we expect that the facility will include various above-and below-ground storage tanks, processing buildings, equipment structures, chemical storage buildings and an administration/visitors building. The project site is located southeast of the intersection of Washington Ave. and Ash Street, in the city of Escondido, California.

Client Initials

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Indirect Potable Water Facility

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II. Scope of Work

We anticipate performing the tasks listed below.

Task A:

- 1) Review readily available non-proprietary literature pertinent to the project site.
- 2) Review of plans provided by our Client.
- 3) Surface reconnaissance to select subsurface exploration locations.
- 4) Notification of Underground Service Alert to have utilities "marked out".
- 5) File a boring permit for eight (8) borings and six (6) Cone Penetration Tests (CPT's) with the Department of Environmental Health (DEH) Well Permit Desk.

Task B:

- 1) Six CPT's to be advanced to depths of 70 feet or to competent formational soil.
- 2) Three small diameter borings drilled to depths of 70 feet or to competent formational soil.
- 3) Five small diameter borings drilled to depths of 30 feet.
- 4) Six small diameter borings drilled to depths between 3 and 5 feet. Each shallow boring to be presoaked 24 hours or less before testing. Percolation testing in each shallow boring.
- 5) Continuous sampling or Standard Penetration Tests (SPT's) to be performed in two of the 70-foot-deep borings. Sampling or SPT's performed at approximately 5 foot intervals in the remaining borings.
- 6) Target depths of CPT's and borings may be reduced if rock or other conditions inhibiting excavation are encountered at shallower depths.
- 7) Excess soils will be thin-spread onsite.
- 8) CPT and geotechnical boring excavations will be backfilled with bentonite and/or bentonite grout. Percolation test borings to be backfilled with soil.

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Indirect Potable Water Facility

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Task C:

- 1) Laboratory testing conducted on samples retrieved from geotechnical borings may include.
 - Sixteen (16) insitu density and moisture determinations;
 - Two (2) laboratory compaction tests;
 - Three (3) direct shear tests;
 - Three (3) consolidation tests;
 - Twelve (12) mechanical sieve analysis tests;
 - Six (6) atterberg limits tests;
 - Four (4) hydrometer tests; and
 - Three (3) corrosivity suites.
- 2) Testing will depend on the types of soil materials encountered. Accordingly, laboratory test may be added or substituted.

Task D:

- 1) Preparation of a Draft Report of Geotechnical Investigation including the following components:
 - Description of the surficial site conditions;
 - Characterization of the site and regional geology;
 - Description of geologic materials exposed at the subsurface locations;
 - Results and interpretations of the acquired field data and laboratory testing;
 - Discussion of potential geologic hazards including fault rupture, seismic shaking, liquefaction and slope stability;
 - Estimation of the thickness of liquefiable materials and anticipated settlement due to liquefaction;

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MF/RO Facility and Future
Indirect Potable Water Facility

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- Recommendations for grading, site preparation and remedial earthwork to improve structural support;
 - Soil parameters for foundation design including allowable soil bearing value, coefficient of friction, passive pressure and minimum embedment depth;
 - Seismic site class and values based on CBC 2013;
 - Soil parameters for below-grade walls; and
 - Discussion of potential construction challenges including shallow groundwater and shallow bedrock.
- 2) The Draft Report will be submitted to our Client for their review and comment.

Task E:

- 1) Preparation of an Infiltration Rate Assessment Report with:
- Brief summary of field testing and our observations;
 - Presentation of the percolation test results; and
 - Conversion of the test results into infiltration rates based on the Porchet Method.
- 2) The Infiltration Rate Assessment Report will be a final “stand-alone” document to be used by other Consultants for the selection and design of storm water BMP’s.

Task F:

- 1) Review of comments submitted by our Client pertaining to the Draft Report of Geotechnical Investigation.

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MF/RO Facility and Future
Indirect Potable Water Facility

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- 2) Response to Client comments.
- 3) Not more than 16 hours will be spent by our staff in reviewing and responding to Client comments, and contributing to meetings or tele-conferences.
- 4) Any additional time, beyond the designated 16 hours, required to address subsequent comments or requests for information will be invoiced for an additional fee of \$148.00 per hour.

Task G:

- 1) Preparation of a final version of the Report of Geotechnical Investigation following the review and response of the comments presented by our Client.

III. Payment of Services

We will invoice our client for each Task described above upon completion of said Task. Invoices are due and payable on receipt of invoice. The not to exceed fees for each Task are presented below.

Task A.....	\$ 2,400.00
Task B.....	\$ 33,800.00
Task C.....	\$ 5,000.00
Task D.....	\$ 6,600.00
Task E.....	\$ 1,600.00
Task F.....	\$ 2,300.00
Task G.....	\$ 2,000.00
Total \$	53,700.00

The fees for Task B may be significantly lower if firm, competent, formational soil is encountered at less than 50-feet-deep in multiple borings.

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

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Indirect Potable Water Facility

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IV. Responsibilities By Others

The Client or Owner shall provide West Coast Geotechnical Consultants, Inc. written permission to enter the properties. The Client or Owner will provide access through any gates or fences that secure the properties.

The Client or Owner shall provide us with the locations, size, configuration and loading of structures prior to the draft version of our report.

The Client or Owner shall provide us with the anticipated locations, size and depth of proposed bio-retention basins prior to our initiation of field work.

V. Additional Services

- We have been informed verbally, that hazardous materials are not expected to be encountered beneath the site. Nevertheless, if soils with potentially hazardous materials are exposed during exploration then the following fees may apply:
 - 1) Steam cleaning of CPT probe..... \$ 300.00
 - 2) Pressure washing of augers between geotechnical borings. \$ 2,640.00
 - 3) Placement of boring cuttings in approximately 22 drums. \$ 1,584.00
 - 4) Drums would remain onsite until Clients' or Owners' Environmental Consultant tests and evaluates the contained soils.
 - 5) Costs to dispose of drums and soil cannot be determined until the hazardous materials, if any, are identified.
- Attendance to meetings not described above would be performed on an "as-requested" basis at \$148.00 per hour.
- Review, approval or stamping of construction documents would be performed on an "as requested" basis at \$148.00 per hour.

**WEST COAST
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VI. Work Excluded

- Repair to unmarked or improperly marked utilities;
- Repair/replacement of damaged vegetation;
- Observation and/or engineering services performed during grading, backfilling or construction;
- Any analysis, evaluation or opinion concerning hazardous materials or contaminated soils;
- Removal and/or disposal of hazardous materials or contaminated soils; and
- An in-depth analysis and recommendations by a corrosion Engineer.

VII. Existing Utilities

West Coast Geotechnical Consultants, Inc. will call the Underground Service Alert of Southern California prior to our subsurface exploration. However, private utility lines, including but not limited to water, sewer and gas service lines, irrigation lines, leach lines, etc., are generally not "marked out" by the local municipalities. We shall not be responsible for any damage to unmarked or improperly marked utilities. We would be happy to meet with the property owners agent or the grounds manager so that they may direct us away from known utilities

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VIII. General Terms and Conditions

1. Changes to the "Agreement" shall be in writing agreed to and signed by both parties.
2. This Agreement shall become an integral part of any contract for the aforementioned project.
3. Client agrees to pay all court costs and reasonable attorney's fees in the event of default, if this agreement is turned over to an attorney for enforcement or collection.
4. Nothing herein or otherwise shall be construed as a warranty, express or implied on the part of **West Coast Geotechnical Consultants, Inc. West Coast Geotechnical Consultants, Inc.** does not intend to give any opinion whatsoever as to local city, county, or state rules and regulations which may have an impact on the buildability or value of the subject property.
5. This Agreement shall be governed by the laws of the State of California, and jurisdiction will be in the North County Judicial District of San Diego County, regardless of where the actual site of property in question is located.
6. The recommendations made in our reports are applicable to the site at the time the reports were prepared. It is the responsibility of the owner/developer to insure that these recommendations are carried out in the field.
7. The conclusions and recommendations provided in the reports have been based on all available data obtained from our field investigation and laboratory analysis, as well as our experience with the soils and formational materials located in the general area. The materials encountered on the project site and utilized in our laboratory testing are believed representative of the total area, however, earth materials may vary in characteristics between excavations.

**WEST COAST
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8. Of necessity, we must assume a certain degree of continuity between exploratory excavations, borings and/or natural exposures. It is necessary, therefore, that all observations, conclusions and recommendations be verified during the grading operation.
9. It is not possible to predict with certainty the future performance of a property. The future behavior of the site is also dependent on numerous unpredictable variables such as earthquakes, rainfall, and on-site drainage patterns
10. The firm of **West Coast Geotechnical Consultants, Inc.** shall not be held responsible for changes to the physical conditions of the property such as addition to fill soils or changing drainage patterns which occur subsequent to issuance of the reports.
11. Owner/developer should locate and clearly mark all underground utilities prior to construction activities. **West Coast Geotechnical Consultants, Inc.** shall not be responsible for any damage to utilities.
12. This firm prepares the reports in accordance with generally accepted engineering practices and makes no other warranties, either express or implied, as to the professional advice provided under the terms of the agreement and included in the reports.

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Indirect Potable Water Facility

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13. Neither the professional activities of **West Coast Geotechnical Consultants, Inc.** nor the presence of our employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **West Coast Geotechnical Consultants, Inc.** and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

14. **West Coast Geotechnical Consultants, Inc.** shall have the right to retain one or more professional consultant(s) as an independent advisor to **West Coast Geotechnical Consultants, Inc.** **West Coast Geotechnical Consultants, Inc.** will be solely responsible for payment of the consultant, and no contractual relationship shall arise between Client and the consultant. The extent of the consultant's liability for performance of its professional services shall be limited pursuant to the contract between **West Coast Geotechnical Consultants, Inc.** and the consultant.

**WEST COAST
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15. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and **West Coast Geotechnical Consultants, Inc.** agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The Client and **West Coast Geotechnical Consultants, Inc.** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

16. It is intended by the parties to this agreement that **West Coast Geotechnical Consultants, Inc.**'s services in connection with the Project shall not subject **West Coast Geotechnical Consultants, Inc.**'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against **West Coast Geotechnical Consultants, Inc.**, a California corporation, and not against any of **West Coast Geotechnical Consultants, Inc.**'s individual employees, officers or directors.

17. This agreement shall not create any rights or benefits to parties other than the Client and **West Coast Geotechnical Consultants, Inc.**, except such other rights as may be specifically called for herein.

18. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

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MF/RO Facility and Future
Indirect Potable Water Facility

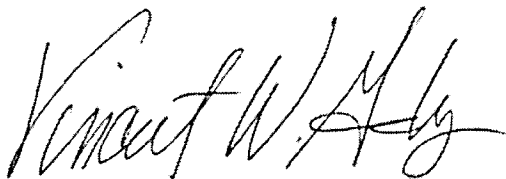
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July 1, 2016

If this agreement meets with your approval, please initial each page, complete the agreement block below and return one copy to this office within 60 days of receipt.

If you have any question regarding our charges, please do not hesitate to contact the undersigned.

Respectfully submitted,

WEST COAST GEOTECHNICAL CONSULTANTS, INC.



Vincent W. Gaby, CEG 1755, Expires 7-31-17
Engineering Geologist

Attachments: Fee Schedule
Distribution: (1) Addressee

VWG/dfg

I HAVE READ THE PRECEDING AND AGREE TO ALL THE TERMS AND CONDITIONS HEREIN.

AGREED TO THIS _____ DAY OF _____, 2016

BY: _____
(Print Name and Title)

ADDRESS: _____ WK PH: _____

(Street) FAX: _____

(City, State, Zip) CELL: _____

BY: _____
(Signature)

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

FIELD AND LABORATORY RATES
(Effective July 1, 2016 through June 30, 2017)

PROFESSIONAL SERVICES

Principal Engineer/Geologist.	\$ 160.00 hr.
Registered Engineer.	\$ 148.00 hr.
Certified Engineering Geologist.	\$ 148.00 hr.
Staff Engineer/Geologist.	\$ 124.00 hr.

TECHNICAL SERVICES

Sample Pick-up/Delivery (Concrete, Grout, Mortar, Soil).	\$ 75.00 hr.
Technical Typing/Clerical.	\$ 64.00 hr.
Drafting.	\$ 64.00 hr.

TECHNICAL SERVICES - PREVAILING WAGE

(Includes Vehicle, Nuclear Density Gauge and Typical Testing Equipment)

Field Technician with Mobile Laboratory or Nuclear Gauge.	\$ 90.00 hr.*
Registered Special Inspector - (Concrete, Masonry, Welding).	\$ 94.00 hr.*
Registered Special Inspector - (Non-Destructive Testing).	\$ 100.00 hr.*
Concrete Field Technician (A.C.I.).	\$ 90.00 hr.*
Batch Plant Inspector/Technician.	\$ 90.00 hr.*

* Projects that begin after June 30, 2017 may be subject to an increase on these services depending on the State of California D.I.R. determinations.

Black & Veatch Corporation
MF/RO Facility and Future
Indirect Potable Water Facility

FIELD AND LABORATORY RATES

(Effective July 1, 2016 through June 30, 2017)

LABORATORY TESTS

In-Place Density/Moisture Content.	\$ 30.00 ea.
Moisture Content.	\$ 20.00 ea.
Laboratory Compaction - (4 inch diameter mold).	\$ 150.00 ea.
Laboratory Compaction - (6 inch diameter mold).	\$ 180.00 ea.
Laboratory Compaction Check Point.	\$ 75.00 ea.
Consolidation Test.	\$ 210.00 ea.
Direct Shear Test - (3 points).	\$ 200.00 ea.
Expansion Test - (U.B.C. Method).	\$ 150.00 ea.
Sieve Analysis (Soil).	\$ 90.00 ea.
Sieve Analysis (Aggregate).	\$ 140.00 ea.
Atterberg Limits (Plastic Index/Liquid Limit).	\$ 140.00 ea.
Hydrometer Analysis.	\$ 200.00 ea.
Sand Equivalent.	\$ 90.00 ea.
R-value Soil.	\$ 220.00 ea.
R-value Aggregate Base.	\$ 260.00 ea.
Durability Index.	\$ 230.00 ea.
Abrasion Test - 500 Rev.	\$ 200.00 ea.

ASPHALT LABORATORY TESTS

Hveem Density and Stability.	\$ 170.00 ea.
Percent Asphalt with Gradation.	\$ 220.00 ea.

CONSTRUCTION MATERIALS

LABORATORY TESTS

Concrete Compressive Strength.	\$ 28.00/cyl.
Grout Compressive Strength.	\$ 35.00/cube
Mortar Compressive Strength.	\$ 35.00/cyl.
Steel Tensile Strength.	\$ 80.00/bar

Black & Veatch Corporation
MF/RO Facility and Future
Indirect Potable Water Facility

FIELD AND LABORATORY RATES

(Effective July 1, 2016 through June 30, 2017)

OVERTIME

Overtime will be charged at 1.5 times the regular hourly rate except for Sundays, Holidays, overtime exceeding 4 hours, or work over 12 hours per day which will be charged at 2.0 times the regular hourly rate per hour. Overtime is any time over an eight hour day, and all day Saturday, Sunday and Holidays. Holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Our regular working hours are from 7:00 a.m. to 4:00 p.m. Monday through Friday.

MINIMUM CHARGE

The minimum charge for any field work performed, except Registered Special Inspectors, will be two hours per day. The minimum charge for field work performed during evening shifts, Saturdays, Sundays or holidays will be four hours per day. The minimum charge for special inspection will be four hours per day. Special inspection over four hours will be invoiced at eight hours.

MILEAGE

Travel mileage over 25 miles from our office will be charged at \$0.60 per mile.

COPYING CHARGE

Additional copies of previously issued reports will be invoiced on a time-and-material basis with a minimum charge of \$30.00.

OUTSIDE SERVICES

Work not performed by West Coast Geotechnical Consultants, Inc. will be charged at cost plus 20%.

COURT APPEARANCE DEPOSITION AND PREPARATION

Engineer or Geologist.	\$ 320.00 hr.
Supervisor or Technician.....	\$ 160.00 hr.

WEST COAST
GEOTECHNICAL CONSULTANTS, INC.

Client Initials

City of Escondido
MFRO Facility for Agriculture Re-Design
Fee Estimate
Phase 1 - Conceptual Design

Task	Description	Project Director	Project Manager	Engineering Manager	Technical Advisor / QA/QC	Senior Engineer	Project Engineer	Staff Engineer	CAD / Designer	Admin Staff	B&V Total Hours	Total Fee	B&V Direct Expenses	MAK Design Landscape Architecture	West Coast Geotechnical Consultants Inc.	O'Day Consultants	Terramar Consulting	Subconsultant Markup (5%)	Total
		\$255	\$235	\$200	\$230	\$185	\$150	\$125	\$120	\$85									
1000	CONCEPTUAL DESIGN																		
1001	Conceptual Design Memorandum	2	8	54	16	32	70	46	0	5	233	\$39,470	\$0	\$0	\$0	\$0	\$0	\$0	\$39,470
1002	Conceptual Site Plan Development	2	6	12	10	12	136	56	36	0	270	\$40,560	\$0	\$0	\$0	\$0	\$0	\$0	\$40,560
1003	Architecture Development (2 Renderings)	0	6	0	0	0	58	39	70	0	173	\$23,390	\$420	\$0	\$0	\$0	\$0	\$0	\$23,810
1004	Conceptual Design Workshop	2	6	6	0	4	20	4	8	4	54	\$8,660	\$150	\$0	\$0	\$0	\$0	\$0	\$8,810
1005	Site Survey and Mapping (Oday Consultants)	0	1	0	0	0	8	0	2	1	12	\$1,760	\$0	\$0	\$0	\$9,380	\$0	\$470	\$11,610
1006	Geotechnical Investigation (West Coast Geotechnical Consultants)	0	1	0	40	8	8	0	2	1	60	\$12,440	\$0	\$0	\$53,700	\$0	\$0	\$2,690	\$68,830
1007	Landscape Architecture (MAK Design Landscape Architecture)	0	2	0	0	0	8	0	2	1	13	\$2,000	\$0	\$2,000	\$0	\$0	\$0	\$100	\$4,100
1008	Storm Water Design (Terramar Consulting)	0	1	0	0	0	8	0	2	1	12	\$1,760	\$0	\$0	\$0	\$0	\$1,000	\$50	\$2,810
	Subtotal:	6	31	72	66	56	316	145	122	13	827	\$130,040	\$570	\$2,000	\$53,700	\$9,380	\$1,000	\$3,310	\$200,000



FUTURE CITY COUNCIL AGENDA ITEMS

July 12, 2016

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

July 27, 2016

No Meeting (Summer Break)

August 3, 2016

No Meeting (Summer Break)

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

July 13, 2016

ECONOMIC DEVELOPMENT

The Escondido Soccer Club will host the annual Dave Shelton Youth Soccer Tournament this weekend, July 15th to July 17th. Teams will be arriving from all over Southern California with majority of the teams from San Diego County. There will be 120 teams with a total of 210 games played at Ryan Park. We expect approximately 1,800 families attending Ryan Park over the weekend. There will be boys and girls divisions from U8 to U18. Families will be dining and shopping in the Escondido area.

SPECIAL EVENTS

- **EcoVivarium's Preview Party**

Friday, July 15th at 5 p.m.

136 South Juniper Street between Second Ave. & Grand Ave.

Escondido's new "living museum" soon will be opening in Downtown Escondido, bringing yet another family-friendly attraction to Escondido. EcoVivarium is a 501(c)(3) nonprofit Living Natural History Museum and educational outreach focusing on reptiles, amphibians and arthropods. For more information about Escondido's newest attraction, please visit <http://www.ecovivarium.org>.

- For information about other activities taking place in Escondido, please visit www.visitescondido.com

COMMUNITY DEVELOPMENT

Major Projects Update

Commercial / Office:

1. Escondido Research and Technology Center – East (ERTC) (Developer: James McCann) –
No change from the following update reported last week: This is a 72,000 square foot medical office building proposed on the east side of Citracado Parkway across from Palomar Medical Center located at 2130 Citracado Parkway. A grading permit has been issued by the Engineering Division. Building plans have been submitted for plan check. The applicant has recently requested to install a temporary paved parking lot in this area to serve the hospital. A grading plan for the temporary parking lot was approved June 13, 2016.
2. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) –
This is a 144,000 sq. ft. development involving two medical office buildings proposed on the west side of Citracado Parkway across from Palomar Medical Center located at 2097 – 2175

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

Citracado Parkway. A grading permit has been issued by the Engineering Division. Esgil and the Planning Division have approved the building plans. A fee deferral agreement has been signed and the building permit was issued June 23, 2016. A tentative parcel map (TPM) for office condominiums was approved on July 12, 2016.

3. Centerpointe 78 Commercial (Developer: Lars Andersen, Pacific Development) –: This project is a 45,650 sq. ft. supermarket and restaurant located at 925 N. Broadway. The project was approved by the City Council on December 9, 2015. Demolition of the former auto dealership has been completed down to the foundation. Grading plans have been submitted to Engineering and Planning for review.
4. Westfield Theater (Developer: Kim Brewer, Westfield) – *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.
5. Felicita Development, LLC (Developer: Katherine Park, Creative Design Associates) – *No change from the following update reported last week:* 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.
6. Springhill Suites (Developer: Raj Patel, San Bernardino Hospitality LLC) – This project is a 4-story, 105-suite hotel totaling 73,300 sq. ft. located at 200 La Terraza Drive. The hotel includes a small conference room and an enlarged lobby for serving continental breakfast. A revised set of grading plans have been approved since February and grading for the hotel site is expected to start by mid-August. Building plans have been approved by Esgil; and the applicant is finalizing minor revisions for Planning and improvement plans for Engineering prior to issuance of the building permit.
7. BMW Dealership (Developer: Lyle Hutson) – *No change from the following update reported last week:* 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. The project is under construction.
8. Escondido Auto Park Association (Developer: Tim Brecht, Escondido Auto Park Association) – The association is proposing to upgrade the existing electronic message sign along I-15. An application for a new regional market sign and an amendment to the Sign Ordinance to increase the allowable display area for a regional market sign was submitted to the Planning

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

Division on May 6, 2016. The proposed sign would be located in the same location as the existing sign at a slightly lower height (73.5 feet) with approximately the same overall dimensions. The Planning Commission recommended approval of the new regional market sign and amendment to the Sign Ordinance on July 12, 2016. A City Council hearing has tentatively been scheduled for August 17.

9. Ford-Hyundai Dealership Expansion (Developer: Neil E. Sander, Dynamic Engineering) – *No change from the following update reported last week:* 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 has commenced and the building permit for the Ford dealership has been issued.
10. Trafalgar Square – Aldi Market (Developer: Charlie Mallon) – *No change from the following update reported last week:* This renovation of the Trafalgar Square shopping center includes demolition of the northern shop building and the northern portion of the western building to prepare a site for the construction of an 18,088 square foot, freestanding building for Aldi Market (1330 East Valley Parkway). The plot plan was approved by the Planning Division in June of 2015. Grading and landscape plans have also been approved and grading has commenced on the site. Issuance of the building permit has been withheld pending FEMA approval of a conditional letter of map revision (CLOMR) for the grading design that elevates the building above the flood limits for the adjacent Escondido Creek. FEMA approval was received on May 4, 2016, and all city departments have now authorized issuance of the building permit. A Building permit was issued on June 22, 2016.

Industrial

1. Escondido Disposal Inc. (Developer: Steve South, EDI) – *No change from the following update reported last week:* The CUP modification to expand the existing facility was approved by the Planning Commission on August 25, 2015. The project is under construction and the applicant now is working with Building, Fire and Engineering staff on proposed site and building revisions. Revisions to the grading plan have been approved by Engineering.
2. StorQuest (Developer: The William Warren Group, Inc.) – This proposed project at 220 W. Mission Avenue involves a 102,500 sq. ft. self-storage facility development with 4-stories, 3 in-line shops and a small office. The applicant has been working with staff to facilitate safe access while preserving left turn movements into the one-way driveway proposed for the site. Public review of the proposed Mitigated Negative Declaration started on July 12, 2016, and a Planning Commission hearing tentatively has been scheduled for August 9, 2016.
3. Victory Industrial Development (Developer: Scott Merry, Badiie Development) – This project involves two industrial buildings totaling 91,000 sq. ft. (one building 55,500 sq. ft., second building 35,500 sq. ft.) located at 2005 Harmony Grove Road and a zone change from residential to Planned Industrial consistent with the updated General Plan. The Utilities

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

Department is coordinating a meter exchange agreement with Rincon Del Diablo MWD for the provision of water service to the site. Public review of the proposed Mitigated Negative Declaration ends on July 21, 2016, and a Planning Commission hearing tentatively has been scheduled for August 9, 2016.

4. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) – *No change from the following update reported last week.* The proposed project involves a Conditional Use Permit (CUP) for the development of a new city facility to provide advanced treatment for Title 22 quality recycled water produced at the City of Escondido's Hale Avenue Resource Recovery Facility (HARRF) for agricultural uses. The facility would be sized for a total production capacity of 2.0 million gallons per day (mgd) and consists of two separate buildings (one building 14,440 sq. ft., second building 21,775 sq. ft.) that would contain a variety of equipment, pumps, electrical, control and storage rooms. Underground storage tanks (90,000 gallon feed tank, 163,000 gallon inter-process tank, and a 970,000 gallon product storage tank) are also included. Public environmental review commenced concluded on April 6, 2016. The Planning Commission recommended denial of the proposed Conditional Use Permit on April 26, 2016. The Utilities Department filed an appeal of that decision with the City Clerk. On May 25, 2016, the City Council voted to delay the appeal hearing indefinitely to allow staff additional time to consider alternative site and mitigation opportunities.
5. Wastewater Collections Yard Expansion (Developer: City of Escondido Utilities Department) – *No change from the following update reported last week:* The project involves development of 1.8 acres of a larger, approximately 15.4-acre site for the construction of a new wastewater collections yard and maintenance facility for the City's Hale Avenue Resource Recovery Facility (HARRF) at 1521 S. Hale Avenue. The proposed facilities will consist of three separate pre-fabricated metal buildings 3,735 sq. ft. - 5,670 sq. ft. for collections; work bays and workshops for regular maintenance of vehicles and equipment. The project would require the processing of a Conditional Use Permit (CUP) and rezone. The Planning Commission held a public hearing and recommended approval on May 10, 2016. It was approved by the City Council on June 15, 2016.
6. Escondido Self-Storage Facility (Developer: Anna-Lisa Armanino, Brandywine Homes, Inc.) – A modification to a Master and Precise Development Plan for revisions to the design of a previously approved, but not yet constructed, self-storage facility with direct access to Brotherton Road near the intersection with Cranston Drive. The proposed project was submitted on May 11, 2016, and is currently being reviewed by Planning, Engineering, Fire and Utilities staff. The project proposes approximately 77,500 SF of storage area in two buildings. The larger building is two stories over a basement with all interior loading. The smaller building is one-story with some exterior roll-up doors. The project site is also part of a five-lot Tentative Map for four residential lots and one commercial lot (Tract 900) that is concurrently being processed for an extension of time. Planning staff has approved the environmental technical studies needed for the update of the previous environmental review

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

on July 12. The project architect has recently submitted revised architectural elevations to Planning staff for review.

Institutional

1. John Paul the Great Catholic University (Developer: Kevin Meziere, John Paul the Great Catholic University) – *No change from the following update reported last week:* 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 met with the applicant regarding structural design issues and architectural modifications related to un-reinforced masonry construction.
2. Calvin Christian Middle/High School (Developer: Brent Cooper) – *No change from the following update reported last week:* The project is an expansion involving a 15,500 SF auditorium, multi-use conference center, classrooms, terraces and walkways located at 2000 N. Broadway. The grading plans have been approved and a building permit was issued on April 11, 2016. Construction is underway.
3. Escondido United Reformed Church (Developer: Brent Cooper) – *No change from the following update reported last week:* The project is an expansion for a phased, multi-year, master construction/development plan for a new 12,250 SF two-story sanctuary, conversion of existing buildings to a social hall, demolition of an existing social hall/classroom building (approx. 4,620 SF) and construction of approximately 5,250 SF for a nursery, multi-purpose room, classrooms for Sunday school at 1864 N. Broadway. Revised architectural plans were unanimously approved by the Planning Commission on June 14, 2016.

Residential

1. Oak Creek (Developer: Jason Han, New Urban West) – *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 approved by the City Council in 2015. The LAFCO Board unanimously approved the annexation on October 5, 2015, and the annexation has been recorded. No grading or improvement plans have been submitted by the developer at this time.
2. Amanda Estates (Developer: Jason Han, New Urban West) – *No change from the following update reported last week:* This project is a 22-unit single family development on Amanda Lane approved by the City Council in 2015. The LAFCO Board approved the reorganization (annexation) at their meeting on August 3, 2015, and the annexation has been recorded. No grading or improvement plans have been submitted by the developer at this time.

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

3. Pradera (Developer: Moses Kim, Lennar Homes) – *No change from the following update reported last week:* This project consists of a 70-unit single family development located at the northeastern corner of Ash Street and Lehner Avenue. The developer has obtained building permits for four phases involving 36 homes and those phases are under construction. Homebuyer interest in the product remains high and sales are progressing. The last two final maps for the project (Streets A and B) were approved by the City Council on June 15, 2016.
4. Lexington (Zenner) (Developer: Eric Johnston, KB Homes) - *No change from the following update reported last week:* The project is a 40-unit, single-family development at the northeastern corner of Lehner Avenue and Vista Avenue. The applicant has submitted the final map, improvement plans and grading plans for staff review and approval. Engineering staff is working with the applicant to address storm drain issues. The grading and building permits for the three model homes on the eastern side of Ash Street have been issued and construction is underway.
5. Stella Park Condominiums (Developer: Edward Kaen, ETP, LLC) – *No change from the following update reported last week:* This project is a 65-unit, three-story townhome Planned Development located at 2516 S. Escondido Blvd. The project includes three separate recreation areas for residents. The City Council approved the project on April 27, 2016. No grading or improvement plans have been submitted by the developer at this time.
6. Wohlford (Developer: Jack Henthorne) – *No change from the following update reported last week:* This project is a 55-unit single family development located on Bear Valley Parkway east of Encino Drive. A Specific Alignment Plan for Bear Valley Parkway detailing the proposed roadway design is under review. The EIR consultant and staff have reviewed the applicant's technical reports and provided comments for revisions. Bi-weekly status meetings have commenced as the Draft EIR gets underway.
7. Latitude II (Developer: Peter Zak, Lyon/NCA) – *No change from the following update reported last week:* This project is a 112-unit multi-family development, located at the northeastern corner of Centre City Parkway and Washington Avenue, and approved by the City Council on August 19, 2015. A Final Subdivision Map has been submitted for review. The applicant has submitted a boundary adjustment for a property exchange with the adjacent motel owner. Grading and building plans are nearing approval.
8. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) - *No change from the following update reported last week:* This project is a 179-lot single family residential development on the north side of Vista Avenue east of Conway Drive. The final architectural design and landscaping plans for the Precise Plan application were approved by the Planning Commission on June 14, 2016. A rough grading permit has been issued and grading is underway. Building plans for the construction of eight model homes were submitted on May 18, 2016 and are being reviewed by staff. Precise grading plans for the

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

model complex were submitted on June 24. The applicant is coordinating the plan review for off-site street improvements on Ash Street with the County's Department of Public Works.

9. Safari Highlands (Developer: Jeb Hall, Concordia Homes) – *No change from the following update reported last week:* This project is a 550-unit single family development located east of the Rancho San Pasqual community and north of the San Diego Safari Park. The 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, San Diego Zoo Safari Park representatives, public agencies and surrounding residents. The City Council approved the consultant contract for preparing the EIR on March 23, 2016. The consultant, Michael Baker International (MBI), has now been authorized to start work on the EIR. The contract planner has been meeting with MBI on sections of the first drafts of the EIR Project Description. The developer is working with various City staff on possible changes to the Project Description including changes to the proposed water factory, public park, entry road and fire station. These issues are expected to be resolved by July. Other EIR draft sections will be sent to the City for review in July as well. More information about this project is on line at: <http://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>
10. High Pointe Tract 693-J (Developer: Russell Schaeffer, True Life Communities) – *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.
11. Del Prado (Developer: Kerry Garza, Touchstone Communities) – *No change from the following update reported last week:* This project is a 113-unit townhome-style 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 worked through various site design and utility issues with the applicant prior to scheduling the project for a public hearing. The City Council approved the project on May 11, 2016. No grading or improvement plans have been submitted by the developer at this time.
12. Solutions for Change (Developer: Solutions for Change) – *No change from the following update reported last week:* This project is a Planned Development application for 33 multi-family units of affordable housing. It was approved by the City Council on November 18, 2015. Building plans have been approved and the building permit has been issued. A Groundbreaking event was held June 28, 2016.
13. 701 San Pasqual Valley Rd (Developer: Bob Stewart) – *No change from the following update reported last week:* This project is a 19-unit single family development located at 701

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

San Pasqual Rd/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. Additional information and revised plans were submitted to the Planning Division on June 13, 2016.

14. Veterans Village (Developer: Veterans Village of San Diego) – *No change from the following update reported last week:* This project is a mixed-use development involving a 54-unit affordable multi-family residential apartment project for military veterans and their families. It includes on-site administration office, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility at 1556 S. Escondido Boulevard. Building plans have been submitted for review and comment; the grading plans and landscaping plans have been approved.
15. Escondido Gateway (Developer: Greg Waite, Integral Communities) – This project is a mixed-use development involving 126 residential units within three, 4-5 story buildings with indoor and outdoor recreational areas and an opportunity for a small (1,000 sq. ft.) commercial/flex space on 2.6 acres (48 dwelling units/acre) located at 700 W. Grand Avenue (former Police Station) across the street from the Escondido Transit Center. Plans were submitted for the project involving a Specific Plan Amendment, Tentative Map, Planned Development and Development Agreement. The Draft Mitigated Negative Declaration has been issued and a 20-day public review period ended on July 12, 2016. Final terms and language for the Development Agreement are now being reviewed with the applicant for concurrence prior to scheduling the project for a Planning Commission hearing.
17. City Plaza (Developer: Charlie Zhang, Zion Enterprises) – This long-dormant, partially constructed mixed-use development at the southeastern corner of South Escondido Boulevard and Third Avenue now has new ownership. The new owners have met with city staff and indicated they quickly plan to start constructing the 65-unit apartment project as originally approved. The project consists of a three-story building with 51,200 SF of residential area and 4,100 SF of commercial area and two levels of parking. The building permits will need to be reissued and the applicant is coordinating that process with the Building Official. Structural engineering information was submitted to the Building Division on May 8. The Building Division is ready to reinstate the previous building permit once the developer pays the fees due.

Building Division:

1. For the short Fourth of July holiday week, the Building Division issued only 32 permits for the week with a total valuation of \$30,800. Permits were mostly plumbing, electrical and mechanical and minor type permits.
2. Only 6 photovoltaic permits were issued for the week. The Building Division has issued 681 solar permits this year compared to 577 issued for the same time last year.

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

3. The Building Division staff had an unusually slow week. Inspectors averaged 27 inspections per day. 10 inspections were held over on Friday due to only one inspector available. Customer sign in's at the building counter were also unusually slow averaging only 28 counter sign in's per day and 17 on Friday.
4. The Building Division has issued 47 single family dwelling permits this year with valuations of \$15,079,199 compared to 11 permits issued with valuations of \$2,218,379 for the same time last year.
5. The Building Division has processed 1,963 projects to date compared with 1,700 for the same time last year. Total project valuations for issued permits this year is \$33,252,000 compared with \$20,720,000 same time last year.
6. Plans were submitted for the new 45,000 square foot children's building at Emanuel Faith Church (639 E 17th St).
7. Plans were submitted for the church at 950 E Ohio Ave. The previous church at this address was destroyed by fire in 2014.
8. Permits were issued for a new single family dwelling at 930 W 2nd Ave.
9. Plans were submitted for a new single family dwelling at 2401 Amber Ln.
10. The Solutions for Change affordable housing project at 1560 S Escondido Blvd is requesting underground plumbing and foundation inspection.
11. KB Homes is requesting framing inspection for 2 of the three models at 1972 Ash St.
12. The Pradera single family tract at Lehner and Stanley are progressing with construction of Phase 3 of their project.
13. Classical Academy at 355 E Grand Ave is requesting a rough framing inspection.
14. John Paul the Great tenant improvement at 200 Grand Ave has completed their framing portion of the project.
15. The Meadowbrook 3-story apartment building at 2081 Garden View Glen are framing the second floor walls.
16. The monthly Building Report for June is attached.

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

Code Enforcement:

1. As of July 11, 2016, the total number of open code enforcement cases is 436 cases. During the prior week, 66 new cases were opened, and 56 cases were closed, with a backlog of an additional 32 cases not yet opened for assignment and investigation.
2. There were 136 illegal signs confiscated during the weekend.
3. Last week, the Business License Division issued 19 new licenses and received 32 new applications, in addition to 108 renewals.

CAPITAL IMPROVEMENTS

Grape Day Park Playground:

The remainder of the new playground equipment arrived on site on Wednesday July 13th 2016. Grass and ground cover treatments are being installed this week.

2015/2016 Street Rehabilitation and Maintenance Project:

The preconstruction meeting was held on July 11, with the Notice to Proceed confirmed for July 18. The contract calls for seventy (70) days for construction to be completed. The inspection team is marking limits of removal for asphalt and concrete surface improvements this week. The vacant City lot located at the corner of Bear Valley Parkway /Valley Parkway will be used as the staging yard. This site was chosen due to its central location to many of the streets being treated on this year's project.

Private Development

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

No change from the following update reported last week: Landscape soil amendment has started. Planting is ongoing and is set to be completed by the first week of July. Birch Avenue is still closed at Bear Valley Parkway for East/West travel. The traffic signal for the Boyle Avenue intersection has been installed with activation is set for the first week in July.

2412 South Escondido Boulevard:

The contractor completed the resealing of Escondido Boulevard along the project frontage. Striping of the new lane alignments has been completed. This project is nearing completion with all three building released for occupancy.

Pradera - Lennar Communities:

E Street: Completing model on lot 3

D Street: Phase one has a new property owner moving in

C Street: Phase 3 framing homes, phase 4 pouring house slabs this week

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B Street: Testing of the water mains complete, tie in scheduled for next week. Dry utility conduit being installed

A Street: Sewer main installation complete. The installation of new water main will start later this week.

Lexington Model Homes - KB Homes:

The contractor has started framing on the three models. Offsite roadway has been base paved along Ash Street between Vista Avenue and Lehner Avenue. The north bound travel lane will be reopened next week. Detour signs and electronic message boards are in place to aid the local residences that are affected by the closure.

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

No changes from the following update reported last week: The contractor has completed all surface restoration along the project route. The section of new water main in the City's jurisdiction has been accepted and put into service, the testing of the remaining water main is continuing this week.

Tract 932 - Canyon Grove Shea Homes Community:

The contractor is continuing the mass grading for the pads. Storm drain pipe along with storm drain curb inlets are being constructed on site. The offsite roadway improvements along Ash Street between Vista Avenue and Hubbard Avenue were base paved on Tuesday July 12. The contractor is starting demolition of the public improvements at the Ash Street /Vista Avenue intersection. Partial roadway lane closure will be in place on this section of roadway. The coordination of the developers is being monitored to ensure public safety and access is provided. Partial closures are approved for this work during the summer recess for school which return to fall sessions on August 24th.

San Diego Gas & Electric gas main replacement Ash Street:

Permanent road surface repairs have been completed. The restriping of the roadway markings is set for Wednesday July 13.

PUBLIC SAFETY

Police

Incidents

- On 7/4/2016, Dispatch received a call about a 16 year old with a warrant. The juvenile fled on foot from the responding officers and after a brief foot pursuit, the officers were able to detain the juvenile. While attempting to place the juvenile into a patrol vehicle the subject spit at several officers. The subject was booked into Juvenile Hall for the warrant and spitting on the officers.
- On 7/4/2016, Officer Shaver attempted to stop a vehicle for a vehicle code violation. The driver failed to stop and a vehicle pursuit ensued. The pursuit was terminated due to the suspect's unsafe driving. A short time later, Officer Shaver located the vehicle in

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

the 700 block of Sungold Way. A search was conducted with the assistance of the Sheriff's Department helicopter. The driver and a passenger were taken into custody without incident. The driver was booked into the Vista Detention Facility for evading.

- On 7/4/2016, Officer Guerrero attempted to stop a vehicle for a vehicle code violation. The vehicle failed to stop. The suspect drove south through the City and got onto the I-15 at Via Rancho Pkwy. The suspect drove south on the I-15 and stopped the vehicle at West Bernardo Dr. in San Diego. The three occupants of the vehicle, all juveniles, were taken into custody without incident. The driver and one of the passengers had a warrant issued for their arrest. They were booked into Juvenile Hall. The other passenger was released to his parents.
- On 07/05/2016, Sergeant Witholt attempted to stop a vehicle for a vehicle code violation. The driver failed to yield and led officers on a pursuit westbound on Highway 78. The driver yielded at Woodland Pkwy and was taken into custody without incident. Officers located a rifle inside the vehicle. The driver was booked into the Vista Detention Facility on numerous charges.
- On 7/6/2016, officers responded to a call of two subjects vandalizing a donation collection bin. Officers arrived on scene and surprised the two suspects as they were attempting to pry open the collection bin. The vehicle belonging to the two suspects had been reported stolen out of San Diego. Inside the vehicle officers located personal property belonging to the suspects and a large amount of property that appeared to have been stolen from other donation collection bins. Both subjects were booked in the Vista Detention Facility for possession of a stolen vehicle and theft.
- On 07/09/2016, officers responded to San Marcos at the request of the Sheriff's Department to assist with a large party where a stabbing had occurred. During the incident, Officer Thompson arrested a subject for public intoxication and resisting arrest.

Events

None.

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CITY OF ESCONDIDO MONTHLY ACTIVITY REPORT- JUNE 2016

DESCRIPTION	MTD UNITS	MTD PERMITS	CURRENT YEAR MTD VALUE	PRIOR YEAR MTD VALUE	YTD UNITS	PRIOR YEAR YTD UNITS	YTD PERMITS	PRIOR YEAR YTD PERMITS	CURRENT YEAR YTD VALUE	PRIOR YEAR YTD VALUE
RESIDENTIAL										
Single Family Dwelling	6	6	\$ 1,327,500		47	11	47	11	15,079,199	\$ 2,218,380
Townhouse										
Duplex										
Triplex										
Four Units										
Five or more Units										
Condominiums						76		3		\$ 9,928,286
Mobilehome Parks										
TOTAL RESIDENTIAL	6	6	\$ 1,327,500		47	87	47	14	\$ 15,079,199	\$ 12,146,666
COMMERCIAL										
Amusement & Recreation						1		1		\$ 51,586
Churches/Religious Buildings					1		1		\$ 1,388,658	
Industrial Buildings					2		2		\$ 62,556	
Parking Garages (Public)										
Service Stations & Repair Garages										
Hospitals & Other Institutions										
Office, Bank & Professional Buildings	2	2	5,524,694	\$ 51,300	3	1	3	1	5,545,214	\$ 51,300
Schools										
Stores & Other Mercantile Buildings	1	1	\$ 821,059		2	1	2	1	\$ 1,577,157	\$ 630,778
Hotels, Motels										
TOTAL COMMERCIAL	3	3	\$ 6,345,753	\$ 51,300	8	3	8	3	\$ 8,573,585	\$ 733,664
MISCELLANEOUS										
Residential Alterations & Additions		40	\$ 263,762	\$ 439,650			231	213	\$ 2,115,493	\$ 1,957,121
Commercial Alterations & Additions		21	\$ 1,007,761	\$ 1,511,083			95	101	\$ 5,923,205	\$ 5,312,669
Mobilehome Awnings, etc		5					12	10		
Structures other than Buildings		23	\$ 135,353	\$ 68,116			83	86	\$ 851,732	\$ 786,780
Demolition, Residential							17	5		
Demolition, Other		5					7	19		
Detached Carports, Garages		1	\$ 9,702	\$ 21,600			4	5	\$ 76,622	\$ 68,508
Mobilehome Setups		2					26	16		
TOTAL MISCELLANEOUS		97	\$ 1,416,578	\$ 2,040,509			475	455	\$ 8,967,052	\$ 8,125,078
GRAND TOTALS	9	106	\$ 9,089,831	\$ 2,091,809	55	90	530	472	\$ 32,619,836	\$ 21,005,408