



Council Meeting Agenda

JUNE 25, 2014

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	Olga Diaz
COUNCIL MEMBERS	Ed Gallo John Masson Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
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

June 25, 2014
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, Clay Phillips
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Non-Sworn Police Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit

ADJOURNMENT



Council Meeting Agenda

June 25, 2014
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: City Attorney Association of San Diego County
President's Award for Municipal Attorney of the Year
Escondido Youth Advocacy Coalition

PROCLAMATIONS: Parks and Recreation Month

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: None Scheduled**

4. **CALHOME GRANT APPLICATIONS -**

Request Council approve authorizing the Director of Community Development or her designee to submit grant documents for two CalHome Grant funds in the amount of \$1,000,000 each from the California Department of Housing and Community Development (HCD) and, if awarded, to accept the grant funds and complete necessary documents required by HCD for participation in the CalHome Program in order to fund a housing rehabilitation program for low-income homeowners.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

A) RESOLUTION NO. 2014-88 B) RESOLUTION NO. 2014-89

5. **SENIOR NUTRITION PROGRAM COUNTY OF SAN DIEGO CONTRACT NO. 547766 -**

Request Council approve authorizing the Director of Library and Community Services to enter into an agreement with the County of San Diego to provide the Senior Nutrition Program at the Escondido Senior Center.

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

RESOLUTION NO. 2014-90

6. **FIFTH AMENDMENT TO PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR SENIOR TRANSPORTATION AND SENIOR NUTRITION BUDGET ADJUSTMENT -**

Request Council approve authorizing the Mayor and City Clerk to execute a Fifth Amendment to the Public Service Agreement with Redwood Senior Homes and Services (RSHS) to provide transportation for the Senior Nutrition Program from July 1, 2014 through June 30, 2015 not to exceed \$144,900; and approve a budget transfer in the amount of \$11,765 from the Joslyn Trust Fund to Senior Nutrition Department 107 to fund senior transportation.

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

RESOLUTION NO. 2014-91

7. **FIFTH AMENDMENT TO PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR MEAL SERVICE -**

Request Council approve authorizing the Mayor and City Clerk to execute a Fifth Amendment to the Public Service Agreement with Redwood Senior Homes and Services (RSHS) Town Court, to provide meals for the Nutrition Program offered at the Joslyn Senior Center for an additional year (July 1, 2014 through June 30, 2015) in the amount not to exceed \$97,520.

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

RESOLUTION NO. 2014-92

8. **AWARD SOLE-SOURCE PURCHASE AND INSTALLATION OF ORPAK SITEOMAT FUEL MANAGEMENT SYSTEM -**

Request Council approve the Sole-Source purchase and installation of the Orpak USA Inc. (Orpak) SiteOmat fuel management system to upgrade the existing Orpak RNI-2000 fuel management system at the Public Works Yard and all Fire Stations in the amount of \$168,307.20, which includes parts, labor and use tax pursuant to Escondido Municipal Code section 10-103 (b).

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

RESOLUTION NO. 2014-84

9. AWARD PURCHASE OF FUEL -

Request Council approve the purchase of fuel for the City of Escondido's fleet through a cooperative purchase agreement with the City of San Diego, pursuant to Escondido Municipal Code section 10-90. This fuel will be purchased from the SoCo Group Inc.

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

RESOLUTION NO. 2014-82

10. 2014-2017 POLICE TOW SERVICE CONTRACTS -

Request Council approve authorizing the Mayor and City Clerk to execute Police Tow Service contracts with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; El Norte Towing, HMR, Inc.; NK Towing and Roadside Service; and Roadway Auto Towing to provide police tow services.

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

RESOLUTION NO. 2014-79

11. BEAR VALLEY PARKWAY WATERLINE RELOCATION PROJECT -

Request Council approve a budget adjustment in the amount of \$530,000 from the Un-allocated Water Reserves to the Bear Valley Parkway Waterline Relocation Project (CIP 704405).

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

12. AWARD REQUEST FOR PROPOSAL FOR VEHICLE OUTFITTING SERVICES FOR FLEET SERVICES DEPARTMENT -

Request Council approve the award of Request for Proposal to American Emergency Products (AEP) from Santee, California in the amount of \$588,216.84 which includes equipment, sales tax and labor.

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

RESOLUTION NO. 2014-80

13. SET SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS) -

Request Council approve setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) (the "District") for Fiscal Year 2014/15.

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

RESOLUTION NO. 2014-74

14. SET SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH) -

Request Council approve setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2014/15.

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

RESOLUTION NO. 2014-75

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.)

15. [TENTATIVE MAP WITH GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT \(SUB 13-0003\) -](#)

Approved on June 18, 2014 with a vote of 5/0

ORDINANCE NO. 2014-12 (Second Reading and Adoption)

16. [TENTATIVE MAP WITH GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT \(SUB 13-0010\) -](#)

Approved on June 18, 2014 with a vote of 5/0

ORDINANCE NO. 2014-13 (Second Reading and Adoption)

PUBLIC HEARINGS

17. [SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH -](#)

Request Council approve the short-form rent increase application submitted by Carefree Ranch granting a rent increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.281% (an average of \$6.16 per space) for the period of December 31, 2012 to December 31, 2013.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

RRB RESOLUTION NO. 2014-06

18. [ZONE CHANGE AND TENTATIVE SUBDIVISION MAP CASE NO. PHG 13-0003 & SUB 13-0001 -](#)

Request Council approve the Zone Change from RE-30 to RE-20; and approve certifying the Mitigated Negative Declaration prepared for the project; and approve the Tentative Subdivision Map.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

A) RESOLUTION NO. 2014-95 B) ORDINANCE NO. 2014-14 (Introduction and First Reading)

CURRENT BUSINESS

19. [APPOINTMENTS TO BUILDING ADVISORY & APPEALS BOARD AND HISTORIC PRESERVATION COMMISSION -](#)

Request Council ratify the Mayor's appointments to fill an unscheduled vacancy on the Building Advisory & Appeals Board, term to expire March 31, 2016; and an unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2018.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

20. [GENERAL MUNICIPAL ELECTION - NOVEMBER 4, 2014 -](#)

Request Council approve calling and holding a General Municipal Election on November 4, 2014 for the purpose of electing one (1) Mayor, elected at-large for a four-year term; one (1) member of the City Council to represent District One for a four-year term and one (1) member of City Council to represent District Two for a four-year term; and for submitting to the voters one question: 1) whether or not to adopt the proposed City Charter, and; authorize impartial analysis, arguments and

rebuttals; and request the San Diego County Registrar of Voters to consolidate Escondido's election with the Statewide General Election.

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

A) RESOLUTION NO. 2014-61 B) RESOLUTION NO. 2014-62 C) RESOLUTION NO. 2014-63

21. **INITIATIVE MEASURE TO ADOPT THE LAKES SPECIFIC PLAN AND BUDGET ADJUSTMENT**
Request Council accept the Certificate of Sufficiency; authorizing a budget adjustment in the amount of \$18,000 from the General Fund Reserves to the non-departmental Election Fund; and, pursuant to Section 9215 of the California Elections Code, take one of the following actions: 1. Submit the proposed initiative to the voters at the next General Municipal Election (November 4, 2014); 2. Order a report, pursuant to Elections Code Section 9212, from any city department, agency or agencies on the impact of the proposed initiative on each of those categories set forth in Section 9212. The report shall be presented to the legislative body no later than 30 days after the Election Official certifies to the legislative body the sufficiency of the petition (Section 9212).

Staff Recommendation: **Accept Certificate of Sufficiency and take one of the proposed actions (City Clerk's Office: Diane Halverson)**

RESOLUTION NO. 2014-97

FUTURE AGENDA

22. **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

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
July 2	-	-	No Meeting	-
July 9	-	-	No Meeting	-
July 16	-	-	No Meeting	-
July 23	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 839-4641. 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 COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Barbara Redlitz, Director of Community Development
SUBJECT: CalHome Grant Applications

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-88 (Owner-Occupied Rehabilitation Program) and Resolution No. 2014-89 (Manufactured Housing Owner-Occupied Rehabilitation Program), authorizing the Director of Community Development or her designee to submit grant documents for two CalHome Grant funds in the amount of \$1,000,000 each from the California Department of Housing and Community Development (HCD) and, if awarded, to accept the grant funds and complete necessary documents required by HCD for participation in the CalHome Program in order to fund a housing rehabilitation program for low-income homeowners.

FISCAL ANALYSIS:

There will be no impact to General Fund. Grant funds will cover the loan costs of the Residential Rehabilitation Loan Program for approximately three years. The source of funds for administrative costs of the program, including an additional 90% time staff person, will be paid from an allowable administrative fee and Housing Funds from repayments of set-aside loans to the City of Escondido as the Successor Housing Agency of the Community Development Commission of the City of Escondido. These funds are reserved for the development of affordable housing.

BACKGROUND:

HCD administers the CalHome Program in order to "...increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes." On April 29, 2014, HCD released a Notice of Funding Availability (NOFA) for approximately \$49 million from Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, to fund local public agencies or nonprofit corporations to fund programs for Mortgage Assistance for Low or Very Low Income First-Time Homebuyers and/or Owner-Occupied Rehabilitation for Low or Very Low Income Homeowners. HCD awards CalHome grants to eligible organizations for activities that support homeownership programs aimed at low and very low income households. This NOFA includes an over-the-counter set aside for \$10 million that will be

exclusively for manufactured homes that require rehabilitation or allow first time home buyers to purchase.

Since 1989, through the Residential Rehabilitation Loan Program, the City of Escondido has assisted homeowners with technical assistance and loan funds to make necessary repairs to their homes. This program was funded through Redevelopment Agency Low- and Moderate-Income Set-Aside Housing Funds. With the elimination of the Redevelopment Agency in 2011, funds for this program were eliminated. Staff will apply for CalHome funds in order to re-fund the program and assist low-income homeowners (of both single family homes and mobilehomes) with loans to do necessary health and safety repairs on their homes.

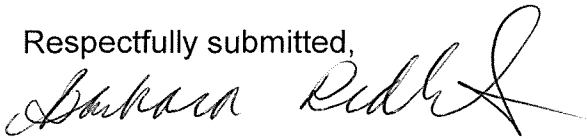
HCD offers funding through a Mortgage Assistance and/or Owner-Occupied Rehabilitation program. In order for the City to be eligible to receive funding to offer residential rehabilitation loans, the resident's annual household income must be at or below 80% of area median income (currently \$66,100 for a family of four) including all residents over the age of 18. Homes must be in the City of Escondido and must be owner-occupied. Appraisals on single family home shall consider the estimated value of the rehabilitation work to be completed on the property and shall include the pre-rehabilitated value and the after-rehabilitated value. Eligible households may qualify for loans of up to \$50,000 for single family homes or \$30,000 for mobile homes. No loan will be made if there is an outstanding debt owed to the City or an outstanding legal action pending between the applicant and the City. Loans to rehabilitate single family homes will bear 3% simple interest; loans to rehabilitate mobilehomes will bear 0% interest. There are no monthly payments. Repayment of the CalHome loans will be due on the 30 year anniversary of the loan, or when the home is sold, transferred, refinanced or becomes non-owner-occupied.

HCD also has set-aside funding for a Manufactured Housing program. The City will offer Residential Rehabilitation Loans out of the set aside to residents who have an annual household income at or below 50% of area median income (currently \$41,300 for a family of four) including all residents over the age of 18. Mobile homes must be within City limits and must be owner-occupied. Eligible households may qualify for forgivable loans of up to \$60,000; if the value of the home after rehabilitation is less than the loan, the City may choose to offer a \$60,000 forgivable loan towards the purchase of a new manufactured home. No loan will be made if there is an outstanding debt owed to the City or an outstanding legal action pending between the applicant and the City. Loans will be forgiven (granted) over time. There are no monthly payments. Repayment of the CalHome loans will be due on the 30 year anniversary of the loan, or when the home is sold, transferred, refinanced or becomes non-owner-occupied.

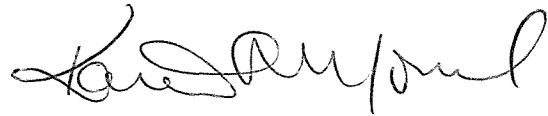
Housing Division staff will do an inspection of the home to determine the scope of work. Work is prioritized into four categories: health and safety issues, including any structural or major system defect that could affect the health and safety of the occupants; notice of code violations, issued by the City of Escondido and/or lead based paint and related hazard reductions in accordance with federal regulations; incipient violations, systems that are expected to wear out or fail within

five years; or general property improvements, improvements that preserve the appearance and value of the structure. Exterior painting is encouraged with any larger project. Technical assistance offered by the Housing Division includes: assistance of rehabilitation needs, detailed work write-ups, help in obtaining contractor bids, preparation of loan documents and contracts, and monitoring work progress. Construction contracts will be between homeowner and licensed contractor.

Respectfully submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst

RESOLUTION NO. 2014-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, the City of Escondido, a municipal corporation, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of Escondido wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000.

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. The City of Escondido shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on April 29, 2014, which will request a funding allocation for the following activities:

Owner-Occupied Rehabilitation program (\$1,000,000) located in the City of Escondido.

3. If the application for funding is approved, the City of Escondido hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

4. The City of Escondido authorizes the Director of Community Development or her designee to execute in the name of the City of Escondido, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

RESOLUTION NO. 2014-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, the City of Escondido, a municipal corporation, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of Escondido wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000.

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. The City of Escondido shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on April 29, 2014, which will request a funding allocation for the following activities:

Manufactured Housing Owner-Occupied Rehabilitation program (\$1,000,000) located in the City of Escondido.

3. If the application for funding is approved, the City of Escondido hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

4. The City of Escondido authorizes the Director of Community Development or her designee to execute in the name of the City of Escondido, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Orcl No. _____

Agenda Item No.: 5
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Amy Shipley, Assistant Director of Community Service
Karen Williams, Older Adult Services Manager

SUBJECT: Senior Nutrition Program County of San Diego Contract No. 547766

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-90 authorizing the Director of Library and Community Services to enter into an agreement with the County of San Diego to provide the Senior Nutrition Program at the Escondido Senior Center.

FISCAL ANALYSIS:

The Senior Nutrition Program is funded through the general fund. However, a pay for performance grant through the County of San Diego Health and Human Services Agency will help to offset cost up to \$192,720 per fiscal year. The term of this agreement is July 1, 2014, through June 30, 2015, with the option of part of the County to extend this agreement for an additional three (3) years beyond the initial term.

BACKGROUND:

The Escondido Senior Center's primary goal is support seniors so they can live independently with confidence and vitality. To accomplish this, the Center offers many programs and activities that keep seniors engaged and healthy through social connections, physically activity, lifelong learning, and sound nutrition.

The Senior Nutrition Program has offered nutritionally balanced meals in a congregate setting to increase health and help reduce isolation of seniors 60+ for over 39 years. The City of Escondido has received Senior Nutrition Program grants from the County of San Diego to help offset program costs for the past 26 years.

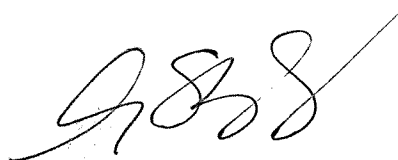
The Senior Nutrition Program is comprised of two components, transportation and meal service. The transportation component provides seniors rides from their homes in Escondido to the Senior Center and home again. The transportation component increases access to the meal service component for seniors that otherwise be isolated in their homes. The County grant reimburses the City for both components. Reimbursements are received for transportation based on each one-way ride and for meal service based on each meal served to seniors 60 and older.

Staff, the Senior Nutrition Council, and Escondido seniors are pleased with the Nutrition Program at the Senior Center. Therefore, staff recommends approval of the agreement with the County of San Diego Health and Human Services Agency in order to continue this valuable service for the senior community of Escondido.

Respectfully submitted,

Handwritten signature of Karen Williams in cursive, with the initials 'KT' written below the name.

KAREN WILLIAMS
Older Adult Services Manager

Handwritten signature of Amy Shipley in cursive.

AMY SHIPLEY
Assistant Director of Community Services

RESOLUTION NO. 2014-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A GRANT IN THE AMOUNT OF \$192,720 PER YEAR FOR UP TO FOUR YEARS FROM THE COUNTY OF SAN DIEGO TO PROVIDE SENIOR NUTRITION SERVICES AND EXECUTE THE COUNTY CONTRACT NUMBER 547766 AGREEMENT WITH CITY OF ESCONDIDO

WHEREAS, the City of Escondido understands that there is a need to provide Escondido seniors with nutritious meals in a congregate setting to improve health and limit isolation; and

WHEREAS, the City of Escondido desires to make available the Senior Nutrition Program at the Escondido Senior Center Park Avenue Café; and

WHEREAS, the Senior Nutrition Program will be funded in part from funds made available through a grant provided by the County of San Diego, ("County"); and

WHEREAS at the County's option, they may extend this agreement for three (3) increments of one year each for a total of three (3) years beyond the expiration of the Initial Term; and

WHEREAS, the Director of Library and Community Services recommends approval of the County Contract Number 547766 Agreement ("Agreement"); and

WHEREAS, this City Council desires at this time, and deems it to be in the best public interest, to approve this Agreement to provide nutritionally balanced lunches effective July 1, 2014, through June 30, 2015; with up to three (3) additional years, not to exceed June 30, 2018.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation from the Director of Library and Community Services.
3. That the Director of Library and Community Services is authorized to execute, on behalf of the City, an Agreement to provide a Senior Nutrition Program at the Escondido Senior Center. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.
4. That the City Council authorizes the Director or Library and Community Services to receive a \$192,720 grant from the County and execute, on its behalf, grant contract documents, including any extensions or amendments thereof.

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AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor City of Escondido, located at 201 N. Broadway, Escondido, CA, 92025 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. 08, June 18, 2013 authorized the Director of Purchasing and Contracting, to award a Contract for Senior Nutrition.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to

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Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

- 3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all

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requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 (Reserved)

3.3.4 Return, Transfer and Removal of Assets

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Contracts

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Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Provisional Rate, or Fixed Price Contracts with Cost Reimbursement Elements (Rev. 7/31/08)

4.1.1 General Principles. If cost reimbursement elements or provisional rates are included in this Agreement, Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including A-122, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in Exhibit C or elsewhere to be furnished by County. Contractor shall submit annually to County a cost allocation plan in accordance with OMB guidelines.

If the pricing schedule and budget are segregated, the Payment Schedule is in Exhibit C-1 and the budget for cost reimbursement elements is in Exhibit C-2. Invoices are subject to the requirements of Paragraph 4.2 below.

4.1.2 Agreement Budget for Cost Reimbursement Elements. In no event shall the Agreement budget total be increased or decreased prior to County approved Agreement amendment. Some budget line item adjustments require County review and approval. Adjustments requiring County review and approval are listed in Exhibit C-2 "Contractor's Budget."

4.1.3 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.

4.1.4 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.1.5 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.2 Invoices and Payment

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- 4.2.1 Invoices. County agrees to pay Contractor in arrears only after receipt and approval of properly completed monthly invoices by the Contracting Officer's Representative ("COR") for the work performed in the prior month. Invoices shall be detailed and itemized referencing the Agreement number pursuant to Exhibit C, documenting the total invoiced amount by Contractor. Contractor's monthly invoices shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement
- 4.2.2 Provisional Rates / Cost Reimbursement Elements. For provisional rates, or cost reimbursement elements, Contractor shall maintain records of its actual costs, as required herein, for those services paid under a provisional rate or as cost reimbursement. Contractor's last payment each fiscal year shall be withheld until after County and Contractor reconcile Contractor's actual costs with the amount paid from the provisional rates, if any. If County has paid Contractor more than their actual costs, Contractor shall refund County the excess amount paid in accordance with Paragraph 4.2.3. If Contractor's actual costs are more than the amount paid by County, County will pay Contractor the difference, up to, but not to exceed the annual contract amount identified in the Signature Page, in accordance with Paragraph 4.2.3 County's obligation to pay is also subject to the other requirements of this Agreement.
- 4.2.3 Payments. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13 for provisional rates or cost reimbursement elements. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- For Provisional Rates, County will reimburse the good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13.
- 4.2.3.1 This monthly invoice shall reflect a good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. This good faith estimate shall be based on the budgeted net unit cost for each service category, hereafter known as provisional rates, multiplied by the units provided.
- 4.2.3.2 Reconciliation of Good Faith Estimates to Actual Allowable Expenses. Contractor shall submit a cost report to complete a reconciliation of the actual allowable, allocable and reasonable expenses incurred associated with the work performed under this agreement twice annually at a minimum; the COR may require them more frequently. Cost reports submitted by Contractor shall include the actual allowable cumulative year to date expenses by service category for the period. Upon receipt of each cost report, County will reconcile year to date payments with year to date actual allowable, allocable and reasonable expenses and adjust the next monthly invoice for under payments or overpayments in excess of \$100. Cost reports shall also include total amounts over paid by the County to Contractor or under paid by the County to the Contractor for each month of service. At the end of each fiscal year, Contractor shall complete an annual reconciliation of the actual allowable expenses incurred associated with the work performed under this agreement for that fiscal year. Overpayments and underpayments will be adjusted during the fiscal year and at the end of the fiscal year as instructed by the COR.
- 4.2.3.3 Final Fiscal Year End Settlements. Contractor shall submit the final cost report reflecting the actual costs for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each program. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. Upon receipt of the fiscal year end cost report, County will reconcile year to date payments with fiscal year end actual allowable, allocable and reasonable expenses. County will reimburse Contractor for underpayments and will recoup overpayments from Contractor. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement.
- 4.2.3.4 Final Agreement Settlement Date. Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60 calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.
- 4.2.4 Full Compensation. Pending any adjustments by the COR and except as otherwise provided for in the cost reports submitted by Contractor to County if Provisional Rates are utilized, each invoice approved and paid shall constitute full and complete compensation to Contractor for all work completed during the billing period pursuant to Exhibit

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A and Exhibit C. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to payment and, if Provisional Rates or Reimbursable elements are included in this Agreement, reimbursement for allowable, allocable and reasonable costs, associated with services pursuant to Exhibit A.

4.2.5 Prompt Payment for Vendors and Subcontractors

4.2.5.1 Prompt payment for vendors and subcontractors.

4.2.5.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.2.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.2.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.2.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.2.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.2.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.2.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.2.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.2.5.2.1 of this Agreement and shall follow Paragraph 4.2.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.2.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.

4.2.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which

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County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.2.7 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.7.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.2.7.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.2.7.3 Default. Contractor was in default under any terms and conditions of this Agreement.
 - 4.2.7.4 Fees for Service. Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval, unless authorized elsewhere in this Agreement.
- 4.2.8 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.9 Interpretation of Claim Provisions. As used in this Article 4, the term "claim" refers to a claim filed pursuant to San Diego County Code of Administrative Ordinances Article V-A, "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims against the County."
- 4.2.10 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.
- 4.2.11 Disallowance. In the event Contractor receives payment from County for a service, reimbursement for which is later disallowed by County or the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.
- 4.2.12 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.13 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.13.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
 - 4.2.13.2 With COR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.14 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.15 Contractor shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.16 Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.

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ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7

SUSPENSION, DELAY AND TERMINATION

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the

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County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Improperly submitted claims, or
- 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.3 Any breach of any term or condition of the Agreement, or
- 7.5.4.4 Any actions under any warranty, express or implied, or
- 7.5.4.5 Any claim of professional negligence, or
- 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

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ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San

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Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions

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Code arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
 - 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
 - 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcountry.ca.gov/cao/oia.html>
 - 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
 - 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at www.cosdcompliance.org

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ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

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- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

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- 11.2 External Audits. Health and Human Services (HHS) Contractors shall be advised and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov. All other contractors will provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
 - 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractor's response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

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- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

- 13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.
- 13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet

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specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

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- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COR within one work day of their occurrence.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client.

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16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).

16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.

16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.3 "Maintenance of Records."

16.21.4 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractor shall ask any client if the client or any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

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COUNTY CONTRACT NUMBER 547766
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this 1st day of July, 2014 ("Effective Date") and end on June 30, 2015 ("Initial Term") for a total Agreement period of one (1) year.

OPTION TO EXTEND. The County's option to extend is for three (3) increments of one (1) year each for a total of three (3) years beyond the expiration of the Initial Term, not to exceed June 30, 2018, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum of one hundred ninety two thousand seven hundred twenty (192,720) for the initial term of this Agreement, and one hundred ninety two thousand seven hundred twenty (\$192,720) for each of the three (3) one year option periods, for a maximum Agreement amount of seven hundred seventy thousand eight hundred eighty dollars (\$770,880), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Albert Venditti, Contract Administrator
Aging & Independence Services
5560 Overland Ave., Suite 310
San Diego, CA 92123

Phone: (858) 505-6958; FAX: (858) 694-2316; email: albert.venditti@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Amy Shipley, Assistant Director of Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025

Phone: (760) 839-6269; FAX: (760) 839-6269; email: ashiple@escondido.org

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

CITY OF ESCONDIDO

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
AMY SHIPLEY; Asst. Dir. of Community Services

Date: _____

Date: _____

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT A – PERFORMANCE WORK STATEMENT

1. Scope of Work/Purpose

Contractor shall provide nutritionally sound meals and support services to individuals sixty (60) years old and older living throughout San Diego County. The meals shall be provided in two (2) settings: congregate (group setting) at Senior Dining Centers, and home delivery to frail seniors. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution. Priority shall be given to serving persons with the greatest economic or social needs, in particular low-income minority individuals.

2. Background Information

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by state and county governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). Aging & Independence Services (AIS), as an Area Agency on Aging, oversees this program for the County of San Diego. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation and supportive services. Various contractors provide lunch for seniors at several sites throughout the county, and many contractors also provide home-delivered meals. Breakfast is also provided at some sites.

Live Well San Diego was developed by the County of San Diego as a comprehensive, innovative strategy on wellness. This long-term plan combines the efforts of partners inside and outside county government to help all residents be healthy, safe and thriving. All HHS contractors, to the extent feasible, are expected to advance this initiative, which is being implemented in a phased approach. The first phase, *Building Better Health*, was adopted by the Board of Supervisors on July 13, 2010. Building Better Health focuses on improving the health of residents and supporting healthy choices. The second phase, *Living Safely*, was adopted October 9, 2012. The goal of Living Safely is to ensure residents are protected, neighborhoods are safe, and communities are resilient. The third phase, *Thriving*, will be implemented in 2014 with a goal to promote communities in which residents can enjoy the highest quality of life. Section 10 of this Performance Work Statement contains specific initiatives related to the contract.

Information about the Live well San Diego initiative can be found at:

http://www.sdcounty.ca.gov/hhsa/program/sd/live_well_san_diego/index.html

3. Goal

3.1 Contractor shall provide the services described herein to accomplish the following goals:

- 3.1.1 Assist individuals sixty (60) years and older to live independently because of better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated congregate meals, home-delivered meals, and referrals to appropriate supportive services.

4. Deliverables

4.1 Congregate Meals. Contractor shall provide the maximum number of meals annually, pursuant to Exhibit C, to seniors in a congregate setting a minimum of five (5) days per week. A lesser frequency must be approved in advance by the County. The number of meals shall be based upon historical actuals and shall not exceed the annual amount without prior County approval.

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FOR SENIOR NUTRITION PROGRAM
EXHIBIT A – PERFORMANCE WORK STATEMENT

- 4.1.1 Contractor shall complete an assessment to determine the eligibility of participants. All assessments shall be made available to the Contracting Officer's Representative (COR) upon request.
- 4.1.2 Contractor shall complete a reassessment of the participant's need on an annual basis prior to or on the date of the original assessment.
- 4.1.3 Contractor shall have a paid staff member or a trained volunteer responsible for the day-to-day activities at each site, and be physically on site during the time nutrition program activities are taking place.
- 4.1.4 Contractor shall ensure that each site has equipment, including tables and chairs, which are sturdy and appropriate for older individuals.
- 4.1.5 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference. http://www.iom.edu/Activities/Nutrition/SummaryDRIs/~media/Files/Activity%20Files/Nutrition/DRIs/5_Summary%20Table%20Tables%201-4.pdf
- 4.1.6 Meals shall comply with the Dietary Guidelines for Americans (2010, 7th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services. <http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>
- 4.1.7 Meals shall be planned in accordance with Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/ and CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition Services Menu Guidance for Compliance with Dietary Guidelines for Americans, 2010. <https://www.aging.ca.gov/PM/#2012>
- 4.1.8 If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRI must be provided.
- 4.2 Transportation. Contractor shall provide units of transportation annually, pursuant to Exhibit C, to eligible program participants. Contractor shall count each trip to and from Senior Dining Centers as a one-way trip.
- 4.2.1 Contractor's staff and/or volunteers providing transportation services shall possess a current and valid driving license issued by the State of California, and Contractor shall maintain a copy(ies) of said licenses on site for review by COR. Drivers shall maintain the appropriate type of California license for the size vehicle used to transport passengers.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education units per contract year to participants in each of Contractor's congregate sites and home delivered meal programs.
- 4.3.1 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11. Nutrition Education Services for Participants.

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EXHIBIT A – PERFORMANCE WORK STATEMENT

- 4.3.2 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.3 The County Contractor for Registered Dietitian services shall provide input, review and approve the content of nutrition education prior to presentation.
- 4.3.4 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored and kept on file.

5. Target Population and Geographic Service Area

Contractor shall provide services to individuals sixty (60) years old and older living throughout the County of San Diego. Priority shall be given to serving persons with the greatest economic or social needs, in particular low-income minority individuals.

5.3 Congregate dining site location, days of service, hours of service and type(s) of meal served (breakfast and/or lunch):

Dining Site: Escondido Senior Nutrition Center, 210 Park Ave, Escondido, CA 92025. Lunch, M-F, 11:15-12:30

6. Payment for Services

6.3 Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the fifteenth (15th) of the following month.

6.3.1 Claims and data not submitted by the fifteenth (15th) of the month will not be processed for payment until all required information is submitted.

6.3 Funding Components; Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:

6.3.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:

6.2.1.1 State of California C-1 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor's congregate meals costs. Payments are monthly compensation payments to Contractor for the provision of congregate meals according to Exhibit A, Performance Work Statement.

6.2.1.2 State of California C-2 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor's home-delivered meal costs. Payments are monthly compensation payments to Contractor for the provision of home-delivered meals according to Exhibit A, Performance Work Statement.

6.2.1.3 State of California B Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor's transportation costs. Payments are monthly compensation payments to Contractor for the provision of transportation (one-way trips) services according to Exhibit A, Performance Work Statement.

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EXHIBIT A – PERFORMANCE WORK STATEMENT

- 6.3.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on Contractor’s ongoing high achievement based on the number of meals (C-1 and C-2) served during the prior contract year. This amount will be determined annually by the County, based on funds received from the State and Contractor’s prior year’s performance (i.e., meals served). NSIP funds shall be used to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.
- 6.3.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for designated goods or services related to Title C-1, C-2 or B Programs, which are directly related to the Senior Nutrition Program, based on special cost reimbursement requests from Contractor. OTO awards are based on funds received from the State of California, and must be approved in advance by the County. Contractor shall procure the goods or services by utilizing competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.
- 6.3.4 Contractor’s program income, which is participant donations/contributions and guest fees.
- 6.3.5 Contractor’s other revenue, such as fundraising.

Said compensation is not designed to fully fund the Senior Nutrition Program. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA).

The County shall have the authority to increase or reduce the contract compensation, via the issuance of a Unilateral Amendment, signed by the County’s Director of Purchasing and Contracting, as required to execute 6.2.2 and 6.2.3 above.

7. General Requirements for Service Delivery

- 7.3 Contractor’s services shall be based upon the California Code of Regulations, Title 22, The California Retail Food Code (CRFC) http://www.sdcounty.ca.gov/deh/food/pdf/publications_calcode.pdf, and comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements <https://www.dir.ca.gov/dosh/> regarding staff and participant safety.
 - 7.3.1 Contractor shall possess a valid health permit from the County of San Diego Department of Environmental Health <http://www.sdcounty.ca.gov/deh/> for all food preparation sites. A copy of a valid health permit for a subcontracted Caterer must be kept on file onsite.
 - 7.3.2 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT A – PERFORMANCE WORK STATEMENT

- 7.3 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The budget level will be revised to be commensurate with the lower level of service(s).
- 7.3 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to Aging & Independence Services as a funding source. Copies of publicity materials related to programs identified in this contract shall be filed with Aging & Independence Services Contract Operations.
- 7.3 Match. Contractor is required to provide a minimum of a fifteen percent (15%) match for program costs in cash or in-kind income.
- 7.3 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, and Aging & Independence Services through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.
- 8. Specific Requirements for Service Delivery**
- 8.3 Food Service. Contractor shall provide a hot or other appropriate meal that meets minimum nutrition requirements, served a minimum of five (5) or more days a week in a congregate setting. Meals to participants who are homebound must be made available every day of the year, although frozen meals for the weekend or holidays may be delivered during the week (see above for Title 22 link). Meals shall be prepared, served and delivered in a manner which complies with local public health laws and regulations.
- 8.3 Support Services. Contractor shall conduct outreach activities to ensure participation of eligible older persons, particularly those in greatest economic or social need. Contractor must develop or maintain coordination with other social services agencies and plan for and provide nutrition education services.
- 8.3 Advisory Role of Participants. Contractor shall have procedures for obtaining the views of participants regarding the services they receive. This may be implemented through the establishment of a Program Council or other advisory body of participants.
- 8.3 Staffing/Administration. Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.
- 8.3.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications. https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/
- 8.3 Meal Contributions by Eligible Participants. Eligible persons receiving nutrition services shall be given the opportunity to contribute to the costs of the service provided and shall determine for

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
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EXHIBIT A – PERFORMANCE WORK STATEMENT

themselves what they are able to contribute. Contractor shall not deny services to any person because of failure to contribute. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. The minimum suggested donation shall be developed with input from the Program Council or other advisory body of participants.

8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.

8.3.2 Contributions are considered program income and shall be used to increase the number of meals served.

8.3 Meal Charges for Staff and Guests under Sixty (60) Years of Age. Contractor may serve meals to staff and guests under sixty (60) years of age if doing so will not deprive an eligible participant of a meal. These individuals shall pay at least the full cost of the meal.

8.3.1 Charges for meals are considered program income and shall be used to increase the number of meals served.

8.3 Records, Reports and Distribution Information. Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations, will meet requirements with respect to confidentiality, and fulfill the information required by this contract.

8.3.1 Contractor shall ensure that all employee who have access to confidential, sensitive, and or personal information of participants of this program complete annual Security Awareness Training via the CDA website. <http://www.aging.ca.gov/ProgramsProviders> Contractor is responsible for maintaining reification of completion of training on-site and will make verification available to COR upon request.

8.3 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. These holidays must be submitted in advance to the COR at the beginning of each fiscal year. Exceptions will be handled on a case-by-case basis.

8.3.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

8.3 Data Collection and Reporting

8.3.1 Contractor shall utilize the AIS-identified Automated Data Collection System to:

8.9.1.1 Register and maintain all client demographic and assessment data for all active clients within each fiscal year.

8.9.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) within each fiscal year.

8.3.2 Contractor shall maintain and report accurate, daily meal counts, nutrition education and transportation units in the County-identified Automated Data Collection System.

8.3.3 Contractor shall submit monthly summary reports of the information listed above in 8.7 and claims to AIS Contract Operations by the fifteenth (15th) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs 8.9.1.1 and 8.9.1.2 above.

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
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FOR SENIOR NUTRITION PROGRAM
EXHIBIT A – PERFORMANCE WORK STATEMENT

8.3.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by AIS.

8.3 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey which is to be pre-approved by the County.

8.3.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15th) of the month following the completion of the survey cycle.

8.3.2 Contractor shall achieve an overall “very satisfied” or “somewhat satisfied” rating from a minimum of ninety percent (90%) of clients with each Customer Satisfaction Survey. Contractor shall incrementally improve service each year to achieve this rating.

8.3.3 Contractor shall make all survey results available to COR upon request.

9. Disaster Preparedness

9.3 As a provider of critical services to seniors and persons with a disability during a disaster, Contractor shall:

9.3.1 Establish and maintain a disaster plan to ensure preparedness and the ability to continue to deliver services during and post-disaster.

9.3.2 Provide the County with the following:

9.1.2.1 Primary and secondary emergency contact phone numbers.

9.1.2.2 Status updates, upon request, during and post-disaster, including the following at a minimum:

9.1.2.2.1 Operability of sites and/or services.

9.1.2.2.2 Services provided to the target population.

9.1.2.2.3 Service capacity.

10. Live Well San Diego and Related Initiatives

10.3 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.

10.3 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:

10.3.1 Smoke-free entrances.

10.3.2 Smoke-free facilities (no designated smoking areas).

10.3.3 No smoking signs are posted at all entrances/exits.

10.3 Contractor shall ensure staff are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor may contact local law enforcement or 1-800-510-2020 to report suspected elder abuse.

10.3 Contractor will include, when feasible, the use of locally grown foods and identify potential partnerships and relationships with local producers and providers of locally grown foods.

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT B – VEHICLE USAGE AND INSURANCE & BONDING REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation
Notice of Cancellation shall be provided in accordance with policy provisions.

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT B – VEHICLE USAGE AND INSURANCE & BONDING REQUIREMENTS

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from

COUNTY CONTRACT NUMBER 547766
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EXHIBIT B – VEHICLE USAGE AND INSURANCE & BONDING REQUIREMENTS

any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PAYMENT SCHEDULE

1. **COMPENSATION:** The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA). A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.
2. **SERVICE UNITS AND RATES FOR FISCAL YEAR July 1, 2014 – June 30, 2015**

Exhibit A Paragraph Reference	Services	Funding Source	# of Service Units	Fixed Supplemental Rate	Total
4.1	Congregate Meals	Title III-C1 (1)	24,000	\$4.26	\$102,240
4.4	Transportation	Title III-B (3)	14,400	\$5.00	\$72,000
6.2.2	Incentive Payments*	NSIP-C1	24,000	\$0.77	\$18,480
6.2.3	One-time-only (OTO)	OTO-C1	NA	NA	\$0
TOTAL					\$192,720

- (1) State of California C-1 funding stream
- (2) State of California C-2 funding stream
- (3) State of California B funding stream

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimated ONLY and may be adjusted based on actual prior year number of meals served.

**OTO funds are restricted to the purchase or repair of equipment and/or County-provided vehicles. Refer to Paragraph 6.2.3 of Exhibit A for additional restrictions/requirements.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. 2004-_____ File No. _____

Ord No. 2004-_____

Agenda Item No.: 6
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Amy Shipley, Assistant Director of Community Services
Karen Williams, Older Adult Services Manager

SUBJECT: Fifth Amendment to Public Service Agreement with Redwood Senior Homes and Services for Senior Transportation and Senior Nutrition Budget Adjustment

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-91 authorizing the Mayor and City Clerk to execute a Fifth Amendment to Public Service Agreement with Redwood Senior Homes and Services (RSHS) to provide transportation for the Senior Nutrition Program from July 1, 2014 through June 30, 2015 not to exceed \$144,900. In addition, it is requested that Council approve a budget transfer in the amount of \$11,765 from the Joslyn Trust Fund to Senior Nutrition department 107 to fund senior transportation.

FISCAL ANALYSIS:

Funding to pay RSHS for transportation services is included in the FY 2014-2015 Senior Nutrition budget in the amount of \$95,400, to which will be added the budget transfer of \$11,765. Additionally, CDBG has allocated \$37,735 for the Senior Nutrition Program and Senior Transportation. When added together, these three amounts equate to the not to exceed amount of \$144,900 for this contract.

The City has been awarded a nutrition grant through the County of San Diego Health and Human Services Agency, which will commence on July 1, 2014. This grant will offset costs of the Senior Nutrition Program up to \$192,720 per fiscal year. This grant will reimburse transportation services up to \$72,000 and meal services up to \$120,720.

PREVIOUS ACTION:

The City Council approved the original agreement with Redwood Senior Homes and Services by adopting Resolution 2009-89 on June 24, 2009.

BACKGROUND:

The Escondido Senior Center's primary goal is assist seniors so they can live independently with confidence and vitality. To accomplish this, the Center offers many programs and activities that keep seniors engaged and healthy through social connections, physically activity, lifelong learning, and sound nutrition.

The Senior Nutrition Program is comprised of two components, transportation and meal service. The transportation component provides seniors rides from their homes in Escondido to the Senior Center and home again, which increases access to the meal service component for seniors that otherwise be isolated in their homes. The County grant reimburses the City for both components. Reimbursements received for transportation are based on each one-way ride, with a maximum reimbursement of 14,400 rides for FY 14-15. The Joslyn Trust Fund is supported through donations and sponsorships and used specifically for senior programs.

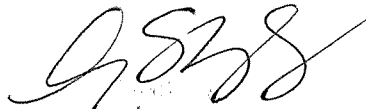
Staff attributes the popularity of the Senior Nutrition Program to the strained economy, soaring food and transportation costs, and the reality that most seniors live on limited or fixed incomes and can no longer drive. Additionally, the County grant stipulates that seniors age 60 and older are asked only for a suggested donation and cannot be turned away due to the lack of ability to donate. This increases access for many of our low-income seniors.

Respectfully submitted,



Karen Williams
CT

Karen Williams
Older Adult Services Manager



Amy Shipley
Assistant Director of Community Services



**CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST**

Date of Request: 07.01.14

Department: Community Services

Division: Older Adult Services

Project/Budget Manager: Amy Shipley 6269
Name Extension

Council Date (if applicable): 06.25.14
(attach copy of staff report)

For Finance Use Only
Log # _____
Fiscal Year _____

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Joslyn Trust Fund	2108-001	\$	\$ 11,765
Senior Nutrition	5131-001-107	11,765	
Contributions	4603-001	11,765	

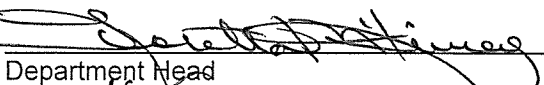
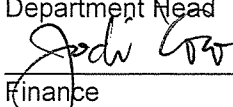
When requesting new capital project numbers; please select one or more coinciding activity(s):

- | | |
|---|---|
| <input type="checkbox"/> 89000 – Survey | <input type="checkbox"/> 89005 – Administration |
| <input type="checkbox"/> 89001 – Right-of-Way | <input type="checkbox"/> 89006 – Inspection |
| <input type="checkbox"/> 89002 – Design | <input type="checkbox"/> 89007 – Material Testing |
| <input type="checkbox"/> 89003 – Environmental | <input type="checkbox"/> 89008 – Construction Design |
| <input type="checkbox"/> 89004 – Drafting (CAD) | <input type="checkbox"/> 89009 – Construction |
| | <input type="checkbox"/> 89010 – Repair & Maintenance |

Explanation of Request:

Transfer from the Joslyn Trust Fund to the Senior Nutrition department 107 operating budget to help pay for the transportation component for FY 14-15.

APPROVALS

 Department Head	<u>6/17/14</u> Date	_____	_____
 Finance	<u>6/17/14</u> Date	_____	_____
		City Manager	Date
		City Clerk	Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2014-91

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 FIFTH AMENDMENT TO PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR PROVISION OF TRANSPORTATION SERVICES

WHEREAS, the City of Escondido ("City") recognizes the need for transportation services in order for Escondido seniors to access the Senior Nutrition Program held at the Escondido Senior Center; and

WHEREAS, the City entered into an agreement on October 13, 2009, with Redwood Senior Homes and Services ("RSHS") to provide such transportation services; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Fifth Amendment to Public Service Agreement ("Fifth Amendment") with RSHS to provide these transportation services for Escondido Seniors; and

WHEREAS, the Director of Library and Community Services recommends a Fifth Amendment to extend its term for one (1) year; effective July 1, 2014, through June 30, 2015, in an amount not to exceed \$144,900;

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

1. That the above recitations are true.

2. That the City Council accept the recommendation of the Director of Library and Community Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Fifth Amendment for one (1) year with Redwood Senior Homes and Services for transportation services. A copy of the Fifth Amendment is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
FIFTH AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this the 1st day of July 2014.

Between: CITY OF ESCONDIDO
 a municipal corporation
 201 N. Broadway
 Escondido, California 92025
 ("CITY")

And: REDWOOD SENIOR HOMES AND SERVICES, a division of SOUTHERN
 CALIFORNIA PRESBYTERIAN HOMES, a not-for-profit corporation
 c/o Redwood Terrace
 710 West 13th Street
 Escondido, CA 92025
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on July 1, 2009 ("Agreement"), wherein CITY retained CONTRACTOR to provide transportation for the Senior Nutrition Program at the Escondido Senior Center; and

- B. CITY and CONTRACTOR desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1. CITY will compensate the CONTRACTOR in the amount not to exceed \$144,900 pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.

2. CITY will not compensate the CONTRACTOR for any additional amount, pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.

3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall prevail.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

REDWOOD SENIOR HOMES AND SERVICES,
c/o Redwood Terrace
710 West 13th Street
Escondido, CA 92025

Sophia Lukas
Administrator

ATTACHMENT "A"

REDWOOD SENIOR HOMES AND SERVICES
Service Agreement

Fiscal Year 2014-2015
(July 1, 2014 to June 30, 2015)

Working with City of Escondido staff to develop schedules to meet the needs of Escondido seniors, Redwood Senior Homes and Services agrees to provide the following:

1. Transportation services for the Senior Nutrition Program offered at the Escondido Senior Center, Monday through Friday.
2. Morning drop offs will be completed by 10:15 a.m. and afternoon pick up will commence at 12:20 p.m.
3. The cost of this service shall be billed on a monthly basis at the rate of \$10.50 per ride, not to exceed \$144,900 for FY 14-15.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Amy Shipley, Assistant Director of Community Services
Karen Williams, Older Adult Services Manager
SUBJECT: Fifth Amendment to Public Service Agreement with Redwood Senior Homes and Services for Meal Service

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2014-92 authorizing the Mayor and City Clerk to execute a Fifth Amendment to Public Service Agreement with Redwood Senior Homes and Services (RSHS) Town Court, to provide meals for the Nutrition Program offered at the Joslyn Senior Center for an additional year (July 1, 2014 through June 30, 2015) in the amount not to exceed \$97,520.

FISCAL ANALYSIS:

Funding to pay RSHS for senior meals is included in the FY 2014-2015 Senior Nutrition budget in the amount of \$91,415. Additionally, CDBG has allocated funding for the Senior Nutrition Program of which \$6,105 will be used to pay for meals. When added together, these two amounts equate to the not to exceed amount of \$97,520 for this contract.

The City has been awarded a nutrition grant through the County of San Diego Health and Human Services Agency which will commence on July 1, 2014. This grant will offset costs of the Senior Nutrition Program up to \$192,720 per fiscal year. This grant will reimburse for meals services up to \$120,720; and transportation services up to \$72,000.

PREVIOUS ACTION:

The City Council approved the original agreement with Redwood Senior Homes and Services Town Court by adopting Resolution 2009-88 on June 24, 2009.

BACKGROUND:

The Escondido Senior Center's primary goal is assist seniors so they can live independently with confidence and vitality. To accomplish this, the Center offers many programs and activities that keep seniors engaged and healthy through social connections, physically activity, lifelong learning, and sound nutrition.

The Senior Nutrition Program is comprised of two components, transportation and meal service. The transportation component provides seniors rides from their homes in Escondido to the Senior Center and home again. The transportation component increases access to the meal service component for seniors that otherwise be isolated in their homes and left without proper nutrition. The County grant

reimburses the City for both components. The City will receive a maximum reimbursement for 24,000 meals served to seniors ages 60+.

Staff attributes the popularity of the Senior Nutrition Program to the strained economy, soaring food and transportation costs, and the reality that most seniors live on limited or fixed incomes. Additionally, the County grant stipulates that seniors age 60 and older are asked only for a suggested donation and cannot be turned away due to the lack of ability to donate. This increases access to meals for many of our low-income seniors.

By offering low-income seniors accessibility to good nutrition in a positive environment, the Senior Nutrition Program is increasing the overall health of our community through nutrition and socialization. Therefore, the City is assisting to combat isolation, and is facilitating Escondido seniors to age in place with confidence and vitality.

Respectfully submitted,

Handwritten signature of Karen Williams in cursive, with the initials "KT" written below the name.

Karen Williams
Older Adult Services Manager

Handwritten signature of Amy Shipley in cursive, consisting of a large, stylized initial 'A' followed by 'S' and 'H'.

Amy Shipley
Assistant Director of Community Services

RESOLUTION NO. 2014-92

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 FIFTH AMENDMENT TO PUBLIC
SERVICE AGREEMENT WITH REDWOOD
SENIOR HOMES AND SERVICES FOR
PROVISION OF MEAL SERVICES

WHEREAS, the City of Escondido ("City") recognizes the need for nutrition services for Escondido seniors offered in a congregate setting; and

WHEREAS, the City entered into an agreement on October 13, 2009, with Redwood Senior Homes and Services Town Court ("RSHS") to provide meal service; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Fifth Amendment to Public Service Agreement ("Fifth Amendment") with RSHS to provide these meals services for seniors; and

WHEREAS, the Director of Library and Community Services recommends a Fifth Amendment to extend its term for one (1) year; effective July 1, 2014, through June 30, 2015, in an amount not to exceed \$97,520.

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

1. That the above recitations are true.
2. That the City Council accept the recommendation of the Director of Library and Community Services.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Fifth Amendment for one (1) year with Redwood Senior Homes and Services for

meals services. A copy of the Fifth Amendment is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
FIFTH AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this the 1st day of July 2014.

Between: CITY OF ESCONDIDO
 a municipal corporation
 201 N. Broadway
 Escondido, California 92025
 ("CITY")

And: REDWOOD SENIOR HOMES AND SERVICES, a division of SOUTHERN
 CALIFORNIA PRESBYTERIAN HOMES, a not-for-profit corporation
 c/o Redwood Terrace
 710 W 13th Street
 Escondido, CA 92025
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on July 1, 2009 ("Agreement"), wherein CITY retained CONTRACTOR to provide meals for the Escondido Senior Center Nutrition Program; and

- B. CITY and CONTRACTOR desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1. The CONTRACTOR will furnish the services described in "Attachment A" to this Amendment.

- 2. CITY will compensate the CONTRACTOR in the amount not to exceed \$97,520 pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.

3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall prevail.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

REDWOOD SENIOR HOMES AND SERVICES,
c/o Redwood Terrace
710 West 13th Street
Escondido, CA 92025

Sophia Lukas
Administrator

ATTACHMENT "A"

REDWOOD SENIOR HOMES AND SERVICES
Service Agreement

Meals for the Senior Nutrition Program

Fiscal Year 2014-2015
(July 1, 2014 to June 30, 2015)

Working with the City of Escondido staff, Redwood Terrace provide nutritionally balanced meals to older adults for the Senior Nutrition Program offered at the Escondido Senior Center, Monday through Friday. Redwood Senior Homes and Services agrees to provide the following:

1. Meals Monday through Friday at a cost of \$3.80 per meal.
2. Transport the meals from Redwood Terrace to the Escondido Senior Center, 210 Park Avenue, at a cost of \$10.00 per day.

The total cost of these services for FY 14-15 shall not exceed \$97,520.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Richard O'Donnell, Deputy Director of Public Works/Maintenance

SUBJECT: Award Sole-Source purchase and installation of Orpak SiteOmat Fuel management system

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-84 and approve the Sole-Source purchase and installation of the Orpak USA Inc. (Orpak) SiteOmat fuel management system to upgrade the existing Orpak RNI-2000 fuel management system at the Public Works Yard and all Fire Stations in the amount of \$168,307.20, which includes parts, labor, and use tax, pursuant to Escondido Municipal Code section 10-103 (b).

FISCAL ANALYSIS:

Available funds in the amount of \$140,000 have already been approved in the fiscal year 2013/14 budget in account number 5209-653-715 to upgrade the existing Orpak RNI-2000 fuel management system. The remaining \$28,307.20 to supplement the project will be acquired from fuel savings within fiscal year 2013/14 in account number 5111-653-715.

PREVIOUS ACTION:

N/A

BACKGROUND:

The City of Escondido was notified by Orpak USA Inc.; see attached Orpak USA Inc. letter dated October 22, 2012, announcing the end of product life (EOL) of our existing Orpak RNI-2000 fuel management system. Within the EOL announcement timeline, as of August 31, 2013, Orpak USA Inc. cannot support nor service our existing Orpak RNI-2000 fuel management system. The new Orpak SiteOmat fuel management system is compatible with our existing vehicle identification units. Staying with the proprietary Orpak fueling infrastructure is the most advantageous way for the City to monitor fuel utilization and storage.

Respectfully submitted,


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


Richard O'Donnell
Deputy Director of Public Works/Maintenance

October 22, 2012

**Announcing End of Product Life Cycle (EOL) of
Orpak's RNI-2000 Fuel Management System
To be replaced by the new SiteOmat Fuel Management System**

Dear customer,

Orpak's RNI-2000 Fuel Management System has been serving your organization successfully for many years. Due to new market demands, technology innovations and difficulties in acquiring old electronic components, Orpak is hereby announcing the EOL of the RNI-2000 system as detailed hereafter.

The RNI-2000 system will be replaced with the new **SiteOmat** system which has been operating successfully for over 5 years.

We strongly recommend that you consider upgrading the RNI-2000 system with the **SiteOmat** system ASAP to ensure continued fuel accountability and eliminate possible interruptions.

Keeping in mind that our customers have a large capital invested in vehicle units (VIU's), Orpak has designed the new system to allow continued use of the VIU's. This will allow you to upgrade the system at a relatively low cost.

The **SiteOmat** will provide your organization with many advantages such as:

- The ability to continue to use your existing VIU's (vehicle units)
- Wireless nozzle readers to eliminate wires running through the hose
- New vehicle units for simple installation (minutes) and more data such as odometer, engine hours, idle time, vehicle errors and diagnostics
- Network communication for online real-time monitoring, control and remote enhanced diagnostics
- Dynamic Graphical Display of fuel sites, pumps, nozzles and tanks
- Higher reliability

EOL Timeline

November 1st 2012

EOL announcement

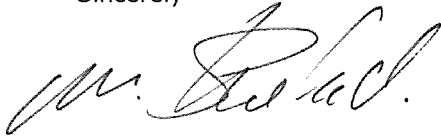
February 28th 2013

Last date to order parts

August 31st 2013

End of service and support

Sincerely



Moshe Shaked

Vice President Marketing

RESOLUTION NO. 2014-84

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING, THE SOLE-SOURCE PURCHASE
AND INSTALLATION OF ORPAK USA INC.
EQUIPMENT TO UPGRADE EXISTING ORPAK
USA INC. FUELING INFRASTRUCTURE

WHEREAS, the City of Escondido has been formally notified by Orpak USA Inc. announcing the end of product life of Orpak RNI-2000; and

WHEREAS, the City of Escondido desires to upgrade the existing Orpak USA Inc. RNI-2000 with the Orpak SiteOmat fueling infrastructure; and

WHEREAS, Orpak SiteOmat product is compatible with the existing Orpak RNI-2000 hardware; and

WHEREAS, formal bidding procedures are dispensable under Escondido Municipal Code section 10-103(b); and

WHEREAS, \$140,000 for said purchase has been previously approved in the FY 2013/14 Operating Budget in account no. 5209-653-715; and

WHEREAS, additional \$28,307.20 for said upgrade is available from savings in FY 2013/14 Operating Budget account no.5111-653-715; and

WHEREAS, the Public Works Director/City Engineer recommends the purchase of Orpak USA Inc., SiteOmat, product to replace existing Orpak RNI-2000 fuel management system.

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

1. That the above recitations are true.

2. That the City Council accepts the recommendation of the Public Works Director/City Engineer.

3. That the City Council is authorized to approve, on behalf of the City, the Sole-Source purchase and installation of Orpak USA Inc. SiteOmat fueling infrastructure under Escondido Municipal Code section 10-103 (b).

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Richard O'Donnell, Deputy Director of Public Works/Maintenance

SUBJECT: Award Purchase of Fuel

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-82 and approve the purchase of fuel for the City of Escondido's fleet through a cooperative purchase agreement with the City of San Diego, pursuant to Escondido Municipal Code section 10-90. This fuel will be purchased from The SoCo Group Inc.

FISCAL ANALYSIS:

Sufficient funds have already been approved in the fiscal year 2014/15 budget in account number 5111-653-715 for unleaded gasoline in the amount of \$1,000,000 and account number 5113-653-715 for diesel fuel in the amount of \$300,000.

PREVIOUS ACTION:

N/A

BACKGROUND:

Fleet Services would like to purchase unleaded gasoline and diesel fuel from The SoCo Group Inc. through a co-operative purchase agreement with the City of San Diego and other public agencies throughout the County. SoCo has won the bid for the last several years and has provided exceptional service to their customers. Fleet Services will use funds in account 5111-653-715 for unleaded gasoline, and 5113-653-715 for diesel fuel, previously approved in the fiscal year 2014/15 budget.

HISTORY OF FUEL PURCHASE FOR IN-HOUSE FUELING STATIONS:

Unleaded Gasoline

Fiscal Year	Budgeted	Spent	Balance	Gal. Delivered	Min/Max/\$/Gal	Average
2008-09	\$1,045,000	\$691,232	\$353,768	282,619	\$1.39 - \$4.01	\$ 2.45
2009-10	\$945,000	\$675,460	\$269,540	266,564	\$2.29 - \$2.78	\$ 2.53
2010-11	\$930,000	\$778,600	\$151,400	248,361	\$2.55 - \$3.90	\$ 3.13
2011-12	\$1,267,210	\$917,477	\$349,733	270,575	\$3.04 - \$4.07	\$ 3.39
2012-13	\$1,216,975	\$936,571	\$280,404	266,495	\$3.05 - \$4.31	\$ 3.51
2013-14 as of 06/01/2014	\$1,200,000	\$902,161	\$297,839	260,755	\$3.05 - \$3.76	\$ 3.46

Diesel Fuel

Fiscal Year	Budgeted	Spent	Balance	Gal. Delivered	Min/Max/\$/Gal	Average
2008-09	\$260,000	\$181,212	\$78,788	69,482	\$1.59 - \$4.89	\$ 2.60
2009-10	\$250,000	\$182,410	\$67,590	69,160	\$2.26 - \$3.16	\$ 2.64
2010-11	\$225,000	\$222,185	\$2,815	67,215	\$2.52 - \$4.27	\$ 3.31
2011-12	\$272,000	\$255,417	\$16,583	67,329	\$2.27 - \$4.38	\$ 3.79
2012-13	\$244,315	\$279,603	-\$35,288	75,355	\$3.44 - \$4.28	\$ 3.71
2013-14 as of 06/01/2014	\$350,000	\$236,509	\$113,491	62,427	\$3.53 - \$4.03	\$ 3.79

HISTORY OF TOTAL FUEL USE:

Gasoline Charged to Departments in Gallons (Includes Credit Card Transactions)

Dept. #	Dept. Name	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	*FY 13-14
004	City Clerk	196	166	47	76	108	94
024	Risk Management	58	57	82	66	119	71
031	Information Systems	191	175	151	193	162	100
102	Recreation	918	434	541	425	957	778
103	Parks	7,591	7,615	8,171	10,478	12,011	10,206
104	Library	330	327	259	97	117	152
109	CDBG Admin	1,584	380	395	263	282	196
200	Planning	385	1,133	41	71	76	33
250	Code Enforcement	4,083	2,909	2,468	2,956	3,504	2,831
300	Building	1,845	802	1,636	1,737	1,844	1,633
402	P.W. Engineering	6,982	4,305	4,837	4,378	5,881	5,000
403	Streets	24,627	20,670	18,100	19,213	23,750	18,408
410	Water	26,586	26,984	23,805	22,607	24,416	19,424
412	Canal	1,520	2,076	1,902	1,862	2,045	1,004
414	Lakes	9,546	9,633	8,274	9,294	11,159	9,904
420	Wastewater	29,118	24,935	21,558	23,352	22,203	19,178
422	Recycled water	344	336	317	314	507	335
440	Stormwater	1,441	1,518	1,363	1,197	148	151
450	Building Maintenance	7,485	5,189	4,680	4,603	4,351	3,712
500	Police	159,059	160,060	146,619	147,182	153,361	127,665
600	Fire	8,696	7,915	6,684	7,612	19,349	18,225
701	City Hall Pool	1,207	653	734	599	611	559
704	Recycle	120	201	37	227	136	116
710	Warehouse	232	164	162	148	218	51
715	Fleet Services	2,121	1,515	1,731	1,668	2,074	1,345
772	Mail Services	14	0	0	0	0	0
	Totals	296,277	280,151	254,593	260,618	289,389	241,171

* as of 06/01/2014

Gasoline Charged to Departments in \$ (Includes Credit Card Transactions)

Dept. #	Dept. Name	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	*FY 13-14
004	City Clerk	\$527	\$414	\$155	\$282	\$375	\$327
024	Risk Management	\$156	\$149	\$247	\$233	\$446	\$251
031	Information Systems	\$512	\$442	\$463	\$693	\$575	\$349
102	Recreation	\$2,192	\$1,110	\$1,665	\$1,503	\$3,420	\$2,691
103	Parks	\$19,628	\$19,416	\$25,208	\$37,576	\$42,196	\$35,604
104	Library	\$853	\$853	\$739	\$337	\$415	\$521
109	CDBG Admin	\$4,035	\$970	\$1,220	\$938	\$966	\$672
200	Planning	\$1,029	\$2,879	\$123	\$255	\$277	\$112
250	Code Enforcement	\$10,638	\$7,401	\$7,577	\$10,614	\$12,298	\$9,746
300	Building	\$4,811	\$2,035	\$5,047	\$6,206	\$6,420	\$5,614
402	P.W. Engineering	\$18,356	\$10,945	\$14,769	\$15,630	\$20,577	\$17,261
403	Streets	\$64,957	\$52,529	\$55,909	\$68,604	\$82,481	\$63,292
410	Water	\$69,368	\$68,536	\$73,291	\$80,817	\$84,902	\$66,899
412	Canal	\$3,907	\$5,275	\$5,816	\$6,465	\$7,137	\$3,421
414	Lakes	\$24,156	\$24,440	\$25,334	\$33,272	\$38,554	\$31,316
420	Wastewater	\$75,667	\$63,394	\$66,628	\$83,433	\$77,389	\$65,794
422	Recycled water	\$882	\$856	\$946	\$1,123	\$1,754	\$1,132
440	Stormwater	\$3,900	\$3,855	\$4,204	\$4,216	\$511	\$520
450	Building Maintenance	\$19,443	\$13,204	\$14,442	\$16,382	\$15,155	\$12,809
500	Police	\$404,483	\$408,549	\$450,589	\$525,761	\$535,427	\$442,793
600	Fire	\$22,248	\$20,138	\$20,581	\$27,238	\$66,803	\$62,518
701	City Hall Pool	\$3,361	\$1,675	\$2,293	\$2,151	\$2,147	\$1,943
704	Recycle	\$271	\$518	\$117	\$818	\$467	\$403
710	Warehouse	\$602	\$420	\$487	\$541	\$767	\$174
715	Fleet Services	\$5,697	\$3,841	\$5,421	\$5,977	\$7,247	\$4,604
772	Mail Services	\$44	\$0	\$0	\$0	\$0	\$0
	Totals	\$761,725	\$713,843	\$783,269	\$931,063	\$1,008,706	\$830,766

* as of 06/01/2014

Diesel Fuel Charged to Departments in Gallons

Dept. #	Dept. Name	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	*FY 13-14
103	Parks	2,002	2,237	2,702	1,333	1,442	1,255
403	Streets	17,955	15,988	20,320	20,659	21,260	19,365
410	Water	7,060	6,157	7,967	7,208	7,815	5,259
412	Canal	4,360	3,500	3,902	4,061	4,509	3,622
414	Lakes	419	258	447	375	441	555
420	Wastewater	7,323	6,858	6,132	5,908	8,395	7,573
450	Building Maintenance	80	0	0	0	0	0
500	Police	145	150	199	179	120	118
600	Fire	28,958	29,868	29,557	27,729	26,435	22,547
710	Warehouse	0	0	0	0	0	80
715	Fleet Services	113	14	45	0	23	27
Totals		68,414	65,031	71,271	67,451	70,440	60,401

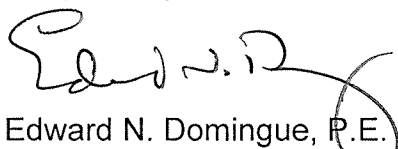
* as of 06/01/2014

Diesel Fuel Charged to Departments in \$

Dept. #	Dept. Name	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	*FY 13-14
103	Parks	\$6,140	\$6,040	\$9,061	\$5,212	\$5,591	\$4,743
403	Streets	\$50,045	\$42,953	\$68,199	\$80,738	\$81,733	\$72,572
410	Water	\$19,073	\$16,542	\$26,593	\$28,233	\$29,981	\$19,736
412	Canal	\$12,202	\$9,425	\$13,097	\$15,807	\$17,414	\$13,547
414	Lakes	\$1,192	\$704	\$1,404	\$1,439	\$1,654	\$2,079
420	Wastewater	\$20,029	\$18,357	\$20,628	\$23,038	\$32,035	\$28,385
450	Building Maintenance	\$254	\$0	\$0	\$0	\$0	\$0
500	Police	\$374	\$418	\$720	\$697	\$428	\$433
600	Fire	\$75,085	\$80,922	\$97,834	\$109,950	\$101,517	\$84,855
710	Warehouse	\$0	\$0	\$0	\$0	\$0	\$299
715	Fleet Services	\$302	\$39	\$171	\$0	\$84	\$93
Totals		\$184,696	\$175,399	\$237,708	\$265,113	\$270,437	\$226,742

* as of 06/01/2014

Respectfully submitted,



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



Richard O'Donnell
Deputy Director of Public Works/Maintenance

RESOLUTION NO. 2014-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY COUNCIL TO APPROVE, ON BEHALF OF THE CITY, THE PURCHASE OF UNLEADED AND DIESEL FUEL FROM SOCO GROUP, INC.

WHEREAS, the City of Escondido desires to purchase fuel for its vehicles; and

WHEREAS, sufficient funds for said purchase have been approved in the 2014/15 operating budget; and

WHEREAS, the City wishes to utilize a City of San Diego Purchasing Agreement which contains a Public Agency Clause with renewable extensions; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the purchase of fuel from SoCo Group, Inc.; and

WHEREAS, the Public Works Director/City Engineer recommends the approval of the purchase of the fuel from SoCo Group, in the amount of \$1,000,000 for unleaded fuel and \$300,000 for Diesel fuel.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Public Works Director/City Engineer.
3. That the City Council is authorized to approve, on behalf of the City, the purchase of unleaded and diesel fuels from SoCo Group, Inc.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: 2014-2017 Police Tow Service Contracts

RECOMMENDATION:

Adopt Resolution No. 2014-79 authorizing the Mayor and City Clerk to execute Police Tow Service contracts with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; El Norte Towing, HMR, Inc.; NK Towing and Roadside Service; and Roadway Auto Towing to provide police tow services.

FISCAL ANALYSIS:

Contracts for police tow services will include a \$58,021.00 annual fee per contract, payable to the City in quarterly increments.

PREVIOUS ACTION:

On June 22, 2011, City Council approved police tow service contracts via Resolution 2011-86.

BACKGROUND:

The City of Escondido contracts with local tow companies to provide Police-related towing and impound services. These services include towing of vehicles at the direction of the Police Department where vehicle owner consent is not required under existing law (negligent vehicle impounds), which includes towing vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department. So-called "referral tows" are those in which the vehicle tow is coordinated by the Police Department at the request of the vehicle owner.

The current towing contracts expire on June 30, 2014.

The law requires that the towing fee generally match the costs of providing the services, and during the current contract, the annual tow fee was set at \$450,000 split evenly among the six current tow vendors, or \$75,000 annually per vendor. After an updated and thorough re-examination of

unreimbursed funds to the City due to negligent vehicle impounds, it is recommended the annual tow fee be set at \$348,125 in order to reimburse the City for time spent on negligent vehicle impounds. This fee will be split evenly among qualified vendors. For the most part, the lower fee is the result of fewer impounds over the last three years during the current contract.

Staff also re-evaluated the current tow fee schedule and made changes to reflect the median rates for San Diego County. Additionally, the new contract will lower the tow fee for victims of stolen vehicles to the City rate.

In May 2014, City staff requested qualifications from local companies for a new contract to begin on July 1, 2014. Proposals were due on June 9, 2014, and seven companies responded to the City's request, including Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; El Norte Towing, HMR, Inc.; NK Towing and Roadside Service; Roadway Auto Towing; and Sky Towing.

Upon receipt of the responses, the Police Department established a multi-disciplinary inspection team represented by personnel from the Police, Code and Fire Departments. This team conducted on-site and financial record inspections, and evaluated submittals to determine compliance with the RFQ document. On-site inspections included evaluation of tow company vehicles, buildings and lots, against specific criteria listed in the RFQ. Based on the inspections and information submitted, the team determined the following companies are qualified to enter into contracts:

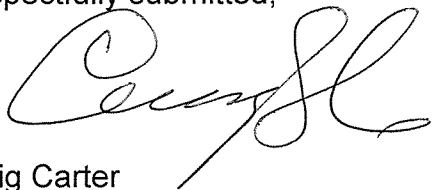
- Al's Towing, Inc.
- A-Z Enterprises, Inc.
- Allied Gardens Towing, Inc.
- El Norte Towing, HMR, Inc.
- NK Towing and Roadside Service
- Roadway Auto Towing

Sky Towing does not meet qualifications and requirements of the contract and the RFQ process at this time for the following reasons:

- The storage yard size has only 17,000 square feet of storage area. They have no secure storage containers nor secure inside storage. The RFQ requires a minimum of 20,000 square feet of storage and the ability to secure up to four vehicles with inside storage. No secondary yards are allowed for storage.
- There is a secondary storage lot, but it is only 16,040 square feet, is comprised of dirt and does not have a staffed building. The RFQ requires a paved, sealed surface for the inspection of vehicles leaking fluids along with a staffed building for customer service.

City staff recommends your authorization today to execute 3-year contracts with each of the qualified companies listed above. Contract terms will require tow companies to submit monthly financial and rotation reports, which will provide detailed information to the City about tows performed under agreement. If approved by your action today, the contract will also require tow companies to make quarterly payments on an annual fee of \$348,125.00, divided among the companies under the contract, which will cover the costs of administering the tow program under the City's contract.

Respectfully submitted,

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

Craig Carter
Chief of Police

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

Justin Murphy
Lieutenant

RESOLUTION NO. 2014-79

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, TOW COMPANY CONTRACTS WITH AL'S TOWING, INC.; A-Z ENTERPRISES, INC.; ALLIED GARDENS TOWING, INC.; HMR, INC., DBA EL NORTE TOWING; NK TOWING & ROADSIDE SERVICES, INC.; AND ROADWAY AUTO TOWING

WHEREAS, it is in the best interest of the City to retain the professional services of qualified organizations to provide police tow, impound and referral services for the City; and

WHEREAS, the City of Escondido entered into current Police Tow Services Agreements with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; HMR, Inc., dba El Norte Towing; NK Towing & Roadside Services; and Roadway Auto Towing on July 5, 2011; and

WHEREAS, current tow services agreements expire on June 30, 2014; and

WHEREAS, the City and tow companies desire to enter into new agreements for police tow, impound and referral services through June 30, 2017;

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

1. That the above recitations are true.
2. That on behalf of the City, the Mayor and City Clerk are authorized to execute Police Tow Services Agreements, in substantially similar form to that which is incorporated to this Resolution as Exhibit "A," and subject to final approval as to form by

the City Attorney, which will be signed by the following companies: Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; HMR, Inc., dba El Norte Towing; NK Towing & Roadside Services, Inc.; and Roadway Auto Towing.



**CITY OF ESCONDIDO
TOW SERVICES AGREEMENT**

This Agreement is made this _____ day of _____, 2014 between the CITY OF ESCONDIDO ("CITY"), a municipal corporation, in the County of San Diego, State of California, and _____ ("TOW COMPANY").

NOW, THEREFORE, IT IS AGREED THAT:

1. Description of Services: TOW COMPANY will furnish all of the services described in Attachment A. Attachment A is incorporated by reference.
2. Compensation: The TOW COMPANY will compensate CITY in the amount of \$58,021 annually, (calculation based on six vendors) payable in four equal portions due on the first day of July, October, January and April during the term of this Agreement. The Compensation is calculated as the total licensing fee of \$348,125 for the program, divided by the total number of tow companies providing services. If the number of tow companies is reduced, the Compensation stated in this section shall be recalculated based on the foregoing formula.
3. Term and Time of Performance: This Agreement shall commence on July 1, 2014 and shall expire in three (3) years on June 30, 2017.
4. Performance: TOW COMPANY must faithfully perform in a proficient manner, to the satisfaction of CITY, all the work or services provided in the Description of Services.
5. Insurance Requirements:
 - a. TOW COMPANY represents that it and its employees, agents, and sub-contractors will be protected at all times during the term of the Agreement by the following insurance coverage:
 1. General liability insurance with at least \$2 million combined single-limit coverage per occurrence for bodily injury and property damage;
 2. Automobile liability insurance of \$2 million combined single-limit per accident for bodily injury and property damage; and
 3. Workers' compensation and employer's liability insurance.

4. Any additional insurance requirements in Attachment A.
 - b. Each insurance policy required above must:
 1. Name CITY (which in this paragraph includes its officials, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy;
 2. Provide for written notice within 30 days or less of policy cancellation or termination;
 3. Provide coverage by a Best's A-V rated carrier or better, admitted in California; and
 4. Provide a service of suit endorsement for all carriers not admitted in California.
 - c. With respect to the workers' compensation and employers' liability insurance, Tow Company waives all rights of subrogation against CITY.
 - d. Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by the CITY Attorney. At the option of the CITY Attorney, either: the TOW COMPANY shall reduce or eliminate such deductibles or self-insured retentions which apply to TOW COMPANY'S indemnity of CITY, its officials, employees, agents or volunteers; or the TOW COMPANY shall procure an additional letter of credit or bond guaranteeing such indemnity, to the satisfaction of the CITY Attorney.
 - e. TOW COMPANY agrees that approved insurance documents will be on file at the same time as the execution of the Agreement, and that proof of insurance will be provided on an annual basis throughout the term of this Agreement. Failure to maintain valid insurance, or to provide proof of insurance at the time of execution or on an annual basis, shall constitute a material breach of this Agreement.
6. Indemnification: TOW COMPANY (which in this paragraph 7 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CITY from all claims, lawsuits, damages, judgments, loss, liability, costs or expenses, including attorneys' fees, for any of the following:
- a. Any personal injuries, property damage or death that TOW COMPANY may sustain while using CITY-controlled property or

equipment, while participating in any activity sponsored by CITY, or from any dangerous condition of public property;

- b. Any injury or death which results or increases by any action taken to medically treat any agent, employee, representative or subcontractor of TOW COMPANY; or
 - c. Any claim of liability arising out of the negligence or any acts or omissions of any agent, employee, representative or subcontractor of TOW COMPANY in the performance of this Agreement.
8. Assignment, Delegation, Subcontracting: The services of TOW COMPANY are personal to CITY, and TOW COMPANY may not assign, delegate, or subcontract any interest in this Agreement without written approval from CITY. A controlling interest in the TOW COMPANY may not be sold to, merged with, or dissolved into another company or legal entity without the advance written approval of CITY, which shall not be unreasonably withheld.
 9. Independent Contractor: TOW COMPANY is CITY's independent contractor, and no express or implied agency or employment relationship is created by this Agreement. TOW COMPANY'S agents, employees, and representatives shall not be entitled to any benefits to which CITY employees are entitled.
 10. 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.
 11. 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 because any other provision has been waived by CITY, in whole or in part.
 12. 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.
 13. 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 Superior Court of California, County of San Diego, North County Judicial Division, located in Vista, California.
 14. 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.

15. Provisions Cumulative: The foregoing provisions are cumulative and are in addition to, and not in limitation of, any other rights or remedies available to CITY.
16. 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:

TOW COMPANY:

CITY:

Escondido Police & Fire Headquarters
1163 North Centre City Parkway
Escondido, CA 92026
Attn: Tow Coordinator
760-839-4792

17. Business License: The TOW COMPANY will be required to obtain a City of Escondido Business License prior to execution of this Agreement.
18. E-Verify Participation: TOW COMPANY agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of TOW COMPANY'S potential new hires. TOW COMPANY agrees and understands that E-Verify enrollment requires TOW COMPANY to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by TOW COMPANY is grounds for DHS' termination of TOW COMPANY'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for CITY'S immediate termination of this Agreement.
19. Performance Bond: TOW COMPANY must post a performance bond, with a company approved by CITY, in the amount of \$25,000, renewable each year, to assure TOW COMPANY's faithful performance of the terms and conditions of this Agreement and any subsequent agreement to provide services for CITY. This may take the form of a bond executed by a surety company authorized to do business in the state of California, an endorsed

Certificate of Deposit, or a money order or certified check drawn on a solvent bank subject to the satisfaction of CITY's City Attorney.

20. Termination of Agreement for Cause: If, through any cause, TOW COMPANY shall fail to fulfill in a timely and proper manner TOW COMPANY's obligations under this Agreement, or if TOW COMPANY violates any of the covenants, agreements or stipulations of this Agreement, CITY shall have the right to terminate Agreement by giving written notice to TOW COMPANY of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. TOW COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused CITY by TOW COMPANY's breach.
21. Termination of Agreement for Convenience of CITY: CITY may terminate the Agreement without cause by providing at least thirty (30) days advance written notice prior to termination. If the Agreement is terminated by CITY as provided in this paragraph, TOW COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the effective date of such termination, but shall not be entitled to receive compensation for damages, lost profits, or other expectation interests.
22. Termination of Agreement by TOW COMPANY: TOW COMPANY may terminate this Agreement without cause by providing at least sixty (60) days advance written notice to CITY and TOW COMPANY shall forfeit the entirety of any license or franchise fee paid prior to the termination. TOW COMPANY agrees that CITY reserves the right to add a new company to provide services if any tow company terminates pursuant to the provisions of this paragraph.
23. Tow Company Errors and Omissions: In the event that CITY determines that the TOW COMPANY's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors, omissions, TOW COMPANY shall reimburse CITY for additional expenses incurred by the CITY. Nothing herein is intended to limit CITY's rights under other provisions of this agreement.
24. Ownership, Publication, Reproduction and Use of Material: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of CITY. No such materials or properties produced in whole or in part under such an

agreement shall be subject to private use, copyrights or patent rights by TOW COMPANY in the United States or in any other country without the express written consent of CITY. CITY shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under such an agreement.

25. Tow Company Not Authorized to Represent CITY: Unless specifically authorized in writing by CITY, TOW COMPANY shall have no authority to act as CITY's agent to bind CITY to any contractual agreements whatsoever.
26. Promise Not to Acquire Conflicting Interests: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that TOW COMPANY will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Political Reform Act.
27. Duty to Advise of Conflicting Interests: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that the TOW COMPANY will immediately advise CITY if TOW COMPANY learns of an economic interest of TOW COMPANY which may result in a conflict of interest for the purpose of the Political Reform Act, and regulations promulgated there under. If necessary, CITY will provide a referral to independent legal counsel who can assist the TOW COMPANY with determinations regarding possible conflicts of interest.
28. Specific Warranties Against Economic Interests: TOW COMPANY warrants and represents that neither TOW COMPANY, nor TOW COMPANY's immediate family members, nor TOW COMPANY's employees or agents presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of CITY-initiated towing and impound services.

(Continued on following signature page)

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

(Tow Company name and address)

Date: _____

(Tow Company 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.

Attachment A
Description of Services

1. Tow Services. TOW COMPANY will provide tow services as described herein. The right of any individual involved in a non-criminal traffic collision to call the tow company of their own choosing shall not be infringed upon except in those cases where an unnecessary delay in removing the motor vehicle will, in the opinion of the investigating Peace Officer, diminish public safety or in cases where the individual is incapacitated and unable to make a decision.
2. Rotation. CITY will establish a weekly rotation of companies providing tow services ("Rotation"). Each tow company participating will receive allocations of like periods in sequence in accordance with a schedule developed by the CITY.
3. Tow License Fee. CITY shall retain the right to impose alternative forms of taxes and/or fees in the event that the tow license fees are no longer assessable due to a subsequent change in federal, state or local law.
4. Definitions.
 - a. "Case Numbers" means case numbers assigned by the CITY when a tow is initiated by the Police Department.
 - b. "Manager" means an employee or an Owner of TOW COMPANY that manages operations and is invested with a certain amount of discretion and independent judgment.
 - c. "Owner" means any person owning a controlling interest in TOW COMPANY.
 - d. "Operator" means an Owner or employees of TOW COMPANY whom operate a tow truck.
 - e. "Police Initiated Tows" means the towing of vehicles at the direction of the Police Department where the consent of the vehicle owner to tow the vehicle is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department.
 - f. "Referral Tows" means the towing of a vehicle by the Police Department at the request of the vehicle owner.

- g. "Securely Transport" means making sure that the vehicle's front wheels are secured on a wheel lift correctly and/or all four (4) tires are chained/secured on a car carrier.
- h. "Tow Truck Inspection Guide" shall mean the Tow Truck Inspection Guide CHP 234B.

5. Tow Company Requirements.

- a. TOW COMPANY shall comply with all provisions of the California Labor Code, and all applicable federal, state, and local laws.
- b. TOW COMPANY shall be responsible for all acts of their employees while those employees are performing services for CITY.
- c. TOW COMPANY shall have a minimum of three (3) verifiable year's for-hire towing experience in order to qualify for the Rotation. Either an owner or a full time Manager continually employed by TOW COMPANY must possess three (3) verifiable years for-hire tow experience, as an owner, principal or full time Manager. Verification of eligibility shall be determined by the CITY. A change in Manager shall suspend the Agreement until a subsequent Manager is hired and the CITY verifies the Manager's prior for-hire towing experience.
- d. TOW COMPANY shall require all new owners, Operators and Manager's involved in the physical act of providing towing services be fingerprinted (via Live Scan) for the purpose of a criminal background check.
- e. TOW COMPANY shall notify the CITY immediately upon a Manager's or Operator's separation from the company.
- f. Any TOW COMPANY Owner, Manager or Operator who separates from the TOW COMPANY, in excess of one year, shall be fingerprinted for the purposes of conducting a criminal history regardless of prior criminal history clearances.
- g. TOW COMPANY shall maintain a current list of Operators.
- h. TOW COMPANY shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the CITY. Expiration of a TOW COMPANY'S MCP and/or suspension of the MCP pursuant to Section 34623 CVC, shall result in the immediate suspension of the

TOW COMPANY, as well as additional disciplinary action which may be imposed by the CITY.

- i. TOW COMPANY and its employees are independent contractors and are not agents or employees of CITY. It is acknowledged that an Operator's performance and demeanor may reflect either positively or negatively on CITY. Accordingly, TOW COMPANY employees must refrain from acts of misconduct including but not limited to:
 1. Rude or discourteous behavior;
 2. Lack of service or refusal to provide service to the public;
 3. Any act of sexual harassment or sexual impropriety;
 4. Unsafe driving practices; and
 5. Exhibiting any objective symptoms of alcohol or drug intoxication or abuse.
 6. Failure to report any violation of the terms of the Agreement.
- f. TOW COMPANY shall ensure Operators responding to calls for service are competent and have completed all training programs required in Section 6.
- g. TOW COMPANY shall maintain enrollment in a controlled substance and alcohol testing (CSAT) program and shall ensure each Operator participates in the program. TOW COMPANY shall notify CITY if an Operator receives a positive result on any substance abuse or alcohol testing.
- h. TOW COMPANY shall notify the CITY of any arrest and/or conviction of an Operator, Manager or owner prior to the beginning of the next on duty Rotation. Failure to make notification may be cause for disciplinary action.
- i. TOW COMPANY shall provide Operators with uniform attire that consists, at a minimum, of a collared shirt. The collared shirt shall conspicuously identify the TOW COMPANY. Additionally, the shirt shall have the first initial and last name of the Operator embroidered above the right breast pocket. The company-issued uniform shall be kept clean and in good repair.

- j. TOW COMPANY must establish a training policy and procedures for Operators that encounter vehicles with potential blood borne pathogens. This includes a checklist of equipment to be on each tow truck and at the storage facility.
- k. TOW COMPANY shall courteously provide any information required by claimant to effect the release of the impounded vehicle including: confirming that a particular vehicle is in TOW COMPANY's possession, directions to the location of the vehicle, the method of securing its release, documentation required, applicable charges and fees required to be paid and terms of payment.
- l. TOW COMPANY shall efficiently process claimants' requests so that legitimate and appropriate requests for the release of stored or impounded vehicles are completed within one (1) hour of the time a claimant arrives at the TOW COMPANY's business office/storage yard.
- m. All invoices for towing and impounds shall be clearly itemized by charge or fee type and must include Case Numbers to track billing. Disputes associated with Police Initiated Tows that cannot be satisfactorily resolved by the parties involved shall be adjudicated by CITY. At times there will be releases stating "Bill at CITY Rate." TOW COMPANY agrees that this CITY Rate is one-half of the tow rate plus \$2 per day for storage.
- o. TOW COMPANY employees shall not be offered nor accept gratuities pursuant to CVC Section 12110(a).
- p. The CITY may inspect all TOW COMPANY records relating to compliance with this Agreement without notice during normal business hours. TOW COMPANY shall permit the CITY to make copies of business records at their place of business or remove business records for the purpose of reproduction. The CITY shall provide a receipt for any record(s) removed from the place of business.
- q. TOW COMPANY shall maintain business records for a period of three (3) years, plus the current term of this Agreement and make them available for inspection.

6. Charges and Fees.

- a. TOW COMPANY shall be authorized to, and responsible for, collecting applicable towing and impound charges prior to releasing a vehicle.
- b. Attachment 1 provides a complete schedule of the maximum charges and fees that contracted TOW COMPANY is authorized to collect from consumers for towing/storage and referral services rendered under the Agreement. Rates may be reviewed annually by CITY for possible changes to the rates on the fee schedule.
- c. Attachment 1 shall be posted in a conspicuous place at all locations where TOW COMPANY does business and in every tow truck for consumer viewing. This posting shall also include all instructions necessary for consumers to affect an after-hours vehicle release.

7. Tow Truck Operators.

- a. Operators shall be at least 18 years old and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- b. Operators shall have on their person a CITY issued identification badge at all times when performing a service required under this agreement. The identification badge shall bear the Operator's name and picture. Each Operator will have a training and background check completed by the City of Escondido Police Department prior to issuance of a badge.
- c. Operators shall be properly trained and qualified to perform all work undertaken by or assigned to them. TOW COMPANY shall develop a base line Operator qualification sheet for new Operators. The qualification sheet shall be completed prior to the Operator going into service alone. Each Operator must initially complete a certified California Tow Truck Association (CTTA) course or equivalent (not AAA) and must submit certification of training every five (5) years. TOW COMPANY must provide CITY with all current training received by each Operator.
- d. All Operators and Managers shall enroll and successfully complete the Pull Notice Program through the Department of Motor Vehicles. Enrollment of Operators is the responsibility of TOW COMPANY and must occur before an Operator may receive a CITY issued identification badge. Pull Notices shall be kept on file and be made available upon request of the CITY.

- e. Each medium/heavy duty Operator must initially complete a certified California Tow Truck Association (CTTA), WreckMasters or equivalent course (not AAA) certifying them as a medium or heavy duty tow truck Operator and must submit certification of training every five (5) years. Medical exam must be kept current according to DMV standards in order to operate a medium or heavy duty tow truck.
 - f. Operators must wear their respective uniform and a CITY issued identification badge. Non-employees of TOW COMPANY may not respond to a CITY call for service under this Agreement.
 - g. Operators shall maintain a professional standard of personal appearance and hygiene and shall wear appropriate personal protective and safety equipment.
8. Tow Trucks. TOW COMPANY shall maintain all applicable and valid permits for each tow truck in service. TOW COMPANY must maintain documentation on file that demonstrates that all tow trucks in its fleet have passed a California Highway Patrol (CHP) tow truck safety inspection in the last twelve months. Copies of the inspection sheets must be provided to the CITY within five days of the inspection.
- a. Tow trucks not passing inspections or meeting the requirements of this Agreement will immediately be removed from Rotation. Tow trucks will return to Rotation once they have passed a re-inspection by the original inspecting agency.
 - b. TOW COMPANY must own and operate a minimum of five trucks including:
 - 1. Two (2) Class A Wheel lifts rated at 14,500 Gross Vehicle Weight (GVW) with twin cable hydraulic boom rated at one (1) ton or greater;
 - 2. Two (2) Rollback rated at 19,501 GVW;
 - 3. One (1) Medium Duty Wheel lift with a GVWR of at least 33,000 pounds with twin cable hydraulic boom rated at one (1) ton or greater. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. All Class B tow trucks with a GVWR of less than 33,000 pounds currently approved by CHP and owned by the same TOW COMPANY shall remain on the rotation tow list until June 30, 2015.

4. TOW COMPANY may maintain a three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
 5. Tow trucks demonstrating a functional equivalency to any or all of the requirements listed above may be substituted upon receipt of written approval by CITY.
- c. Each truck shall have a maximum 8,000 pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of 50 feet of cable.
 - d. Each truck shall be equipped with lighting systems as required by California Vehicle Code (CVC) Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110.
 - e. TOW COMPANY shall maintain three (3) sets of dollies for use by tow trucks providing services to CITY. CITY requires that each tow truck carry its own set of dollies. TOW COMPANY shall have a front wheel motorcycle dolly that must be stored at their yard and not off-site.
 - f. Additional Equipment. Tow trucks must be equipped with the miscellaneous equipment required by CVC Section 27700 and have on file a current Tow Truck Inspection Guide certificate of compliance issued by the California Highway Patrol. Each truck must also be equipped with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches and metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical type), utility flood lamps, portable red taillights and stoplight for towed vehicles, equipment for opening locked vehicles, safety snubber chains and a trash can with absorbent material (i.e. Socks, pads, organic material) and a miscellaneous accident debris box. Hand tools shall remain with each authorized Tow Truck and not be dependent on Operator's personal tool box. Equipment shall not be borrowed from another truck in order to pass inspection.
 - g. Safety Chains: Safety chains shall be rated at no less than the rating specified by the original equipment manufacturer. Two safety chains shall be used for each vehicle being towed. The safety

chains will be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps. Vehicles being transported on slide back carriers shall be secured by four tie down chains or straps independent of the winch or loading cable. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

- h. Identification: Each truck responding to requests for Police Initiated Tows shall, on both sides of the vehicle, conspicuously bear the company name, local address and local phone number(s) in lettering that complies with CVC Section 27907.
 - i. Radio Communications: Each truck responding to requests for Police Initiated Tows shall be equipped with radio communications equipment capable of effecting two-way radio communications between the truck and the TOW COMPANY's dispatching operation. Citizens band radios shall not be used to meet this requirement.
 - j. Inspection Guide: TOW COMPANY must provide a completed Tow Truck Inspection Guide completed by the California Highway Patrol or authorized CITY official for each tow truck.
 - k. Each tow truck responding to a request for Police Initiated Tows shall be well maintained and clean on the exterior and interior and should reflect a professional image.
9. Vehicle Storage & Office Hours. Each TOW COMPANY must have and maintain exclusive use of a storage yard and business office facility. The business office and storage facility must be located in the same location, be a reasonable distance from public transportation, and be within CITY limits. No secondary yards will be allowed for storage. All business records of the TOW COMPANY relating to the awarded contract shall be maintained at the business office location and should include the length of time the storage yard and business office has been operational at that location.
- a. TOW COMPANY'S place of business shall have a sign which clearly identifies it to the public as a tow service. Business hours shall be posted in plain view to the public. Place of business shall be sufficiently staffed to allow customers to talk face-to-face with a

TOW COMPANY'S owner, Manager or employee during normal business hours.

- b. TOW COMPANY shall keep business hours from at least 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- c. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
- d. Storage facilities must comply with the following:
 1. Minimum Storage Space: The storage yard must be a minimum of twenty thousand (20,000) square feet to accommodate one hundred twenty (120) vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows.
 - i. TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public.
 - ii. The storage yard must be completely enclosed with a six (6) foot high security fence with poles that are no further apart than eight (8) feet wide and embedded in concrete. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.
 - iii. Vehicles and their contents must be kept safe from pilfering in the storage lot and must be screened from view from street level. All vehicles towed or stored pursuant to this Agreement must be kept within the confines of the storage lot.

2. The storage yard should be comprised of a surface that remains free from mud, pools of water, debris or other elements that would be harmful to stored vehicles or persons viewing the vehicles. Examples of an acceptable surface would be concrete, asphaltic concrete, or a similarly durable surface.
3. Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids.
 - i. The first area will be at least four hundred (400) square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat.
 - ii. The second area shall be at least six hundred (600) square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids.
 - iii. TOW COMPANY shall have on file a written policy and method of hazardous waste recovery and disposition approved by the Escondido Fire Department.
 - iv. The tow yard shall have available a forklift capable of lifting and positioning vehicles onto the inspection pad, and/or in the Sea-Containers.
4. There must be adequate lighting, and all yard and office construction must comply with applicable laws including, but not limited to, building codes, fire codes and zoning regulations. The following minimum lighting standards per 10,000 square feet apply unless local zoning or other regulations dictate increased or diminished lighting requirements:
 - i. Four (4) 300 Watt incandescent medium-wide flood lights;
 - ii. Three (3) 300 Watt quartz halogen lights;

- iii. Two (2) 100-Watt high-pressure sodium lights;
 - iv. Additional storage space must be lighted at the above ratio. Storage yards with less than 10,000 square feet must meet the above minimums. TOW COMPANY must meet all municipal code requirements for lighting.
5. The storage yard shall have commercial grade 24 hour video surveillance coverage of all storage areas and access points, shall retain 60 days of video and shall have a commercial alarm system.
10. Stored Vehicles.
- a. During regular business hours, TOW COMPANY shall, except as restrained in paragraph 10.b. below, make vehicles stored at the request of CITY available to the vehicle's registered owner or a person who can be verified to be the registered owner's agent, for the purpose of removing property from the vehicle. TOW COMPANY must also allow insurance agents, insurance adjusters, or representatives of an automotive repair business access for the purpose of estimating or appraising damages. An employee of TOW COMPANY shall escort and be on scene during the removal of property or during an insurance inspection.
 - b. Vehicles impounded by CITY for investigative purposes shall be held separately in a secured non-public area on TOW COMPANY's property until the vehicle is released by order of the CITY. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed by CITY. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by a representative of TOW COMPANY and the Peace Officer or Evidence Technician removing such property.
11. Response Times. TOW COMPANY shall respond to calls 24 hours per day, seven days per week and must respond to calls for service from within the City limits (unless there is a request for a medium or heavy duty truck that has to respond from a greater distance). The responding tow truck must arrive with the appropriate equipment at the requested location within the City of Escondido within 30 minutes and daily response time shall average twenty (20) minutes or less. CITY shall identify the appropriate equipment during the initial call for service. Response time is computed from the time the police dispatcher notifies TOW COMPANY until the tow truck arrives on scene. TOW COMPANY may inform the

police dispatcher within five minutes of the initial call for service if, for any reason, it cannot respond within the required 30 minute limit. If notified within five minutes of the originating request for service, dispatcher will contact the next TOW COMPANY on the rotation. Unless TOW COMPANY contacts the police dispatcher within five minutes to waive the call for service, a failure to respond to a towing call within 30 minutes or to exceeding the 20 minute average response time for any day, shall be grounds for disciplinary action.

12. On-Scene Duties. Upon arriving on-scene to remove any of the vehicles, TOW COMPANY's Operators shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:
 - a. Operators shall make every reasonable effort to comply with direction provided by the officer-in-charge.
 - b. Operators shall always wear their reflective safety vest. An Operator arriving at the scene, providing service or towing a vehicle must display an oscillating, flashing or rotating amber light. No other color may be used. The emergency light must be discernible from the front and back of the truck for at least 500 feet.
 - c. Operators shall be responsible for verifying the peace officer's damage assessment for each vehicle towed as a police impound, and shall sign the CHP 180 form.
 - d. Operators shall be responsible for removing and appropriately disposing of collision-related debris from the public right-of-way at the time of the tow to ensure public safety. Additionally, if manual street sweeping is needed, TOW COMPANY is to provide this service.
 - e. Operators may make any emergency alterations reasonably required to safely move and/or tow vehicles.
 - f. Operators shall carry and provide Customer Satisfaction/Complaint Forms to customers upon request.
 - g. Operators shall not photograph or otherwise electronically record any accident or crime scene without the expressed permission of the CITY.
 - h. After removing a vehicle from the public right-of-way or private property, Operators shall securely transport that vehicle.

13. Collateral Services.

- a. TOW COMPANY shall, at the request of CITY, move, tow away and impound motor vehicles which are, under the authority of the California Vehicle Code or Escondido Municipal Code, declared by CITY to be: illegally parked, abandoned, involved in a traffic collision and constitute an obstruction of traffic, involve Operator negligence, we impounded pursuant to a lawful arrest and/or have some other evidentiary value
- b. The Operator engaged to remove a disabled vehicle from the scene of an accident shall remove all liquid, glass and debris deposited upon the roadway as a result of the incident involving the disabled vehicle that is to be towed.
- c. CITY may occasionally require the removal of inoperable CITY vehicles within CITY limits and tow such vehicles to the appropriate CITY facility. Such services will be provided by TOW COMPANY at no charge for vehicles similar to a one-ton pickup and smaller. TOW COMPANY shall charge CITY a fixed rate for larger vehicles, as determined by the Escondido City Council.
- d. TOW COMPANY, at CITY's request, shall remove and impound up to 10 vehicles per week from private property or from the public right-of-way, which are declared abandoned by CITY. Such services will be provided at no cost to CITY. CITY will make reasonable attempts to remove abandoned vehicles during the hours of 6:00 a.m. – 10:00 p.m.
- e. TOW COMPANY shall respond to a non-injury accident scene to clean-up debris from the vehicles on scene.

14. Reporting Requirements.

- a. TOW COMPANY shall keep and maintain records of each vehicle towed at the request of the CITY for the duration of the contract period. These records shall be recorded on a monthly rotation report ("Monthly Report") in a form and manner approved by the CITY.
- b. CITY shall have the right to inspect and audit, without prior notification, TOW COMPANY records at reasonable times during normal working hours to determine compliance with these record-keeping requirements.

- c. TOW COMPANY shall submit the Monthly Reports to the CITY no later than the fifteenth day of each month. Monthly Reports shall cover services rendered during the preceding month. Vehicles being held over from the previous month must be included on the Monthly Report as part of the inventory until such time as the vehicle is subject to a lien, released or junked.
 - d. TOW COMPANY shall submit a quarterly financial report to the CITY on October 1st, January 1st, April 1st and July 1st of each quarter through the term of the Agreement ("Quarterly Report"). The report submitted on July 15th each year shall also include an annual summary of all items reported for the previous fiscal year. Quarterly Reports must be in a computer-generated format acceptable to CITY.
15. Audit and Inspection of Records. TOW COMPANY shall, during normal business hours, make all records, equipment and storage facilities available for periodic, unscheduled inspection by CITY. Records shall include TOW COMPANY's financial statements.
 16. Negligent Vehicle Impound Program (NVIP) Fees. The CITY will be responsible for collection of NVIP fees.
 17. Insurance. In addition to the insurance requirements addressed separately in this Agreement, TOW COMPANY shall maintain minimum insurance at the following levels:
 - a. Uninsured Motorist – Legal minimum, combined single limit.
 - b. On-hook Coverage / Cargo – Insuring the vehicle in tow with limits based on the size of the tow truck.
 1. Class A tow truck - \$50,000,
 2. Class B tow truck - \$ 100,000,
 3. Class C tow truck - \$ 200,000,
 4. Class D tow truck - \$ 250,000.
 - c. Garage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 - d. Garage Keeper's Liability – Shall be the same as on-hook coverage for vehicles in the care, custody and control of the TOW COMPANY in the storage yard.

- e. Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) – Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B and C shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

18. Impounded Vehicles.

- a. TOW COMPANY shall provide vehicle release services on a twenty-four-hours-a-day, seven-days-per-week basis. Any vehicle release effected outside the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (including legal holidays), is subject to the after-hours release fee contained in the CITY Council approved Fee Schedule.
- b. TOW COMPANY shall not release any vehicle impounded as the result of a Police Initiated Tow unless the claimant presents a valid, CITY-issued Vehicle Release Form, current registration, proof of insurance and an Impound Vehicle Payment Receipt. The CITY will determine which impounded vehicles require such releases. TOW COMPANY is responsible and liable for the release of any vehicle without a Vehicle Release Form. All vehicle lien sales must fully comply with California Civil Code Section 3072, and this agreement. In addition to any other provision of state or local law, TOW COMPANY agrees to comply with the following the lien sale of any vehicle:
 - 1. Remove and destroy the vehicles' license plates by cutting them in two pieces.
 - 2. Within five (5) days of the sale, submit a completed "Notice of Release of Liability" form to the Department of Motor Vehicles.
 - 3. Within ten (10) days of the sale, submit the two pieces of the destroyed plates to the CITY along with the copy of the "Notice of Release of Liability" form for each destroyed plate.
- c. If TOW COMPANY fails to perform any provision of paragraph 17.b. above, TOW COMPANY shall be liable to CITY in the amount of \$500 per violation.
- d. Repair and Alteration of Impounded Vehicles. TOW COMPANY shall not make any repairs or alterations of vehicles in their possession without the express written authorization of the

vehicle's registered owner, the registered owner's insurance carrier or a verifiable agent of the owner or insurance carrier unless necessary to tow the vehicle.

- e. Damage to Vehicle While in TOW COMPANY's Possession. CITY will provide a California Highway Patrol 180 Impound and Storage forms to Operators for police tows and impounds. TOW COMPANY shall be responsible for any damage occurring to the vehicle while in its sole possession and, therefore, damage not recorded on the CHP 180 damage assessment will be considered TOW COMPANY's responsibility. TOW COMPANY shall indemnify CITY for any and claims or lawsuits pertaining to damage which occurs to the vehicle after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows.
- f. Loss of Property While in TOW COMPANY's Possession. TOW COMPANY shall be responsible for all property belonging to that vehicle as identified by the content inventory and the CHP 180 form. Loss of property which occurs after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows will be the sole and undisputed responsibility of TOW COMPANY.

19. Complaint Procedure.

- a. All Customer Satisfaction/Complaint Forms as well as any other verbal or written complaints received by TOW COMPANY or initiated by CITY will be forwarded to the Traffic Sergeant of the Escondido Police Department Traffic Bureau and shall be investigated in a fair and impartial manner.
- b. The Traffic Sergeant or his/her designee will review, investigate, and adjudicate all complaints regarding Police Initiated Tows, related disputes, and customer complaints regarding the quality of service being provided by TOW COMPANY as measured by compliance with the terms and conditions of this Agreement, when appropriate.
 - 1. TOW COMPANY shall cooperate with the Escondido Police Department investigators during the course of an investigation. Should the filing of criminal charges be a possibility, the Escondido Police Department shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
 - 2. At the conclusion of the investigation of the complaint, applicable parties will be notified in writing of the outcome and any disciplinary action to be taken, notwithstanding any

limitations on the release of such information pursuant to California Penal Code sections §§ 832.5, 832.7, and 832.8, *et seq.* and California Evidence Code §§ 1043 through 1047.

20. Disciplinary Action. The CITY's Chief of Police may take disciplinary action against a TOW COMPANY for violations of this Agreement. TOW COMPANY agrees that failure by the any member of their respective organization, or their agent, to comply with the terms and conditions of this Agreement shall be cause for disciplinary action. Violations of this Agreement will be investigated and a disposition determined by the Chief of Police or his/her designee.
- a. The following will be used as a guide for action against an Operator for minor violations investigated and verified as true:
 1. 1st Violation - Written Reprimand
 2. 2nd Violation Within 12 Consecutive Months – 1 to 30 day rotation suspension
 3. 3rd Violation Within 12 Consecutive Months – 1 to 60 day rotation suspension
 4. 4th Violation Within 12 Consecutive Months – 1 to 90 day rotation suspension or termination for cause.
 - b. CITY's Chief of Police may suspend any Operator or TOW COMPANY if in his or her judgment the Operator or TOW COMPANY's conduct poses a danger to public safety, or there is evidence of criminal conduct, or if such conduct constitutes a gross violation of the terms and conditions of this Agreement. The suspension would remain in effect until the investigation is completed and a final disposition is reached. Dispositions may include termination of Agreement.
 - c. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
 - d. Any conviction of an employee of the TOW COMPANY involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs,

or moral turpitude shall be cause for suspension or removal of an employee, or denial of an Operator's application, or termination of the Agreement.

- e. A TOW COMPANY shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the TOW COMPANY'S possession.
 - f. A violation of the equipment requirement, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the CITY has inspected the equipment and concluded the TOW COMPANY is in compliance.
 - g. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (MCSU) shall be cause for suspension. The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the CITY.
 - h. Allowing an incompetent Operator to respond to a call shall be cause for disciplinary action of the TOW COMPANY.
21. Appeals. All actions involving this Agreement may be appealed to CITY's Chief of Police within ten (10) business days of written notification of disciplinary action. If requested, CITY shall schedule a hearing as soon as practical. When an appeal is filed, CITY shall make a determination whether to stay any disciplinary action based on the issues, facts and severity of the underlying violation. The hearing shall be conducted by the Chief of Police or his designee and the TOW COMPANY shall be entitled to present testimony and all relevant facts. Except for rules of privilege or other constitutional rights, the California rules of evidence may be used when considering introduction of any evidence. The decision of CITY's Chief of Police may be appealed to the CITY's City Manager within ten (10) business days after written notification of the decision of CITY's Chief of Police. The City Manager or his designee may schedule a second hearing or may review the administrative record before reaching a decision. The decision of CITY's City Manager is final, and there is no further administrative remedy available. Failure to file a written appeal within ten days of notification, shall constitute a waiver of all appeal rights and the decision is final.
22. CITY Department Errors and Omissions. When any vehicle has been ordered towed by CITY and it is established that the tow was in error through a mistake of fact, TOW COMPANY shall release the vehicle to its registered owner or another legitimate claimant at no cost. If an error by

CITY results in a vehicle being stored longer than it can reasonably be determined that it should have been, TOW COMPANY shall release the vehicle to the claimant, and bill the claimant only those storage charges that would have accrued if no error had occurred. In the case of erroneous towing, TOW COMPANY shall charge CITY 50% of the Basic Tow rate. In the case of erroneous extended storage, TOW COMPANY shall charge CITY \$2.00 per day for storage charges beyond the claimant's responsibility. However, if CITY can reasonably establish that the circumstances resulting in the error were beyond the control of CITY, neither CITY nor the claimant shall be liable for such charges.



Craig Carter
Chief of Police
1163 N. Centre City Pkwy.
Escondido, CA 92026
Phone: 760-839-4721 Fax: 760-745-3432
ccarter@escondido.org

**ATTACHMENT 1
FY 2014-2017
TOW FEE SCHEDULE**

Basic Tow *	\$190.00
Medium Duty **	\$200.00
Heavy Duty	\$250.00
Labor Rate per Hour – Basic ***	\$115.00
Labor Rate per Hour – Medium	\$145.00
Labor Rate per Hour – Heavy	\$175.00
After Hour Gate Fee	\$ 50.00
Outside Storage – Daily	\$ 45.00
Inside Storage – Daily	\$ 45.00
Police Tows to Junk	\$ 38.00
City Vehicles within County****	\$ 40.00
Negligent Vehicle Impound Fee	\$180.00
Stolen Vehicle Recovery fee released to R/O or Agent	
Impound fee	\$ 95.00
Storage fee (per day)	\$ 2.00

*Basic Tow Fee is for first hour of service

**Medium Duty Fee for vehicles one ton and over

***Labor per hour is for the hours following the basic tow

****City Fee for vehicles over 1-ton in city limits and any tow outside city limits



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Christopher McKinney, Director of Utilities
SUBJECT: Bear Valley Parkway Waterline Relocation Project

RECOMMENDATION:

The Utilities Department requests that the City Council approve a budget adjustment in the amount of \$530,000 from the Un-allocated Water Reserves to the Bear Valley Parkway Waterline Relocation Project (CIP 704405)

FISCAL ANALYSIS:

Funds in the amount of \$1,698,000 are available in the Bear Valley Parkway Waterline Relocation Project (CIP 704405). This action transfers additional funds to the Capital Improvements Budget in order fully fund the bid received by the County of San Diego for the waterline re-location.

COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

September 11, 2013, City Council authorized a Construction Cooperative Agreement with the County of San Diego (Resolution 2013-105), establishing responsibilities and reimbursement requirements between the City of Escondido and the County of San Diego for this construction, and approved a budget adjustment, in the amount of \$1,700,000, to fund the Bear Valley Waterline Replacement.

BACKGROUND:

The County of San Diego opened bids May 21, 2014 for the construction of the Bear Valley Parkway project. As part of this construction, the City has agreed to pay for the required re-location of the City waterline. The low bid for the overall county project is \$15M, of which \$2,220,000 is for the City's waterline relocation. The budget adjustment is to bring the project funding up to the amount of the bid received. (\$2,220,000)

Respectfully submitted,

Craig Whittemore (for Christopher McKinney)
Deputy Director of Utilities / Construction and Engineering



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: June 25, 2014
Department: Utilities
Division: Water
Project/Budget Manager: Paul Keck 6299
Council Date (if applicable): June 25, 2014
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes handwritten entries for 'Bear Valley Parkway, Waterline Re-location' and 'Un-allocated Water Reserves'.

Explanation of Request:

APPROVALS
Department Head [Signature] 6/16/2014
Finance [Signature] 6/16/14

City Manager
City Clerk

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Finance Director

SUBJECT: Award Request for Proposal for Vehicle Outfitting Services for Fleet Services Department

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-80 approving the award of Request for Proposal to American Emergency Products (AEP) from Santee, California in the amount of \$588,216.84 which includes equipment, sales tax, and labor.

FISCAL ANALYSIS:

Sufficient funds are available in the Fleet Service Vehicle Replacement Fund.

BACKGROUND:

Requests for proposals were mailed to thirteen bidders on April 24, 2014. On May 5, 2014, the City held a vendors conference at the Police and Fire Headquarters of which five bidders attended. At the vendors conference, the City provided two prototype vehicles and answered questions. On May 28, 2014, three proposals were received and opened. The results are as follows:

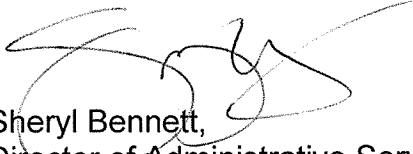
Vendor	Amount
American Emergency Products (AEP)	\$ 588,216.84
10-8 Retrofit Inc	615,897.44
911 Vehicle Inc	891,018.96

The purpose of the proposal is to outfit a variety of Ford trucks, vans, sedans, various fire and police equipment, procuring emergency equipment and lighting, installation services, and conversions of existing emergency equipment and lighting. The proposal contained detailed specifications, estimated annual quantities, and a two (2) year firm price contract beginning July 1, 2014 through June 30, 2016. With satisfactory performance and mutual agreement between the City and the awarded bidder, the City may extend the renewal for an additional three (3) one-year contracts for procuring and installing emergency lighting and equipment on City vehicles utilized by various City departments.

Award Request for Proposal for Vehicle Outfitting Services for Fleet Services Department
Page 2

Joe Goulart, Fleet Services Superintendent and Scott Walters, Police Sergeant have reviewed all proposals and recommend the award to American Emergency Products (AEP) from Santee, California as the lowest most responsive and responsible bidder who met the City's specifications

Respectfully submitted,



Sheryl Bennett,
Director of Administrative Services



Joan Ryan,
Assistant Finance Director

ESCONDIDO POLICE DEPARTMENT

INTER-OFFICE MEMO



TO: Joe Goulart

DATE: 6/3/2014

FROM: Sgt. Scott Walters (EPD Fleet Team)

SUBJECT: Request for Proposal 14-01 Vehicle Outfitting Services

After reviewing the Vehicle Outfitting Bids submitted by American Emergency Products, 911 Vehicle and 10-8 Retrofit, I am recommending the bid be awarded to American Emergency Products. The following factors were considered in this recommendation:

- American Emergency Products (AEP), 911 Vehicle and 10-8 Retrofit each complied with all City of Escondido bid specifications.
- AEP was the overall lowest bidder - 6% lower than 10-8 Retrofit and 42% lower than 911 Vehicle.
- AEP's contract labor rate is \$65/hour – 10-8 Retrofit \$65/hour, 911 Vehicle \$75/hour.
- AEP offers a 5 year labor warranty versus a 1 year labor warranty offered by 911 Vehicle and 10-8 Retrofit.
- AEP is located within San Diego County – 911 Vehicle is located in Anaheim and 10-8 Retrofit is located in Ontario.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Scott Walters", written in a cursive style.

Sgt. Scott Walters

DATE June 10, 2014

TO: Blanca Wolf, Purchasing Supervisor

FROM: Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Request for Proposal 14-01, Vehicle Outfitting Services

After reviewing the Vehicle Outfitting Services RFP received from American Emergency Products (AEP), 911-Vehicle, and 10-8 Retrofit, I recommend that the Outfitting Services RFP be awarded to American Emergency Products. American Emergency Products (AEP) was the overall lowest bid received on May 28, 2014. American Emergency Products (AEP) offered a five (5) year labor warranty while 911-Vehicle and 10-8 Retrofit only offered a one (1) year labor warranty. All three perspective vendors complied in all areas of the Vehicle outfitting services RFP specifications.

AEP has performed exclusive outfitting services on our Police and several Fire vehicles over the past five (5) years. Their superior customer service and exceptional outfitting services would be a benefit the City of Escondido.

RESOLUTION NO. 2014-80

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING CITY COUNCIL TO
APPROVE THE REQUEST FOR PROPOSAL
FOR VEHICLE OUTFITTING SERVICES FOR
THE FLEET SERVICES DEPARTMENT

WHEREAS, sufficient funds are located in the Fleet Services Vehicle Replacement Fund; and

WHEREAS, the City of Escondido duly published an invitation for requests for proposals for vehicle outfitting services for the Fleet Services Department; and

WHEREAS, on April 24, 2014, request for proposals for vehicle outfitting services for the Fleet Services Department were mailed to thirteen bidders; and

WHEREAS, on May 5, 2014, the City held a vendors conference at the Police and Fire Headquarters of which five bidders attended; and

WHEREAS, three proposals were received and opened on May 28, 2014; and

WHEREAS, the apparent lowest proposal submitted by American Emergency Products ("AEP") from Santee, California was determined to be the lowest most responsive and responsible bidder who met the City's bid specifications;

WHEREAS, staff recommends awarding the proposal to AEP in the amount of \$588,216.84; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the proposal to AEP.

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 City Council accepts the recommendation of staff and finds AEP to be the lowest most responsive and responsible bidder who met the City's proposal specifications.
3. That the City Council is authorized to approve on behalf of the City, the proposal award with AEP for vehicle outfitting services for the Fleet Services Department.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Director of Administrative Services
SUBJECT: Setting Special Tax Levy for Community Facilities District No. 2000-01
(Hidden Trails)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2014-74, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) (the "District") for Fiscal Year 2014/15.

FISCAL ANALYSIS:

A Special Tax is levied annually on land within Community Facilities District No. 2000-01 (Hidden Trails) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds for the District.

PREVIOUS ACTION:

The City Council approved the establishment of Community Facilities District No. 2000-01 (Hidden Trails) on September 20, 2000, and has annually adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2013-102 was adopted on July 24, 2013.

BACKGROUND:

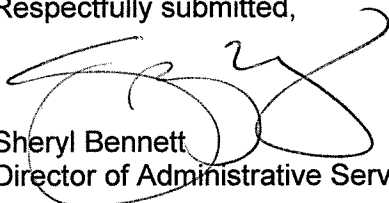
At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2000-01 (Hidden Trails) was formed for the purpose of acquiring certain backbone facilities including street, water and sewer facilities which were constructed with the Hidden Trails development. According to the Special Tax Report for Community Facilities District No. 2000-01 (Hidden Trails), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. Attached is the amount of the Maximum Special Tax and Proposed Actual Special Tax for Fiscal Year 2014/15.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2014/15 is also attached. As noted in the analysis, the 2014/15 Special Tax Levy requirement decreased by 8.07% in the amount of \$17,468.22 or an average of \$60.24 per parcel. Explanation of the levy decrease for the 2014/15 Fiscal Year is listed below:

- (1) Debt Service Requirements for the 2014/15 levy calculation, which consist of required Principal and Interest payments for the period from September 2, 2014, through September 1, 2015, decreased by a total of \$16,006.78. This decrease in annual debt service is primarily a result of the 2001 series refunding that occurred in July 2013.
- (2) Estimated Administrative Expenses for the 2014/15 levy calculation have been reduced by \$4,721, primarily due to identified reductions in estimated administrative expenses based on the analysis of actual prior year incurred expenses.
- (3) Beginning cash resources used in the calculation for the 2014/15 levy are \$3,259.37 less than the cash resources used in the prior year calculation. Actual cash resources available are estimated to be approximately \$35,000 greater than the \$151,565.63 amount utilized in the 2014/15 levy calculation; however, because the use of all available cash for the 2014/15 levy would result in very large variances in the levy from year to year, (a large levy decrease (25%) and then a subsequent year large levy increase) the additional \$35,000 in available cash resources will be used in 1/3 equal installments in each of the next 3 tax year levy calculations. The increase in the current year's available cash resources is a result of the elimination of the 2001 refunded issue's required reserve fund and the realization of an additional \$10,000 arising from the 2013 refunding bond's excess estimated cost of issue expense.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services

City of Escondido Hidden Trails CFD 2000-1
Analysis of Special Tax Levy Requirement
Tax Year 2014/15

	Prior Tax Year Tax Year 2012-13	Current Tax Year Tax Year 2013-14	Current Tax Year Tax Year 2014-15	\$ change from prior year	% change from prior year
Calculation of Annual Special Tax Levy :					
Annual Resource Requirements:					
Debt Service on Bond Issue :					
Interest Due: 09/01	78,785.00	76,825.00	45,565.63		
Principal Due: 09/01	70,000.00	75,000.00	95,000.00		
Interest Due: 03/01	76,825.00	53,413.04	44,615.63		
Interest Due: 09/01	76,825.00	45,565.63	44,615.63		
Principal Due: 09/01	75,000.00	95,000.00	100,000.00		
Total Principal and Interest Due for Annual Levy:	\$377,435.00	\$345,803.67	\$329,796.89	(\$16,006.78)	-4.63%
Additions to/(Withdrawals from) required Reserve					
Reserve Requirement at year end:	229,915.00	0.00	0.00		
less: Current Reserve Fund account balance:	(230,633.54)	0.00	0.00		
Reserve Requirement/(Surplus):*	(718.54)	0.00	0.00	\$0.00	0.00%
Estimated Annual Administrative Expense Requirements:	26,529.00	25,529.00	20,808.00	(\$4,721.00)	-18.49%
Total Estimated Annual Requirements:	\$403,245.46	\$371,332.67	\$350,604.89	(\$20,727.78)	-5.58%
Available Resources:					
Estimated available Cash Account balances at start of tax year:	(176,019.00)	(154,825.00)	(151,565.63)	\$3,259.37	-2.11%
Annual Special Tax Levy Requirement:	\$ 227,226.46	\$216,507.67	\$199,039.26	(\$17,468.41)	-8.07%
Proposed Levy as allocated among applicable parcels:	\$227,224.06	\$216,506.70	\$199,038.48	(\$17,468.22)	-8.07%
Average Levy per Dwelling Unit	\$783.53	\$746.57	\$686.34	(\$60.24)	-8.07%

RESOLUTION NO. 2014-74

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ACTING AS LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO.
2000-01 (HIDDEN TRAILS), PROVIDING FOR
THE LEVY OF AN ANNUAL SPECIAL TAX
FOR SUCH COMMUNITY FACILITIES
DISTRICT FOR FISCAL YEAR 2014-15**

WHEREAS, the City Council of the City of Escondido, California (the "Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as Community Facilities District No. 2000-01 (Hidden Trails) (the "District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2000-30 (the "Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax

year (the "Certified Parcel List") is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego (the "County Auditor") on or before August 10th of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2000-01 (Hidden Trails), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2014-15 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2014-15 are contained on Exhibit "A" attached to this resolution and incorporated by this reference. After adoption of this resolution, the Director of Administrative Services of the City, or Director of Administrative Service's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.

3. That the Director of Administrative Services is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10th, or such later date to which the County Auditor may agree, setting forth the

amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.

4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Escondido, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

Exhibit "A"

City of Escondido
Community Facilities District 2000-01
(Hidden Trails)

Special Tax Rates for Fiscal Year 2014/15

Land Use Categories	Description	Assigned Special Tax	Proposed Actual Special Tax*
Category 1**	Residential Property	\$0.39 per sq. ft.	\$0.25596 per sq. ft.
Category 2**	Other Property	\$2,861 per net acre	\$1,877.74 per net acre
Category 3	Undeveloped Property	\$3,290 per net acre	\$0.00 per net acre

* Special Tax rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy maybe reduced as directed by the Director of Finance.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Director of Administrative Services
SUBJECT: Setting Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2014-75, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2014/15.

FISCAL ANALYSIS:

A Special Tax is levied annually on land within Community Facilities District No. 2006-01 (Eureka Ranch) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds for the District.

PREVIOUS ACTION:

The City Council approved the establishment of Community Facilities District No. 2006-01 (Eureka Ranch) on September 27, 2006, and has annually adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2013-101 was adopted on July 24, 2013.

BACKGROUND:

At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2006-01 (Eureka Ranch) was formed to provide street, storm drain and sewer improvements as well as utility undergrounding within the Eureka Ranch development and East Valley Parkway area. According to the Special Tax Report for Community Facilities District No. 2006-01 (Eureka Ranch), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

Special Tax Levy for Community Facilities District 2006-01 (Eureka Ranch)

June 25, 2014

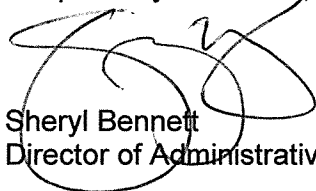
Page 2

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. Attached is the amount of the Maximum Special Tax and Proposed Actual Special Tax for Fiscal Year 2014/15.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2014/15 is also attached. As noted in the analysis, the 2014/15 Special Tax Levy requirement increased by 2.04 percent in the amount of \$24,703.93, or an average of \$73.09 per parcel. Explanation of the levy increase for the 2014/15 Fiscal Year is listed below:

- (1) Net available beginning cash resources for the 2014/15 levy calculation are \$14,490 less than the prior year.
- (2) Debt Service Requirements for the 2014/15 levy calculation, which consist of required Principal and Interest payments for the period from September 2, 2014 through September 1, 2015, increased by a total of \$8,334.
- (3) Estimated Delinquency Contingency for the 2014/15 levy calculation has been increased by \$1,980, based on the actual Fiscal Year 2013/14 delinquency rate of .77%. (Prior year rate was .62%)

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services

City of Escondido Eureka Ranch CFD 2006-1
 Analysis of Special Tax Levy Requirement
 Tax Year 2014/15

	Prior Tax Year Tax Year 2012-13	Current Tax Year Tax Year 2013-14	Current Tax Year Tax Year 2014-15	\$ change from prior year	% change from prior year
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Calculation of Annual Special Tax Levy :

Annual Resource Requirements:

Debt Service on Bond Issue :					
Interest Due: 09/01	428,805.00	420,795.00	412,263.75		
Principal Due: 09/01	360,000.00	375,000.00	390,000.00		
Interest Due: 03/01	420,795.00	412,263.75	403,196.25		
Interest Due: 09/01	420,795.00	412,263.75	403,196.25		
Principal Due: 09/01	375,000.00	390,000.00	410,000.00		
Total Principal and Interest Due for Annual Levy:	\$2,005,395.00	\$2,010,322.50	\$2,018,656.25	\$8,333.75	0.41%

Additions to (Withdrawals from) required Reserve Fund account:

Reserve Requirement at year end:	1,218,820.00	1,218,820.00	1,218,820.00		
less: Current Reserve Fund account balance:	(1,218,820.00)	(1,218,820.00)	1,224,855.07		
Transfers to Acquisition and Construction Fund*					
Reserve Requirement/(Surplus):	0.00	0.00	(6,035.07)	(\$6,035.07)	
Estimated Annual Administrative Expense	44,163.23	44,883.80	44,783.80	(\$100.00)	-0.22%
Contingency for Delinquency	18,233.11	7,461.67	9,441.88	\$1,980.21	26.54%
Total Estimated Annual Requirements:	\$2,067,791.34	\$2,062,667.97	\$2,066,846.86	\$4,178.89	0.20%

Available Resources:

Estimated available Cash Account balances at start of tax year:	(850,011.34)	(851,711.87)	(831,186.83)	\$20,525.04	-2.41%
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Annual Special Tax Levy Requirement:

	\$1,217,780.00	\$1,210,956.10	\$1,235,660.03	\$24,703.93	2.04%
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Proposed Levy as allocated among applicable parcels:
 338 levied parcels

	\$1,217,779.12	\$1,210,955.38	\$1,235,658.86	\$24,703.48	2.04%
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Average Levy per Dwelling Unit

	\$3,602.90	\$3,582.71	\$3,655.80	\$ 73.09	2.04%
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RESOLUTION NO. 2014-75

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ACTING AS LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO.
2006-01 (EUREKA RANCH), PROVIDING
FOR THE LEVY OF AN ANNUAL SPECIAL
TAX FOR SUCH COMMUNITY FACILITIES
DISTRICT FOR FISCAL YEAR 2014-15

WHEREAS, the City Council of the City of Escondido, California (the "Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as Community Facilities District No. 2006-01 (Eureka Ranch) (the "District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2006-32 (the "Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax

year (the "Certified Parcel List") is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego (the "County Auditor") on or before August 10th of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2006-01 (Eureka Ranch), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2014-15 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2014-15 are contained on Exhibit "A" attached to this resolution and incorporated by this reference. After adoption of this resolution, the Director of Administrative Services of the City, or Director of Administrative Service's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Director of Administrative Services is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10th, or such later date to which the County Auditor may agree, setting forth the

amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.

4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Escondido, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

Exhibit "A"

City of Escondido
Community Facilities District No. 2006-01
(Eureka Ranch)

Special Tax Rates for Fiscal Year 2014/15

Tax Class	Building Square Footage ("BSF")	Assigned Special Tax	Proposed Actual Special Tax *
Residential Property**:			
Tax Class 1	> 3,600	\$1.214 per BSF	\$1.0818 per BSF
Tax Class 2	3,251 – 3,600	\$1.275 per BSF	\$1.1362 per BSF
Tax Class 3	2,851 – 3,250	\$1.350 per BSF	\$1.2030 per BSF
Tax Class 4	2,551 – 2,850	\$1.407 per BSF	\$1.2538 per BSF
Tax Class 5	≤ 2,550	\$1.526 per BSF	\$1.3599 per BSF
Non-Residential Property**:			
Tax Class 6	NA	\$20,750.00 per Acre	\$18,491.43 per Acre
Undeveloped Property	NA	\$20,750.00 per Acre	\$0.00 per Acre

* Special Tax Rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Director of Finance.

ORDINANCE NO. 2014-12

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A DEVELOPMENT AGREEMENT
BETWEEN JOHN BOER & MARGIE BOER
AND THE CITY OF ESCONDIDO TO
AUTHORIZE CONSTRUCTION OF A 16-LOT
RESIDENTIAL SUBDIVISION IN THE NORTH
BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: SUB 13-0003

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

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

SECTION 2. That the City Council has reviewed and considered the Mitigated
Negative Declaration (City Log No. SUB 13-0003) and the Mitigation Monitoring Report
and has determined that all environmental issues associated with the project have been
addressed and no significant environmental impacts will result from approving this
agreement.

SECTION 3. That upon consideration of the staff report, Planning Commission
recommendation and all public testimony presented at the hearing held on this
agreement, this City Council finds that the Development Agreement is consistent with
the Escondido General Plan and the Growth Management Ordinance (Article 68) of the
Zoning Code.

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

ORDINANCE NO. 2014-13

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE JAY BARRY BAKER AND LEE
SPEIRS BAKER 1986 TRUST AND THE CITY
OF ESCONDIDO TO AUTHORIZE
CONSTRUCTION OF A 16-LOT RESIDENTIAL
SUBDIVISION IN THE NORTH BROADWAY
DEFICIENCY AREA

PLANNING CASE NO.: SUB 13-0010

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

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

SECTION 2. That the City Council has reviewed and considered the Mitigated
Negative Declaration (City Log No. SUB 13-0010) and the Mitigation Monitoring Report
and has determined that all environmental issues associated with the project have been
addressed and no significant environmental impacts will result from approving this
agreement.

SECTION 3. That upon consideration of the staff report, Planning Commission
recommendation and all public testimony presented at the hearing held on this
agreement, this City Council finds that the Development Agreement is consistent with
the Escondido General Plan and the Growth Management Ordinance (Article 68) of the
Zoning Code.

RENT REVIEW BOARD

For City Clerk's Use:

APPROVED DENIED

Reso No. RRB _____ file No. _____

Ord No. RRB _____

Agenda Item No.: 17

Date: June 25, 2014

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Barbara Redlitz, Director of Community Development

SUBJECT: Short-form Rent Increase Application for Carefree Ranch (File Number 0697-20-10001)

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Carefree Ranch.
- If approved, adopt Rent Review Board Resolution No. 2014-06 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.281% (an average of \$6.16) for the period of December 31, 2012 to December 31, 2013.

INTRODUCTION:

Carefree Ranch ("Park"), located at 211 N Citrus Avenue, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Carefree Ranch is a senior park which has a total of 184 spaces with 98 spaces subject to rent control. The Park is requesting an increase for the 98 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, or are vacant. The amenities available for the residents include a furnished clubhouse with kitchen, a pool and jacuzzi, work-out room, shuffleboard court, a guesthouse and coin laundry facilities.

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

PARK OWNER'S REQUEST:

The Park is requesting an increase of 75% of the change in Consumer Price Index for the period of December 31, 2012, to December 31, 2013. Seventy-five percent of the change in the CPI for the period of consideration is 1.281%. The average monthly rent for the residents that are affected by this application is \$481.02. The average monthly increase requested for the 98 spaces is \$6.16 per space, per month.

This is the eighteenth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in June 2013 for an average amount of \$5.50, per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on May 22, 2014 at 4:00 p.m. Three residents attended the meeting. The meeting was also attended by the Park Manager, Jim Younce, and City staff. The application and the short-form hearing procedures were reviewed with the residents in attendance. The resident representative from 2013 was re-elected to serve this year.

City staff reinforced the Rent Review Board's request that the park representative and resident representative meet at least 21 days before the Rent Review Board meeting to discuss park issues.

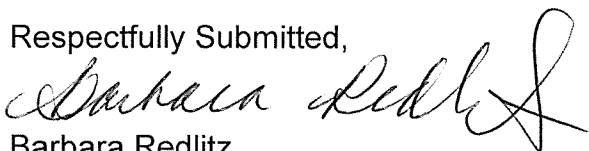
CODE ENFORCEMENT INSPECTION:

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

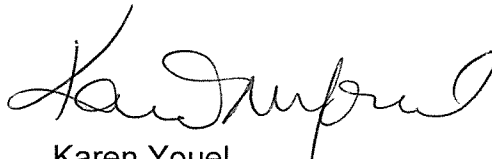
ADDITIONAL FACTORS AFFECTING THE APPLICATION:

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

Respectfully Submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst



DATE: MAY 29, 2014

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER

SUBJECT: CAREFREE RANCH MOBILEHOME PARK RENT CONTROL

Carefree Ranch Mobilehome Park was inspected on May 28, 2014, with the lighting inspection conducted the prior evening. This inspection was a result of an application for a rent increase having been filed. Three general violations and no lighting violations were found and noted in the attached inspection report.

The resident meeting was held May 22, 2014 and was attended by three residents. The resident representative report was turned in on the day of the inspection.

There was one code enforcement case (unpermitted feather flag) in this park during the past year.

CC: Barbara Redlitz, Director of Community Development
Karen Youel, Rent Control Administration



May 29, 2014

MOBILE HOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Carefree Ranch Mobile Home Park
211 N. Citrus Ave.
Escondido, CA. 92027

Park Owner: Carefree Ranch LLC
c/o Bart J. Thomsen
8 Pinehurst Ln.
Newport Beach, Ca. 92660

Park Manager: Jim Younce **Phone:** (760) 207-9727

Inspection Date: 5/28/2014 **Inspector:** Art Stephens

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

General Violations:

1. Repair the loose Jacuzzi ladder. **25 CCR 1608 (a) (6), 25 CCR 1608 (i).**
2. Service the expired fire extinguisher in the laundry room. **EMC 29-43 & 25 CR 1605(L).**

3. Submit plans and obtain an electrical permit to remove the two 110 volt electrical extension cords from the junction box located at the S/E corner of the park. These light fixtures require hard wired U/L approved conduit designed for below ground installation. Contact this officer to schedule a pre-inspection with a Building Inspector before submitting plans. **25 CCR 1102 (a) & 25 CCR 1018 (a).**

Areas of the park requiring illumination per 25 CCR 1108:

(Lighting Inspection conducted the evening of 5-27-14)

No lighting violations noted.

RESOLUTION NO. RRB 2014-06

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD
MAKING FINDINGS AND GRANTING A RENT
INCREASE FOR CAREFREE RANCH
MOBILEHOME PARK

(File Number: 0697-20-10001)

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

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

WHEREAS, a short-form Rent Increase Application was filed pursuant to Section 12 of the Rent Review Board Guidelines and accepted on May 6, 2014, by Bart Thomsen, the owner of Carefree Ranch Mobilehome Park ("Park"). The Park is located at 211 N. Citrus in Escondido. The rent increase applies to 98 of the 184 spaces in the Park; and

WHEREAS, this is the eighteenth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the board at a Rent Review Board Hearing held on June 26, 2013, and formally adopted by Rent Review Board Resolution 2013-04. The increase requested was for 1.163%, or approximately \$5.50 per space, per month; and

WHEREAS, at this time, the average monthly space rent is approximately \$481.02 for the 98 spaces subject to the rent increase. The Park owner requested a

rent increase in the amount of 75% of the change in the Consumer Price Index ("CPI") for the period of December 31, 2012, through December 31, 2013, in accordance with the Rent Review Board short-form policy guidelines. The application estimated this amount to be an average of \$6.16 (1.281%) per space, per month; and

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

WHEREAS, on May 28, 2014, a Mobilehome Park Rent Control Code Enforcement Inspection Report ("Inspection Report") was completed. The Inspection Report noted Health and Safety Code violations in the Park; and

WHEREAS, on June 25, 2014, the Board held its public hearing. After an initial presentation, the Board invited testimony from Park ownership, residents of the Park and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an average rent increase of \$6.16 per space, per month, for the 98 spaces which are subject to rent control,

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

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the short-form Guidelines

("Guidelines").

3. That following the Guidelines, an increase based on 75% of the change in the Consumer Price Index ("CPI") for San Diego County from December 31, 2012, through December 31, 2013, amounted to 1.281%, which averaged \$6.16 per space, per month, for the 98 spaces that are subject to rent control.

4. The Board concluded that an increase of \$6.16 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

5. That the increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection.

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 18

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Zone Change and Tentative Subdivision Map Case No. PHG13-0003 & SUB13-0001

STAFF RECOMMENDATION: It is requested that the City Council adopt Ordinance No. 2014-14 approving the Zone Change from RE-30 to RE-20, and adopt Resolution No. 2014-95 certifying the Mitigated Negative Declaration prepared for the project and approving the Tentative Subdivision Map.

PROJECT DESCRIPTION: A proposed Change of Zone from RE-30 (Residential Estates, 30,000 SF minimum lot size) to RE-20 (Residential Estates, 20,000 SF minimum lot size) for twenty-one (21) parcels, in conjunction with a Tentative Subdivision of two of these parcels totaling 7.41-acres into six (6) residential lots with easement access and off-site utility improvements in Cranston Drive.

LOCATION: Located on the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26)

FISCAL ANALYSIS: None

ENVIRONMENTAL REVIEW: Mitigated Negative Declaration (City Log No. ENV13-0004) was issued for the project on February 5, 2014, and the public review period ended on March 3, 2014, in conformance with CEQA Section 21080(c) (2). In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.

GENERAL PLAN ANALYSIS: The General Plan land-use designation for the area of zone change and tentative subdivision is E2 (Estate II), which allows up to 2 dwelling units per acre, based on slope, and requires a minimum lot size of 20,000 SF. The proposed zoning of RE-20 is consistent with the Estate 2 designation, as is the existing RE-30 zoning. A slope analysis of the proposed subdivision property indicates that, up to 6.44 dwelling units would be permitted on site. Therefore, the proposed Subdivision Map with a total of 6 lots and a minimum lot size of 20,000 SF is consistent with the General Plan.

PLANNING COMMISSION: On May 27, 2014, the Planning Commission concurred (6-0, Watson absent) with staff's recommendation and unanimously recommended approval of the proposed Change of Zone, Tentative Subdivision Map and Mitigated Negative Declaration.

BACKGROUND: The proposed six-lots rely on approval of the Zone Change from RE-30 to RE-20, which requires approval by the City Council. The tentative subdivision property is 7.41-acres in size with three existing residences and two detached two-car garages built in the County around 1956-58 that are to remain. The Zone Change would also include sixteen parcels to the north and three parcels to the west of the subdivision, all of which are developed with single-family residences. None of these lots would be able to subdivide under the proposed RE-20 zoning. Access to the subject site is currently provided by an existing driveway located off of Cranston Drive. The driveway would be improved and widened to thirty-two (32) feet of pavement within a forty (40) foot wide panhandle and access and utility easement.

The three existing residences on site are currently on septic, and will be conditioned to connect to the new sewer and water mains in Cranston Drive. The existing 6-inch waterline must be upsized to a 12-inch waterline and be extended south approximately 500 feet to tie into an existing line just past Citracado Parkway in order to provide the necessary fire flow (2,500 GPM) required by the fire department. The existing 6-inch line in Cranston Drive would be abandoned after the new 12-inch line is constructed and all affected property owners are connected to the new 12-inch line.

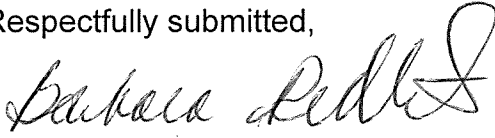
Analysis: The Zone Change would include sixteen (16) parcels to the north and three (3) parcels to the west of the subdivision (approximately 16.93-acres), all of which are developed with single family residences; seventeen of these parcels are currently nonconforming since they are below the minimum 30,000 SF lot size of the existing RE-30 zone. The twenty-one (21) parcels proposed to be rezoned (including the property to be subdivided) range in size from 12,156 SF to 2.96 AC, with 12 parcels over 20,000 SF. The remaining nine parcels range in size from 12,156 SF to 19,907 SF. Should the zone change be approved, 12 parcels would be in conformance with the new minimum lot size of 20,000 SF, and the nine other parcels would be closer to conformance with the General Plan and the RE-20 zoning. No lots included in the zone change area, other than the proposed subdivision, are able to subdivide under the proposed RE-20 zoning. The General Plan indicates that the zoning designations should be applied in consideration of the surrounding zoning pattern of the area to ensure compatibility with land use designations. Therefore, the proposed zone change would result in a logical and consistent boundary between zoning designations and would result in a zoning more appropriate to the existing developed lot sizes.

The design of the six proposed lots is in conformance with the minimum requirements of the proposed RE-20 zone for lot size, lot width and easement access. The conceptual grading plan and pad area shown on the tentative subdivision map demonstrates that a reasonable-sized residences and on-site parking can be provided on each lot, while maintaining required setbacks and grading standards. The private road off of Cranston Drive is an unclassified private residential street that does not allow for parking on the street. The driveway would be improved and widened to thirty-two feet within a forty (40) foot wide access and utility easement. A cul-de-sac would be constructed at the eastern end of the private road to provide adequate turn-around area. Extending the road further east is not necessary.

PUBLIC COMMENT: There was one adjacent property owner located on Cranston Crest who spoke at the Planning Commission expressing his desire to maintain the gate to his backyard that is adjacent to the Subdivision. Staff informed the resident that there was no condition to require removal of the subject gate.

SUMMARY: Staff recommends approval of the project, since the Zone Change and Tentative Subdivision would be consistent with the General Plan Estate II land use designation and surrounding properties, the proposed subdivision lots would meet all applicable development standards of the RE-20 zone, the easement access would be maintained by the owners, and adequate utility services will be available with the extension of the sewer and water mains as conditioned.

Respectfully submitted,



Barbara Redlitz, AICP
Director of Community Development



for
Darren Parker
Assistant Planner II

**DRAFT COPY
FOR STUDY ONLY**

CITY OF ESCONDIDO

**MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION**

May 27, 2014

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Weber in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Bob McQuead Vice-chairman; Jeffery Weber, Chairman; Ed Hale, Commissioner; Guy Winton III, Commissioner; James Spann, Commissioner; and Gregory Johns, Commissioner.

Commissioners absent: Merle Watson, Commissioner.

Staff present: Bill Martin, Principal Planner; Jay Petrek, Assistant Planning Director; Homi Namdari, Assistant City Engineer; Gary McCarthy, Senior Deputy City Attorney; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Winton, seconded by Commissioner Hale, to approve the minutes of the April 22, 2014, meeting. Motion carried unanimously. (6-0)

WRITTEN COMMUNICATIONS – Received.

FUTURE NEIGHBORHOOD MEETINGS – Received.

ORAL COMMUNICATIONS – None.

PUBLIC HEARINGS:

- 1. ZONE CHANGE, SUBDIVISION MAP AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION – PHG 13-0003; SUB 13-0001 AND ENV 13-0004:**

REQUEST: A request for a change of zoning for twenty-one (21) parcels from RE-30 Zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size), in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots, ranging in size from 20,210 SF to 31,237 SF, and off-site improvements to the existing water mains in Cranston Drive (approximately 500 feet) which will extend south just past Citracado Parkway. Said project is located in the RE-30 zone

(Residential Estates, 30,000 SF minimum lot size) and the Estate II (E2) General Plan Land Use designation

PROPERTY SIZE AND LOCATION: Approximately 7.41-acres, located on the east side of Cranston Drive, just north of Citracado parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26)

Jay Petrek, Assistant Planning Director, referenced the staff report and noted staff issues were whether the proposed Zone Change from RE-30 to RE-20 was appropriate, and the appropriateness of the project design, grading, and whether the proposed subdivision would be compatible with the surrounding development. Staff recommended approval based on the following: 1) Staff felt that the Zone Change from RE-30 zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size) was appropriate since the proposed zoning designation would be consistent with the current Estate II (E2) General Plan designation, and with the surrounding properties and existing pattern of development; 2) Staff felt the proposed six lots, would be consistent with surrounding development patterns and lot sizes; adequate parking could be provided on each lot; sufficient fire access could be maintained, and no grading exemptions were needed. The access easement would not adversely impact any native vegetation or mature trees and would be in the same location as the existing driveway; and 3) The proposed lots would meet all requirements of the proposed RE-20 zone, including minimum lot size, lot frontage, and lot width.

Commissioner McQuead and staff discussed the sewer conditions.

Armin Luther, Escondido, noted that his property was located on Cranston Crest and questioned whether he could maintain the gate to his back yard in conjunction with the subject request. Mr. Martin noted that staff had no condition to require removal of the subject gate.

ACTION:

Moved by Commissioner Winton, seconded by Commissioner Johns, to approve staff's recommendation. Motion carried unanimously. (6-0)

2. TENTATIVE MAP, GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT – SUB 13-0003:

REQUEST: A proposed Tentative Subdivision Map with 16 single-family residential lots and seven grading exemptions for fill slopes up to 13 feet in height on a 4.63-acre parcel (Boer Property) on the southern side of Stanley Avenue in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,013 SF to 11,830 SF. Access to the

PLANNING COMMISSION

Agenda Item No.: G.1
Date: May 27, 2014

CASE NUMBER: SUB 13-0001, PHG 13-0003 & ENV 13-0004

APPLICANT: Bill Yen & Associates- Applicant; Scott & Jo Anne Arens- Property Owner

LOCATION: Located on the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26)

TYPE OF PROJECT: Zone Change and Subdivision Map

PROJECT DESCRIPTION: A request for a Zone Change from RE-30 zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 (Residential Estates, 20,000 SF minimum lot size) for twenty-one (21) parcels, in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots, with easement access, and off-site improvements to the existing water mains in Cranston Drive.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Estate II

ZONING: R-30 zone (Residential Estates, 30,000 SF minimum lot size). Proposed zone change to RE-20 zone (Residential Estates, 20,000 SF minimum lot size)

BACKGROUND/SUMMARY OF ISSUES: The applicant is proposing a Zone Change on the site and surrounding area to RE-20 (Residential Estates, 20,000 SF minimum lot size), to be consistent with the Estate II (E2) General Plan designation, in conjunction with a proposed subdivision to create six lots. The subject property is 7.41-acres in size with three (3) existing residences and two detached garages built in the County around 1956-58 that are to remain. The Zone Change would include sixteen parcels to the north and three parcels to the west of the subdivision, all of which are developed with single-family residences. None of these lots would be able to subdivide under the proposed RE-20 zoning. Access to the subject site is currently provided by an existing driveway located off of Cranston Drive. The driveway would be improved and widened to thirty-two (32) feet of pavement within a forty (40) foot wide access and utility easement.

The three existing residences on site are currently on septic, and will be conditioned to connect to the new sewer and water mains in Cranston Drive that will need to be upsized from a 6" waterline to a 12" waterline and extend south approximately 500 Feet to tie into an existing line just past Citracado Parkway to provide the necessary fire flow (2,500 gpm) required by the fire department. The existing 6" line in Cranston Drive would be abandoned after the new 12" line is constructed and all affected property owners are connected to the new 12" line.

Staff feels that the Issues are as follows:

1. Whether the proposed Zone Change from RE-30 to RE-20 is appropriate.
2. Appropriateness of the project design, grading, and whether the proposed subdivision would be compatible with the surrounding development.

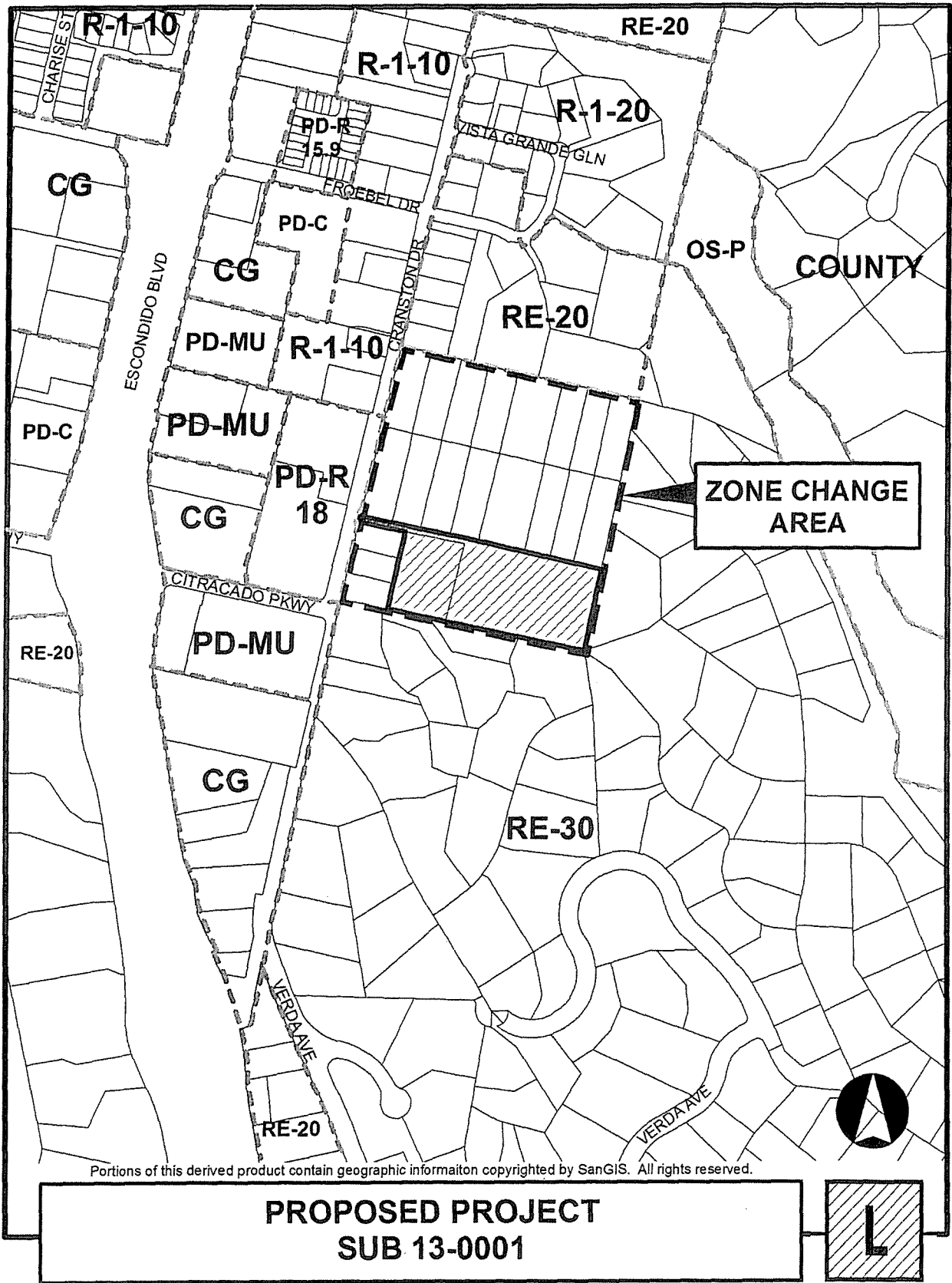
REASONS FOR STAFF RECOMMENDATION:

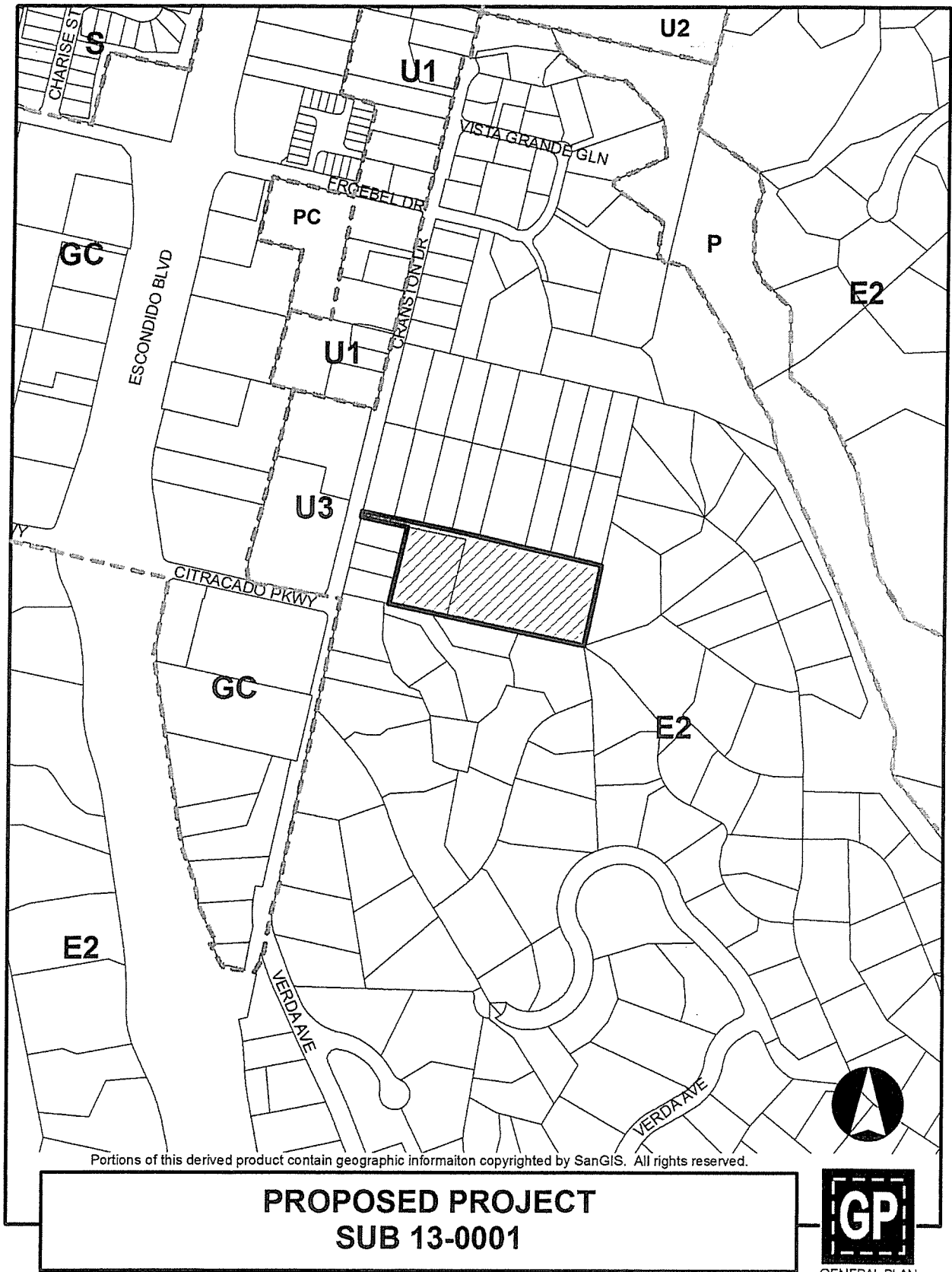
1. Staff feels that the Zone Change from RE-30 zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size) is appropriate since the proposed zoning designation is consistent with the current Estate II (E2) General Plan designation, and with the surrounding properties and existing pattern of development.
2. Staff feels the proposed six lots, would be consistent with surrounding development patterns and lot sizes; adequate parking can be provided on each lot; sufficient fire access can be maintained, and no grading exemptions are needed. The access easement will not adversely impact any native vegetation or mature trees and will be in the same location as the existing driveway.
3. The proposed lots would meet all requirements of the proposed RE-20 zone, including minimum lot size, lot frontage, and lot width.

Respectfully submitted



Darren Parker
Assistant Planner II



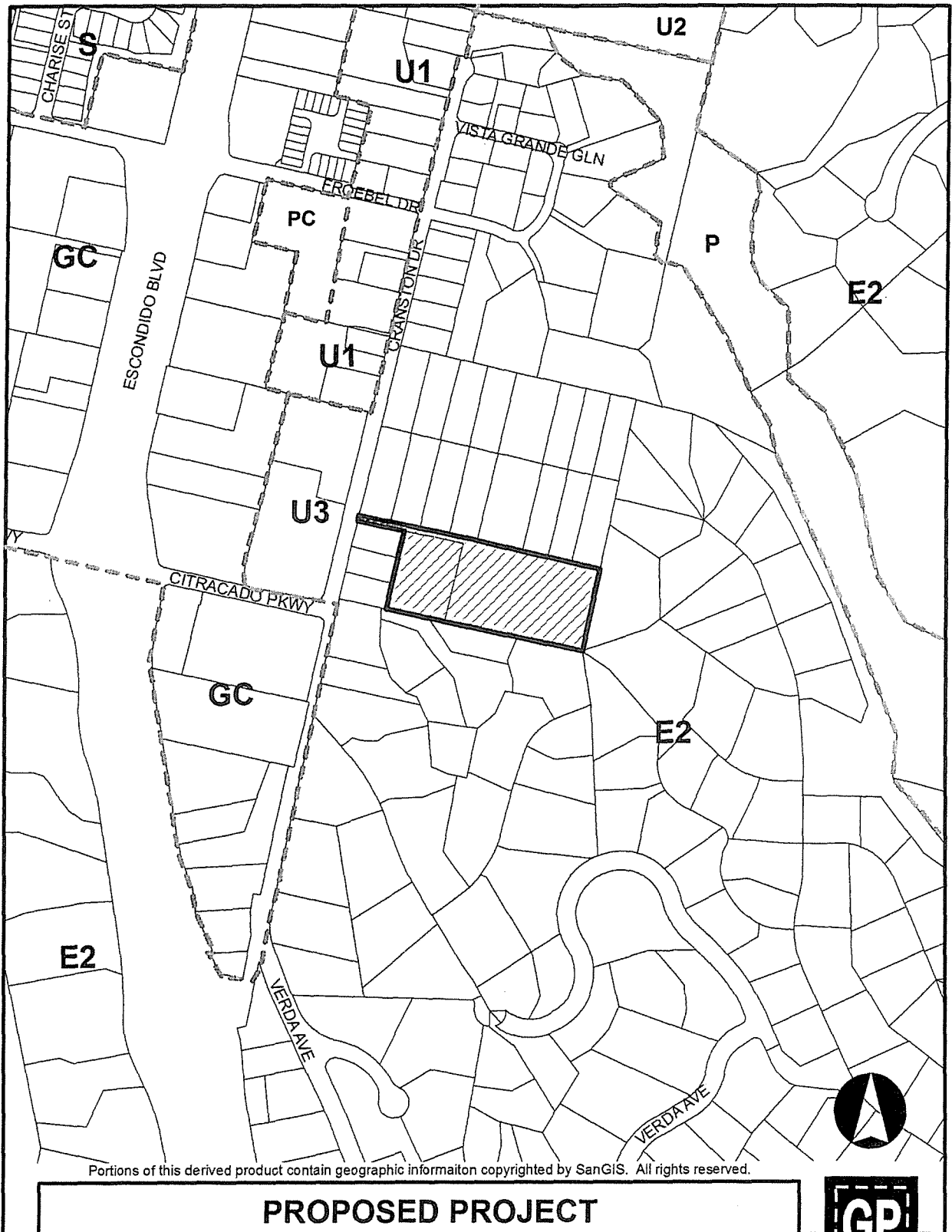


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PROPOSED PROJECT
SUB 13-0001



GENERAL PLAN

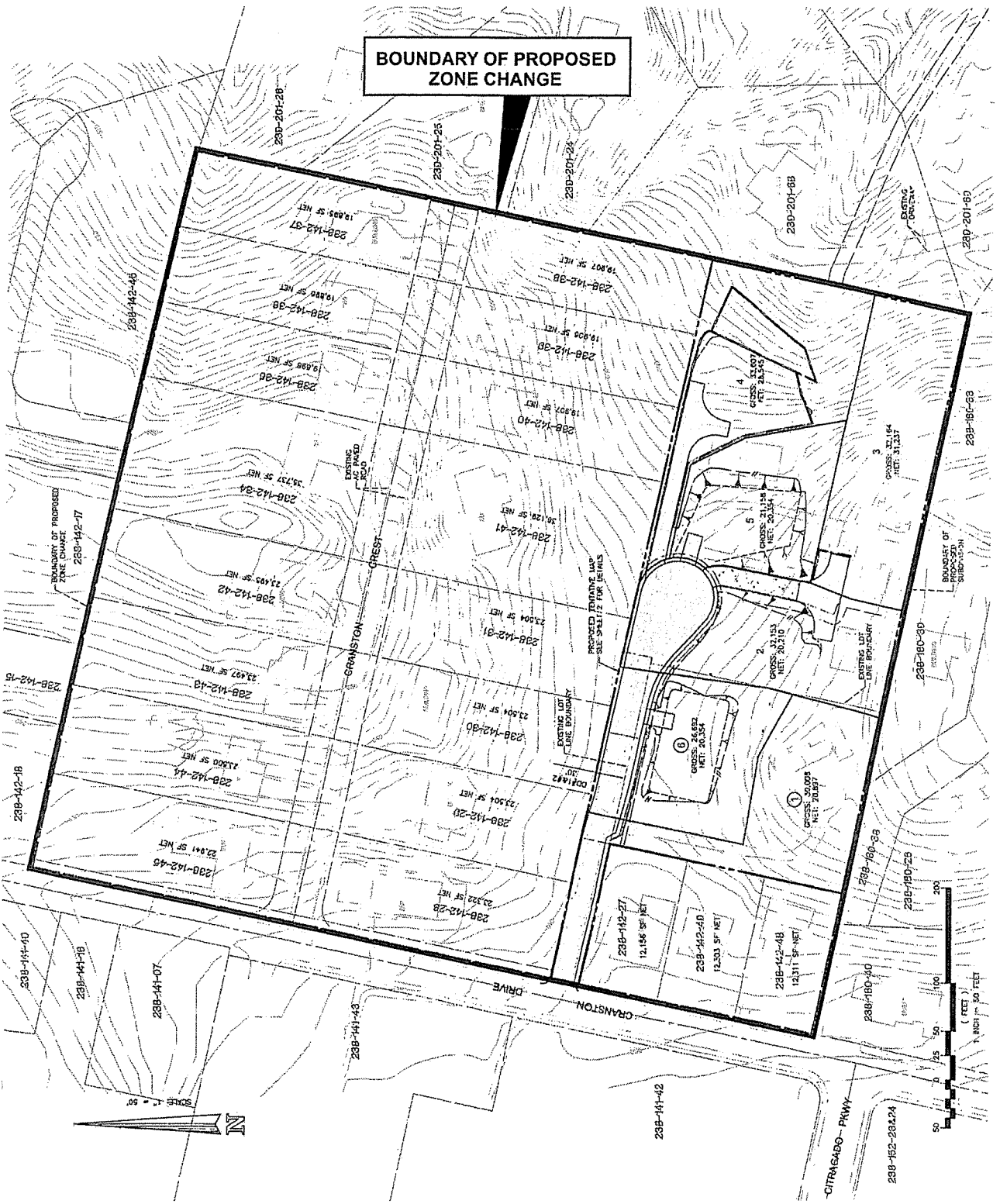


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**PROPOSED PROJECT
SUB 13-0001**



SUB 13-0001 ZONE CHANGE AND TENTATIVE MAP - APN 238-142-25 & 26



PROPOSED PROJECT
SUB 13-0001



SITE PLAN

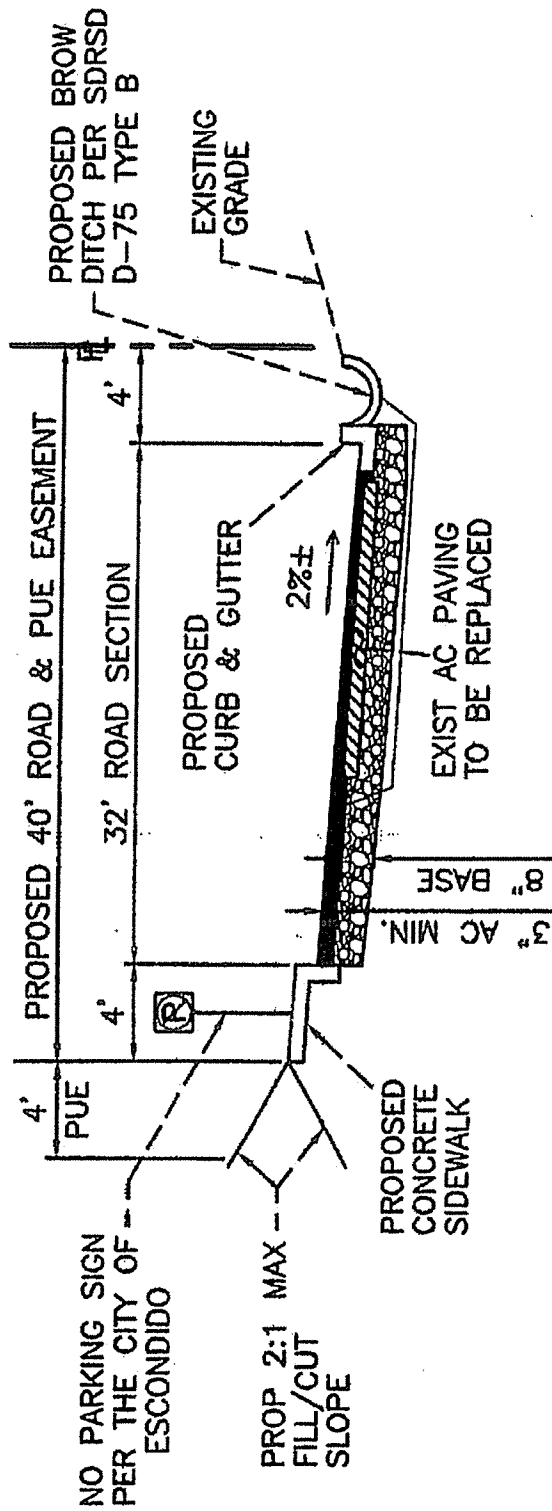
SUB 13-0001 ZONE CHANGE AND TENTATIVE MAP - APN 238-142-25 & 26



PROPOSED PROJECT
SUB 13-0001



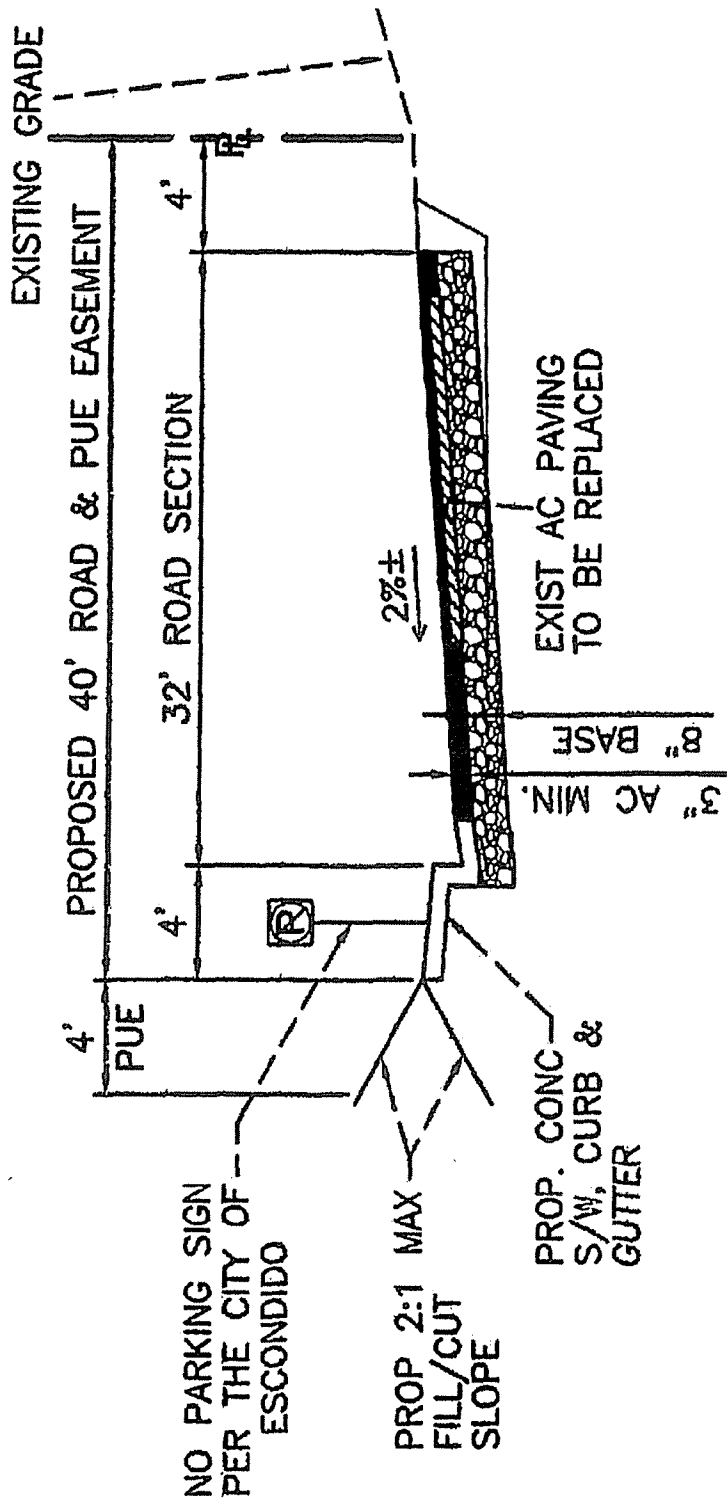
SITE PLAN



SECTION A-A: ONSITE PRIVATE STREET
NO SCALE

**PROPOSED PROJECT
SUB 13-0001**

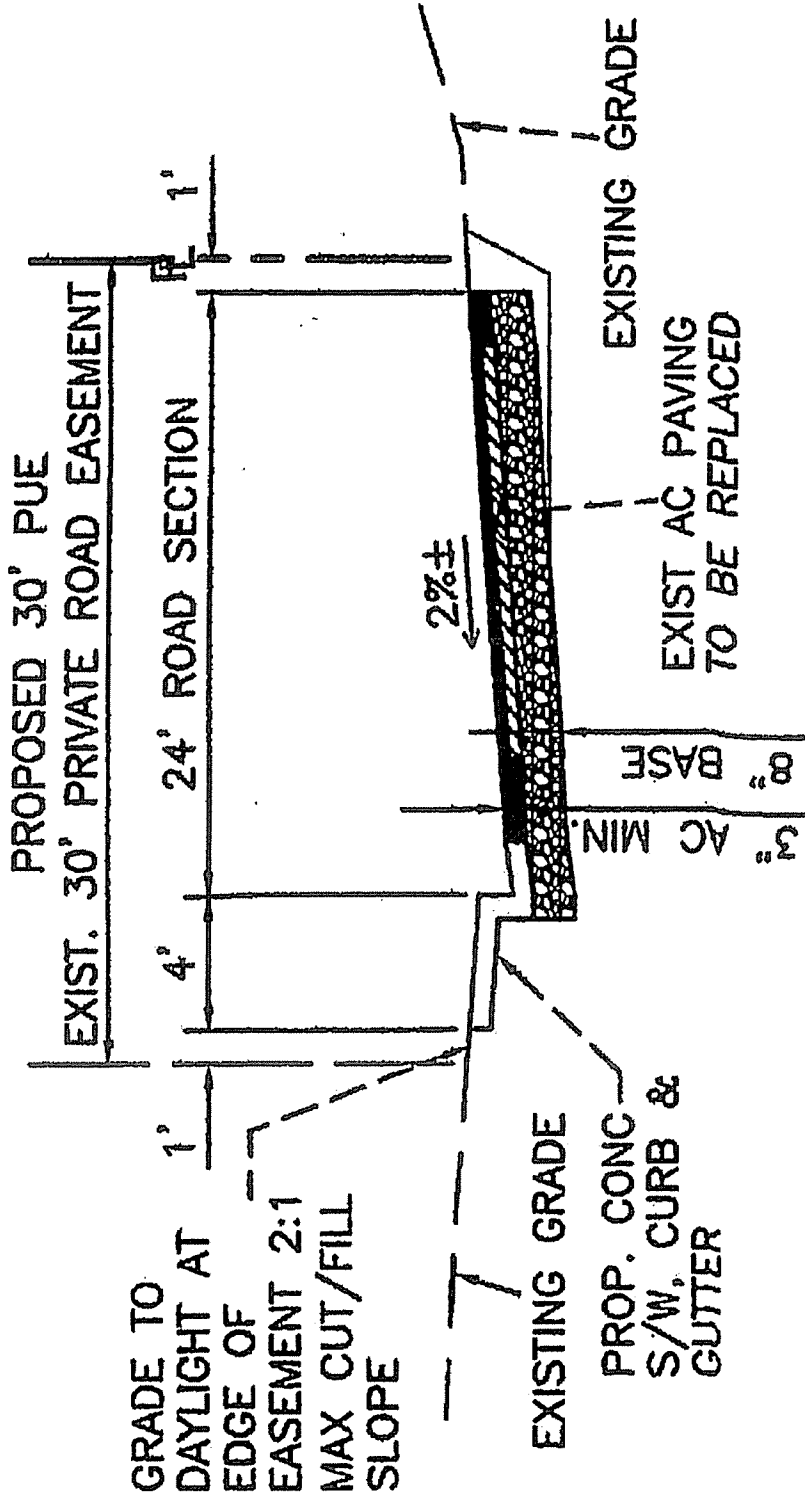
SECTION



SECTION B-B: ONSITE PRIVATE STREET
NO SCALE

**PROPOSED PROJECT
SUB 13-0001**

SECTION



SECTION C-C: OFFSITE PRIVATE STREET
NO SCALE

PROPOSED PROJECT
SUB 13-0001

SECTION

ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

- NORTH** - RE-30 zone (Residential Estates, 30,000 SF minimum lots size) immediately to the north of the subject site are sixteen (16) existing single-family residences, on lots ranging in size from 19,906 to 36,129 SF and at a slightly higher elevation than the subject site. The zoning for these 16 lots would be changed to RE-20 if the request is approved.
- SOUTH** - RE-30 zone (Residential Estates, 30,000 SF minimum lots size) immediately to the south of the subject site are several existing single-family residences on lots ranging in size from 20,000 to 40,000+ SF and are at a higher elevation than the subject site. Access to several of these residences is taken off of a private road off of Cranston Drive.
- EAST** - RE-30 zone (Residential Estates, 30,000 SF minimum lots size) directly to the east of the subject site is one single-family residence on 1.37-acres at a lower elevation than the subject site. Ornamental landscaping separates the two properties
- WEST** - RE-30 zone (Residential Estates, 30,000 SF minimum lot size) directly to the west of the subject site are three existing single-family residences on lots ranging from 12,156 SF to 12,311 SF. These properties are at a lower elevation than the subject site, and are part of the area proposed for the zone change to RE-20. The zoning for these three lots would be changed to RE-20 if the request is approved. Further west, across Cranston Drive is a multi-family development in the PD-R-18 zone (Planned Development Residential, allows 18 units per acre).

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Polices Service –The Police Department has expressed no concern regarding its ability to provide service to the site.
2. Effect on Fire Service —the Escondido Fire Department expressed no concern relative to their ability to provide service to the site or relative to the 40-foot width of the road and utility easement proposed. The Fire Department will require one new fire hydrant to be installed on site adjacent to Parcel 2 on the south side of the proposed easement. An emergency vehicle turn-around will be provided at the end of the easement. The Fire Department will require both sides of the 40-foot road easement to be painted for “No Parking- Fire Lane.” A new 12” waterline in Cranston Drive shall be installed to provide adequate water service and fire flow to the proposed development. The subdivision (six lots) has been identified as being within a High Fire Severity Zone, so it will be conditioned to provide fire protection for both existing and new residences (example: fire sprinklers, enhanced construction, etc.).The area is currently served by Fire Station No.5, located at 2319 Felicita Road
3. Traffic – There will be no project impacts to the circulation system that would result in degradation of the existing Level of Service (LOS) for this area. The proposed project will take access off of Cranston Drive which is classified as a Residential Street with a 56-foot right of a way. A private road easement (32 wide, pavement with a 4’ sidewalk on one side and no parking on either side) and cul-de-sac will be constructed off of Cranston Drive. Based on SANDAG trip generation rates for the San Diego Region, the proposed development of three additional SFR is anticipated to generate 12 trips per dwelling unit, or up to 36 Average Daily trips (ADT). The Engineering Department has indicated that this project would not materially degrade the levels of service on the adjacent streets or intersections
4. Utilities – Water and sewer service can be provided to the site by the City of Escondido with nominal extensions. Sewer service can be provided to the project with nominal extensions of nearby facilities. The three (3) existing residences on site are currently on septic, and will be conditioned to connect to the new sewer and water mains within Cranston Drive. Water service shall be provided by Escondido Municipal Water District from a main in Cranston Drive that will need to be upsized from a 6” waterline to a 12” waterline and extend south approximately 500 feet to tie into an existing line just past Citracado Parkway.

5. Drainage – The project site is not located within the 100-year flood zone as designated on current flood insurance rate maps. Additionally there are no significant drainage courses within the subject property. Runoff from the project would be directed towards the adjoining public street or other approved drainage facility. The project does not materially degrade the levels of service of the existing drainage facilities.

C. ENVIRONMENTAL STATUS

1. A Mitigated Negative Declaration was issued for the proposed project on February 5, 2014. The findings of the analysis identified Biology, Utilities and Service System impacts as potentially significant, but with mitigation measures (included in the Conditions of Approval) would reduce these impacts to a less than significant level.

The project site includes eighteen (18) oak trees on site, which is considered a protected tree under the City Tree Preservation Ordinance. The majority of the trees would be retained on site and two of the oak trees will be removed. The removal of the two oak trees will be replaced at a minimum 2:1, which has been conditioned as part of the project. Since the removal of the oak trees would be conditioned to be replaced the loss of mature trees would be less than significant.

The three existing residences on site are currently on septic and will be conditioned to connect to the new sewer and water mains in the easement road. The existing waterline in Cranston Drive would need to be upsized from a 6" waterline to a 12" waterline to provide the necessary fire flow (2500 gpm) required by the Fire Department.

In order to provide adequate sewer service to Parcel 4 since the lot is not able to gravity flow to the new sewer main in the street, the City's Utilities Department is requiring Parcel 4 to install a private sewer force main and private sewer pump, which will allow the future owner of Parcel 4 to pump uphill to the sewer main in the access easement.

With the implementation of the mitigations measures for the project related to Biology, Utilities and Service System, the project impacts will be reduced below the level of significance.

2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.

D. CONFORMANCE WITH CITY POLICY

General Plan-

The General Plan land use designation on site is Estate II (E2), which allows up to 2 dwelling units per acre, based on slope, and requires a minimum lot size of 20,000 SF. The proposed lot sizes, ranging from 20,210 SF to 31,237 SF and the project density of .80 du/acre (6 units on 7.41 acres) are consistent with the Estate II (E2) General Plan designation. A slope analysis of the property indicates that, based on slope categories, up to 6.44 dwelling units are permitted on site. The proposed Subdivision Map is consistent with the General Plan. The 16 parcels to the north and the 3 parcels to the west also have Estate II (2) General Plan Designation.

Whether the Proposed Zone Change from RE-30 to RE-20 is Appropriate:

The applicant is proposing to change the zoning of twenty-one (21) parcels from RE-30 (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates 20,000 SF minimum lot size) in conjunction with a proposed subdivision of two parcels into six residential lots. The zone change to RE-20 would be in conformance with the current General Plan Land Use designation of Estate II (E2), which requires a minimum lot size of 20,000 SF. Out of the twenty-one (21) parcels being rezoned ten (10) of them would be in conformance with the 20,000 SF minimum lot size and the eleven other parcels ranging in size from 12,156 SF to 19,909 SF would be closer to conformance with the General Plan and the RE-20 zoning. No lots included in the zone change area, other than the proposed subdivision, are able to subdivide under the proposed RE-20 zoning. The General Plan indicates that zoning designations should be applied in consideration of the surrounding zoning pattern of the area to ensure compatibility with land use designations. The proposed change would result in a consistent and logical boundary between zoning designations and would result in a zoning more appropriate to the existing developed lot sizes, bringing ten properties into conformance.

Staff feels the proposed Zone Change is appropriate, since the General Plan designation on the site and the surrounding properties is Estate II (E2).

Appropriateness of the Project Design, Grading, and Whether the Proposed Subdivision would be Compatible with the Surrounding Development.

The proposed subdivision is relatively flat with a slight topographic rise to the south of the property where three existing residences will remain. The subject site is completely surrounded on all sides by single-family residences ranging in size from 12,156 SF to 40,000 SF. The proposed subdivision proposes lot sizes ranging in size from 20,210 SF to 31,237 SF which would be similar in size to surrounding developments. The sixteen lots to the north which are part of the proposed zone change are at higher elevation than the subject site. The rear yards of the lots to the north will abut the access easement. A six-foot high fence separates these lots and the subject property which is to remain. The three lots to the west which currently do not conform to the current zoning are at lower elevation than the subject site which takes access off of Cranston Drive. The rear yard of these lots will abut the side yards of the proposed subdivision. Grading for the proposed six lot subdivision will be in conformance with the City's Grading Ordinance and no grading exemptions will be required. Adequate drainage shall be provided and in conformance with the City Engineering Design Standards.

Access to the site is provided off of Cranston Drive, which is classified as a residential street. Improvements along Cranston Drive will not be required since improvements have already been constructed to the City's Design Standards. However, the project will be required to improve the driveway approach off of Cranston Drive to City Standards. A private road easement (32' wide, with a 4' sidewalk on one side and not parking on either side) and a cul-de-sac will be construed off of Cranston Drive for the project and in-conformance with the City's Design Standards. The maintenance of the private road easement will be maintained by the homeowners and will be incorporated in the conditions of approval for the project. Parcel 2 & Parcel 3 will share access off the easement road, with adequate fire turn-around provided at the end.

Whether the Proposed Subdivision Map Meets the Requirements of the Proposed RE-20 Zone

Each proposed parcel would meet all the requirements of the RE-20 zone and the Zoning Code. The resulting lots would range in size from 20,210 SF to 31,237 SF, which meets the minimum requirement of 20,000 SF. The required average lot width in the RE-20 zone is 100 feet, where the minimum width proposed would be 101 feet. Each lot would have access to a proposed easement road, which is thirty-two (32) feet of pavement within a forty (40) foot wide access and utility easement. In addition, the proposed map would not conflict with any other requirements of the Zoning Code or any goals of the General Plan, such as preservation or wetlands, riparian areas, steep slopes or sensitive habitat areas. Staff supports the proposed subdivision, since the resulting lots would meet all the requirements of the Zoning Code and the RE-20 zone (Residential Estates, 20,000 SF minimum lots size).

Alteration to the Existing Residences

Since the three existing residences and detached garages were built in the County around 1956-58 the proposed subdivision would require each of the residence to meet current Development Standards for the RE-20 zone (setbacks and on-site parking etc.). Each lot within the proposed subdivision would be required to provide on-site parking for six vehicles, with a minimum of two covered parking spaces, since no parking is allowed on either side of the access easement. There are several ways to provide adequate parking for six cars on-site that has been outlined in the conditions of approval (#22) for the project.

Utilities and Service System:

The three existing residences on site are currently on septic, and will be conditioned to connect to the new water and sewer mains within in the easement road. To provide water service to the site the existing 6" waterline in Cranston Drive would have to be upsized to a 12" waterline and extend south approximately 500 feet to tie into an existing line just past Ciracado Parkway to provide the necessary fire flow (2500 gpm) required by the Fire Department. Adequate sewer service can be provided with nominal extensions.

Parcel four within the proposed subdivision is designed to be at lower elevation (pad elevation 592) than the other five parcels and the private road easement. In order to provide adequate sewer service to Parcel 4 since the lot is not able to gravity flow to the new sewer main in the street, the City Utilities Department is requiring Parcel 4 to install a private sewer force main and private sewer pump, which would allow the future owner of Parcel 4 to pump up hill to the sewer main.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS: The project site is located on two existing parcels totaling approximately 7.41-acres on the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton Road. There are currently three single-family residences and a detached garage on site that are to remain. The site is relatively flat along the proposed easement road, then slopes upward towards the southern boundary and slopes downwards towards the eastern property line. The subject site is surrounded by existing single-family residences on all four sides. Access to the subdivision would be from a private road easement off of Cranston Drive. There are several mature trees (oak and eucalyptus) on site and some ornamental planting. No sensitive habitat exists on site.

B. SUPPLEMENT DETAILS OF REQUEST:

	<u>Subdivision</u>	<u>Zone Change</u>
1. Property Size:	7.41-acres	approximately 16.93
2. No. of lots:	six	21
3. Landscaping:	All landscaping will comply with the City's Landscape Ordinance and Tree Preservation Ordinance, including street trees, slope planting, erosion control, and tree replacement. Agricultural groves/trees are exempt from the replacement requirements.	

C. CODE COMPLIANCE ANALYSIS:

	<u>Proposed Development</u>	<u>RE-20 Zoning Requirements</u>
1. Density:	0.80 du/acre	Up to 2 du/acre permitted dependent of slope
2. Lot Size:	Parcel 1: Net 20,897 SF Parcel 2: Net 20,210 SF Parcel 3: Net 31,237 SF Parcel 4: Net 28,545 SF Parcel 5: Net 20,354 SF Parcel 6: Net 20,354 SF	20,000 SF minimum lot size
3. Lot width:	101 feet minimum	100 Feet Average width per lot
4. Lot Frontage:	Each lot would be connected to a public street by a 40' wide easement	Each lot shall abut a public street, or be connected to a public street by a permanent easement not less than 20 feet
5. Parking:	All lots with no frontage on a public road would be conditioned to provide 4 guest spaces on the lot in addition to the 2 covered spaces required.	Two covered spaces

D. GENERAL PLAN COMPLIANCE

1. General Plan:

a. Land Use Element Designation:

The General Plan land use designation is Estate II which permits up to 2 du/ac, dependent on slope, and minimum lot size of 20,000 SF.

b. Circulation Element:

The project would take access from a proposed 40-foot wide private road access easement with from Cranston Drive. Cranston Drive is classified as a Residential Street with a 56-foot right of way. The proposed project would not significantly impact levels-of-service to the adjacent street or intersections.

c. Noise Element:

The site is located within a 60 db contour area. The proposed use must comply with the City of Escondido Noise Ordinance (Ord. 90-6) which requires residential interior noise levels not to exceed 45db.

d. Ridgeline:

The site is not located on or near any intermediate or skyline ridgelines.

e. Trails:

There are no trail dedications required at this site.

**FINDINGS OF FACT AND FACTORS TO BE CONSIDERED
SUB13-0001 & PHG13-0003
EXHIBIT "A"**

Tentative Parcel Map TPM SUB13-0001

1. The General Plan Land Use designation for the project site is Estate II (up to two single-family dwelling units per acre) with a minimum lot size of 20,000 SF. The project is consistent with General Plan land use designation, which anticipates single-family residential estate development on the project site. The proposed subdivision would be consistent with the General Plan density provisions since the density of the project would be approximately 0.80 du/ac. Six lots also would be consistent with the allowable yield for the project site, which would allow up to 6.44 lots based on the slope analysis prepared for the project.
2. The design and improvements of the proposed six-lot subdivision map with 20,000+ SF lot sizes are consistent with the Estate II (E2) General Plan designation which requires a minimum lot size of 20,000 SF.
3. The site is physically suited for the residential development proposed, as the site is zoned for single-family residential development, and is bordered by existing residential development of similar density and lot sizes.
4. The site is physically suitable for the proposed density of development since the project is an infill development surrounded by development of similar density, and adequate building pads can be provided without negative impact to the surrounding properties.
5. The design of the subdivision map and proposed improvements are not likely to cause serious public health problems since all vehicular traffic generated by the project would not materially degrade the level of service on the adjoining streets or intersections. Adequate sewer and water service could be provided to all parcels through the proposed private road easement which would tie into Cranston Drive.
6. The design of the subdivision map and proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish, wildlife, or their habitat since no stream course or endangered wildlife or sensitive habitat exists on the property.
7. The design of the map and the type of improvements would not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map. This was determined based on review of all available maps and a preliminary title report submitted by the applicant. Neither the City nor its employees assume any responsibility for the completeness or accuracy of these documents.
8. All of the requirements of the California Environmental Quality Act (CEQA) have been met and a Mitigated Negative Declaration was issued for the proposed project on March 3, 2014. The findings of the analysis identified impacts that might potentially be significant, but mitigation measures would reduce these impacts to a less than significant level. The mitigation measures have been included in the Conditions of Approval.
9. The design of the Subdivision Map has provided to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. Lot sizes and subdivision configuration provide opportunities for passive/solar heating. Landscaping would provide passive cooling opportunities via shading each unit.
10. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to the recordation of the map.

**FINDINGS OF FACT AND FACTORS TO BE CONSIDERED
SUB13-0001 & PHG13-0003
EXHIBIT "A"**

Zone Change PHG13-0003:

1. The public health, safety and welfare will not be adversely affected by the proposed Zone Change since the resulting densities and lot sizes are consistent with the General Plan designation and the surrounding properties, no new islands of zoning would be created.
2. The site is physically suitable for the uses permitted by the proposed zone, since the permitted single-family residential uses are the same in the existing and proposed zones.
3. The uses permitted by the proposed zone would not be detrimental to surrounding properties, since similar single-family residential uses occur on adjacent properties.
4. The proposed Zone Change from RE-30 (Residential Estates 30,000 SF minimum lot size) to RE-20 (Residential Estates, 20,000 SF minimum lot size) is consistent with the Estate II (E2) General Plan designation, since it allows minimum lot sizes of 20,000 SF.
5. The proposed Zone Change would not conflict with any specific plans since there are no plans affecting this property.

**CONDITIONS OF APPROVAL
SUB13-0001 & PHG13-0003**

General

1. Three (3) copies of a revised Tentative Subdivision Map reflecting all modifications and changes required by this approval shall be submitted to the Planning Division for certification prior to approval of the Final Map.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Engineering Department, Building Department, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal descriptions.
4. Any blasting within the City of Escondido is subject to the provisions of Ordinance No. 95-6 and a Blasting Permit must be obtained from the Escondido Fire Department. If blasting occurs, verification of a San Diego County Explosive Permit and a policy or certification of public liability insurance shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
5. Access for use of heavy firefighting equipment, as required by the Fire Chief, shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshall.
6. All required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscape areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
7. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to Building Permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
8. The proposed two fire hydrants shall be located at the entrance of the project on Cranston Drive and between Parcel 2 and Parcel 6 on the south side of the easement road and shown on the revised Tentative Map to the satisfaction of the Fire Department
9. All exterior lighting shall conform to the requirements of Escondido Zoning Code Article 35, Outdoor Lighting.
10. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Community Development Director.
11. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08), to the satisfaction of the Planning Division.
12. No street names are part of this approval. A separate request may be submitted prior to Final Map.
13. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall conform to the conceptual grading plan as shown on the Tentative Map.

14. If the existing six-foot (6) high wooden fence along the northern property line adjacent to the access easement road is damaged or removed during grading and project construction, a 6' high solid wood, good neighbor fence shall be constructed along the entire northern boundary. Maintenance of the fence shall be included in the access and maintenance agreement, to the satisfaction of the Director of Community Development.
15. All new utilities shall be underground.
16. The applicant shall submit an access and maintenance agreement that addresses the proposed 40-foot wide private easement road, to the satisfaction of the Planning Division, Engineering Division and City Attorney's Office. The agreement shall specify maintenance intervals and extent of improvements. A note shall be included on the Final Map indicating that individual property owners are responsible for maintenance of the private easement roads. Said agreements shall be submitted prior to recordation of the Final Map to the Planning and Engineering Divisions for review.
17. The area of the passenger vehicle turn-around proposed between parcel 2 and parcel 3 shall be included as part of the access easement, and identified on-site as a "No Parking" area, to the satisfaction of the Planning Department, and it shall be identified on the revised map for certification.
18. All Parcels shall maintain a minimum 20,000 SF net lot size exclusive of the access easement and the passenger vehicle turn-around portion of the access easement.
19. Each lot shall be required to provide on-site parking for six (6) vehicles with a minimum of two (2) covered spaces, to the satisfaction of the Planning Division, including the existing residences. In order to accommodate on-site parking requirements, one of the following shall be provided:
 - a. A front yard setback of 40 feet shall be provided between the garage and the edge of the easement to provide for a driveway of sufficient length that can accommodate four cars in addition to a two-car garage, or
 - b. A three-car garage shall be provided in addition to a driveway of sufficient width and length to accommodate additional three cars outside of the easement, or
 - c. A circular driveway shall be provided of sufficient width and length to accommodate three or four cars depending on whether a two-or three-car garage is provided with the home.

The grading plan shall be designed with sufficient pad area to accommodate the required off-street parking. Conformance with this condition shall be demonstrated on the grading plan and plotting of the homes in conjunction with the submittal of building permits, to the satisfaction of the Planning Division and Engineering Division.
20. The Tentative Subdivision Map shall expire after thirty-six months (36) if the final map is not recorded or an extension of time application is not granted.
21. The City of Escondido hereby notifies the applicant that State Law (AB 3158) effective January 1, 1991, requires certain projects to pay user fees for the purpose of funding the California Department of Fish and Wildlife. These fees were reinstated January 31, 1996, by the State Superior Court in Sacramento. In order to comply with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a check payable to "County Clerk", in the amount of \$2,206.00 for a project with a Mitigated Negative Declaration. These fees may be waived for projects which are found by the California Department of Fish and Wildlife to have no effect on fish and wildlife resources. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Wildlife filling fee payment. 2) A receipt or other proof of payment showing previous payment of the filling fee for the same project, or 3) a completed form from the Department of Fish and Wildlife documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filling fee is not paid for a project, the project will not be operative, vested or

final and any local permits issued for the project will be invalid. (Section 711.4(c) (3) of the Fish and Game Code).

Mitigation Measures-Conditions of Approval

22. Prior to issuance of grading permits, temporary protective fencing shall be installed around the drip-line of all mature/protected trees that are designated to remain. The barricades or fencing are to remain in place until completion of all grading and construction. The location and detail of the protective fencing shall be shown on the grading and landscape plans. (Mitigation Measure).
23. To provide adequate water service for each new residence the developer shall be required to disconnect the existing 6" waterline in Cranston Drive and construct a new 12" waterline in Cranston Drive which ties into the existing 12" main located approximately 182 feet just south of Citracado Parkway and reconnect the existing residences that have water meters being served by the existing 6" water main along Cranston Drive to the new water line. The new waterline shall be shown on the waterline improvement plans to the satisfaction of the Planning and Engineering Divisions prior to issuance of grading permits (Mitigation Measure)
24. Parcel four shall be required to have a private sewer force main and private sewer pump since the parcel is designed at a lower elevation and not able to gravity flow to the new sewer main in the street. These sewer requirements shall be shown on the utility plans and grading plans to the satisfaction of the Planning and Engineering Divisions. (Mitigation Measure).

Landscaping

1. If the final grading plan includes slopes higher than 3-feet, four copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of Grading or Building permits. A plan check fee will be collected at the time of submittal. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in Article 62 of the Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect or a licensed design professional.
2. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
3. All manufactured slopes, or slopes cleared of vegetation shall be landscaped within thirty (30) days of completion of rough grading. If, for whatever reason, it is not practical to install the permanent landscaping, then an interim landscaping solution may be acceptable. The type of plant material, irrigation and the method of application shall be to the satisfaction of the Planning Division and City Engineer.
4. Prior to occupancy of future units, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscape areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. All slopes shall be landscaped with suitable material to control erosion. All manufactured slopes over three feet in height shall be landscaped with a combination of trees, shrubs and groundcover. Fill slopes shall have a minimum of six (6) trees, fifteen (15) gallon in size and ten (10) shrubs, five (5) gallon in size per 1,000 square feet of slope area plus groundcover. Groundcover shall be provided one hundred percent coverage within one year of installation. Cut slopes shall have a minimum of six (6) trees, five (5) gallon in size and ten (10) shrubs, one (1) gallon in size per 1,000 square feet of slope area plus groundcover. Groundcover shall be provided one hundred percent coverage within one year of installation. The type of plant material shall be low maintenance, drought resistant, and fast growing, to the satisfaction of the Planning Department. In particular, the groundcover shall be a fast-growing species, which establishes quickly and is capable of choking out weeds. All slopes over three feet vertical shall be irrigated with an individual lot irrigation system approved by the Planning and Building Departments.
6. A minimum of seven (7) street trees will be required along the proposed 40-foot wide private road easement. The minimum tree size shall be 15-gallon in size; six-feet tall planted, and have a trunk caliper of at least two inches. The precise location and type of tree shall be consistent with City standards and the current street tree list. Existing trees may be counted as street trees if their variety, location, and size meet minimum requirements and they are identified on the landscape plan.
7. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Department and request final inspection.
8. The retaining walls on Parcel 4 and Parcel 3 shall be constructed with a decorative block material, such as slump block or split-face block in beige or tan color, or maybe plantable. Details of the project fencing, including materials and colors shall be provided on the landscape plans.
9. All existing trees to remain within the project shall be identified on the Landscape plans and grading plans as "to remain", including the protected oak trees.
10. The final landscape design shall include at a 2:1 ratio, a minimum of four (4) 24"-box size trees to mitigate the removal of two (2) mature oak trees on the site as required by the Tree Preservation Ordinance to the satisfaction of the Planning Division. Any existing trees to remain within the project shall be identified on the landscape and grading plans, and noted "to remain". Street trees (24" box size) can be counted as replacement. Show the location, species and size of replacement trees on the grading plan (or landscape plan if required for slope planting).

**ENGINEERING CONDITIONS OF APPROVAL
SUB13-0001 & PHG13-0003**

General

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all on-site utilities shall be determined by the Engineer. If a conflict occurs with proposed lots, these utilities shall be relocated.
3. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
4. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
5. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
6. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
7. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public and private street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.
2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within the project boundary:

<u>STREET</u>	<u>CLASSIFICATION</u>
Offsite 30' Easement	Private Access (24' wide w/ PCC curb & gutter, 4' sidewalk on 1 side; no parking on either side)
Onsite Private Street	Private Residential (32' wide w/ PCC curb & gutter, 4' sidewalk on 1 side; parking only on improved side)

See appropriate sections in the current Escondido Design Standards for additional details.

3. Access to this project shall be improved with an alley-type driveway in accordance with Escondido Standard Drawing G-5-E with a minimum throat width of 24 feet.
4. The private drives together with hammer-head turn-around located on Lots 2, 3, and 4 shall be designed by the developer's engineer and approved by the City Engineer, Community Development Director, and the Fire Marshal prior to recordation of the Final Map. This design shall be included in the improvement and grading plans.
5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. All on-site roads, driveways and parking areas shall be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director.
7. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards and driveway aprons shall meet all current ADA requirements.
8. All cul-de-sacs shall conform to the current Escondido Design Standards (38' min. curb face radius).
9. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
10. The developer may be responsible for a 2-inch grind and overlay of Cranston Drive beyond utilities trench limits due to the multiple utility service trenches necessary in this roadway. The determination of the extent of the grind and overlay shall be to the satisfaction of the City Engineer.
11. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
12. Street lighting shall be required on all on-site private streets. It shall be the responsibility of the property owner's association to adequately maintain the street lighting system and such maintenance responsibility shall be clearly stated in the CC&R's.
13. The developer shall be required to construct 135 watt street lights in accordance with Escondido Standard Drawing E-1-E at the entrance of the subdivision on Cranston Drive, at the end of the cul-de-sac, and at 200' spacing.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. All existing foundations and structures, tennis courts, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site as part of the grading and this work shall be included in the grading bond.
9. Unless specifically permitted to remain by the County Health Department, all existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
10. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
11. Cross-lot drainage may be allowed in rural estate zones on a case-by-case basis, to be approved by the City Engineer.
12. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
13. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The project shall limit drainage flows to their pre-construction rates. Details and calculations for detention basins shall be submitted in the drainage study and approved as part of the grading plan check.
3. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
5. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

6. All storm drain systems constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner's association. Provisions stating this shall be included in the CC&R'S.

WATER SUPPLY

1. All water main locations and sizing shall be to the satisfaction of the City Engineer and Utility Engineering Department. Required water main improvements shall include:
 - A. Replacement of the existing old 6" waterline in Cranston Drive from the existing 12" PVC water main south of Citracado Parkway to the subdivisions northerly boundary on Cranston Drive.
 - B. Minimum 8" PVC onsite public water main extended to the end of the proposed cul-de-sac designed for the required fire flows.
 - C. Reinstall all existing water services along Cranston Drive to the new 12" water main including water meters, fire services, fire hydrants, etc.
2. Water utilities shall be extended to the project's boundary at such locations as required by the City Engineer and Utility Department.
3. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
4. A hydraulic analysis of the proposed water improvements will be required to determine water main sizes and water system looping necessary to provide domestic service and fire protection flows of 2,500 GPM as required by the City Engineer and Fire Marshal.
5. All on-site water lines not in public easements will be considered a private water system. The property owner's association will be responsible for all maintenance of these mains. This shall be clearly stated in the CC&R's.

RECLAIMED WATER

1. The developer is required to construct a separate irrigation system for the major common areas, detention basin, street parkways that can use either potable or reclaimed water. This system should be built to the satisfaction of the Planning Director and the Public Works Director.

SEWER

1. All sewer main locations and sizing of mains shall be to the satisfaction of the City Engineer. Required sewer main improvements include: 8-inch public main extended from the existing 8-inch sewer in Cranston Drive to the end of the proposed private drive cul-de-sac.
2. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral.
3. Sewer utilities shall be extended to the project's boundary at such locations as required by the City Engineer.
4. The developer shall provide an all-weather access road (suitable for use by maintenance vehicles) to all sewer manholes within easements.
5. A private sewer pump and associated private sewer force main including all odor control devices will be required and allowed only for Lot 4 and the maintenance for this system shall be solely the responsibility of the owner of Lot 4.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
2. Necessary public utility easements for sewer, water shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
3. A public utility easement shall be dedicated over the private streets. The public utility easement shall extend a minimum of five (5) feet beyond the improved, curb-to-curb roadway width. When sidewalks are required, the public utility easement shall extend a minimum of four (4) feet behind the back of sidewalk.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

1. A sewer repayment of \$307.80 is due to the City of Escondido for existing sewer improvements in South Escondido (File #50) that will serve this development.
2. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
3. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.
4. The developer may request a repayment for the off-site construction of water improvements that could benefit an adjoining property owner. The completed repayment agreement must be prepared in accordance with the City Repayment Agreement Policy.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of private roadways, driveways, parking areas, private utilities(including sewer and water), drainage swales, private street lighting, storm drains, storm water treatment basins and facilities, and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The developer shall make provisions in the CC&R's for maintenance, repair and access to all brow ditches which pass from one lot through an adjacent lot.

4. The CC&R's must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete is used in the private street) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

CASE NO.: ENV13-0004, SUB13-0001 & PHG13-0003

DATE ISSUED: February 5, 2014

PUBLIC REVIEW PERIOD: February 10, 2014 – March 3, 2014

PROJECT DESCRIPTION: A request for a change of zoning for twenty-one (21) parcels from RE-30 Zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size), in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots, ranging in size from 20,210 SF to 31,237 SF, and off-site improvements to the existing water mains in Cranston Drive (approximately 500 feet) which will extend south just past Citracado Parkway. Said project is located in the RE-30 zone (Residential Estates, 30,000 SF minimum lot size) and the Estate II (E2) General Plan Land Use designation.

LOCATION: Located at the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26).

APPLICANT: Bill Yen & Associates

An Initial Study has been prepared to assess this project as required by the California Environmental Quality Act and Guidelines, Ordinance and Regulations of the City of Escondido. The Initial Study is on file in the City of Escondido Planning Division.

Findings: The findings of this review are that the project with mitigation measures will not have a significant effect on the environment since there is no substantial evidence in the record to indicate project related impacts are potentially significant.



Darren Parker, Assistant Planner II

ENV13-0004, SUB13-0001 & PHG13-0003



CITY OF ESCONDIDO
 PLANNING DIVISION
 201 NORTH BROADWAY
 ESCONDIDO, CA 92025-2798
 (760) 839-4671

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

The Escondido Planning Division has prepared a Mitigated Negative Declaration for the project described below. This preliminary finding means that with mitigation there will be no significant environmental effects from the project. The description of the project is as follows:

CASE NO.: SUB13-0001, PHG13-0003 & ENV13-0004

DATE ISSUED: February 5, 2014 PUBLIC REVIEW PERIOD: February 10 – March 3, 2014

LOCATION: Located at the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26).

PROJECT DESCRIPTION: A request for a change of zoning for twenty-one (21) parcels from RE-30 zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20, 000 SF minimum lot size), in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots ranging in size from 20,210 SF to 31,237 SF, and off-site improvements to the existing water mains in Cranston Drive (approximately 500 feet) which will extend south just past Citracado Parkway. Said project is located in the RE-30 zone (Residential Estates, 30,000 SF minimum lot size) and the Estate II (E2) General Plan Land Use designation.

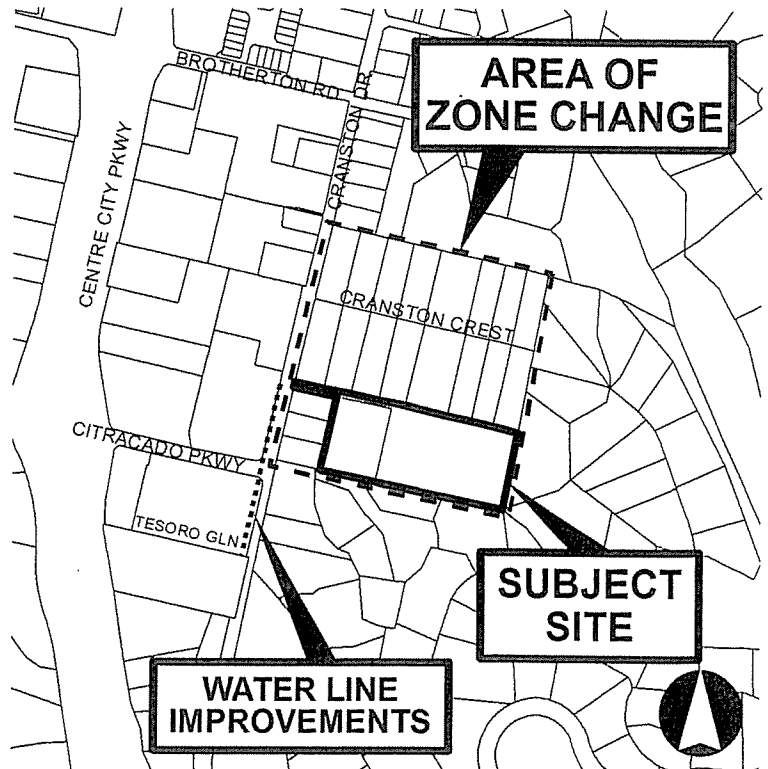
APPLICANT: Bill Yen & Associates

The review and comment period will end February 24, 2014. A copy of the Environmental Initial Study and the Mitigated Negative Declaration are on file and available for public review in the Escondido Planning Division, at 201 North Broadway, Escondido, CA 92025. Written comments relevant to environmental issues will be considered if submitted to the Planning Division prior to 5:00 p.m.

Further information may be obtained by contacting Darren Parker, Assistant Planner II at the Planning Division, telephone (760) 839-4553. Please refer to Case No. SUB13-0001, PHG13-0003 & ENV13-0004.

DATED: February 5, 2014


 Darren Parker, Assistant Planner II





February 5, 2014

Mr. Bill Yen
Bill Yen & Associates, Inc.
13071 Poway Road
Poway, CA 92064

Subject: Environmental Review Determination, Case No. ENV13-0004, SUB13-0001& PHG13-0003

Dear Mr. Yen:

An analysis of your Environmental Review application has resulted in the enclosed "Notice of Intent to Adopt a Mitigated Negative Declaration," issued in draft form. Issuance of this document indicates the City determined the following finding applies to the proposed project:

There is no substantial evidence that the project with mitigation measures may have a significant effect on the environment.

Public notice of the proposed Mitigated Negative Declaration has been distributed for a public review period, ending March 3, 2014. Depending on the relevance of any public comments received during the public review period, staff reserves the right to change the terms and conclusions of the proposed "Mitigated Negative Declaration."

If you have any questions regarding this environmental review, please call me at (760) 839-4553.

Sincerely,

A handwritten signature in black ink, appearing to read "Darren Parker".

Darren Parker
Assistant Planner II

Cc: Mr. Scott Darnell, 852 5th Avenue, Suite 314, San Diego, CA 92101



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

MITIGATED NEGATIVE DECLARATION
(Case No.: ENV13-0004, SUB13-0001 & PHG13-0003)

**ENVIRONMENTAL CHECKLIST
SUPPLEMENTAL COMMENTS**

INTRODUCTION

This Mitigated Negative Declaration assesses the environmental effects of the proposed project involving the subdivision of two parcels totaling 7.41-acres into six (6) residential lots involving off-site improvements to the existing water mains in Cranston Drive and the rezone of twenty-one (21) parcels in the RE-30 zone (Residential Estates, 30,000 SF minimum lots size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size). An Initial Study Environmental Checklist was prepared for this project and is included as a separate attachment to the Supplemental Comments within this report. The information contained in the Initial Study Environmental Checklist and the Supplemental Comments will be used by the City of Escondido to determine potential impacts associated with the proposed development.

The detailed Supplemental Comments included in this document identifies and evaluates physical impacts to the environment associated with developing or implementing the proposed project based on preliminary review of a variety of environmental factors identified in the attached Environmental Checklist. In analyzing the project it has been determined that impacts related to providing adequate water and rezoning of the subject site would occur. Based on information and documentation incorporated in the analysis, it has been concluded that this Initial Study warrants issuing a Mitigated Negative Declaration (MND). The MND acknowledges that certain aspects of the project would cause significant impact(s) on the environment but those impacts would be reduced to an acceptable level by incorporating Mitigation Measures. As provided by CEQA, the City of Escondido will act as a responsible agency because of its role in reviewing and potentially approving or issuing permits for the project.

As mandated by CEQA Guidelines Section 15105, affected public agencies and the interested public may submit comments on the Mitigated Negative Declaration in writing before the end of the 20-day public review period starting on February 10, 2014 and ending on March 3, 2014. Written comments on the Mitigated Negative Declaration should be submitted to the following address by 5:00 p.m. Following the close of the public comment review period, the City of Escondido will consider this Mitigated Negative Declaration and all received comments in determining the approval of this project.

City of Escondido
Planning Division
201 North Broadway
Escondido, CA 92025-2798

Contact: Darren Parker, Assistant Planner II
Telephone: (760) 839-4553
Fax: (760) 839-4313
E-mail: Dparker@ci.escondido.org

A hard copy of this document and any associated plans and/or documentation are available for review during normal operation hours for the duration of the public review period at the City of Escondido Planning Division.

PROJECT DESCRIPTION:

The project consists of a request for a change of zoning for twenty-one (21) parcels from RE-30 Zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size), in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots, ranging in size from 20,210 SF to 31,237 SF, and off-site improvements to the existing water mains in Cranston Drive (approximately 500 feet) which will extend south just past Citracado Parkway. Said project is located in the RE-30 zone (Residential Estates, 30,000 SF minimum lot size) and the Estate II (E2) General Plan Land Use designation.

PROJECT ENVIRONMENTAL SETTING

The subject site is located on two existing parcels totaling approximately 7.41-acres on the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26). There are currently three single-family residences and a detached garage on site that are to remain. The 7.41 acre site is relatively flat along the proposed easement road, then slopes upward towards the southern boundary and slopes downwards towards the eastern property line. The subject site is surrounded by existing single-family residences on all four sides. Access to the subdivision would be from a private road off of Cranston Drive. There are several mature trees (oak and eucalyptus) on site and some ornamental planting. No sensitive habitat exists on site. The project site is located in the Estate II (E2) designated area of the General Plan, and the RE-30 zone (Residential Estates, 30,000 SF minimum lot size).

Surrounding zoning and land use are as follows:

North: RE-30 zone (Residential Estates, 30,000 SF minimum lots size) immediately to the north of the subject site are sixteen (16) existing single-family residences, on lots ranging in size from 19,906 to 36,129 SF and at a slightly higher elevation than the subject site.

South: RE-30 zones (Residential Estates, 30,000 SF minimum lots size) immediately to the south of the subject site are several existing single-family residences on lots ranging in size from 20,000 to 40,000+ SF and are at a higher elevation than the subject site. Access to several of these residences is taken off of a private road off of Cranston Drive.

East: RE-30 zone (Residential Estates, 30,000 SF minimum lots size) directly to the east of the subject site is one single-family residence on 1.37-acres at a lower elevation than the subject site. Ornamental landscaping separates the two properties.

West: RE-30 zone (Residential Estates, 30,000 SF minimum lot size) directly to the west of the subject site are three existing single-family residences on lots ranging from 12,156 SF to 12,311 SF lots. The properties located to the west of the subject site are at lower elevation than the subject site. All three residences have direct access off of Cranston Drive and the rear yards backup to the subject site with a six-foot high wooden fence along the common property line. Further west, across Cranston Drive is a multi-family development in the PD-R 18 zone (Planned Development Residential, allows 18 units per acre).

Responsibility Agency Permit Approvals

The applicant would be required to comply with the NPDES General Permit for Storm Water Discharges Associated with Construction of Land Disturbance Activities (SWRCB Order No. 2009-0009-DWQ, NPDES No. CA2000002), as well as related City requirements for storm water/erosion control. The project also must comply with the requirements of the San Diego County Municipal Separate Storm Sewer System (MS4) Storm Water Permit (RWQCB Order No. R9-2008-0002, NPDES No. CAG919002).

Anticipated Public Hearing:

No hearing dates have been scheduled to date. The proposed project requires noticed public hearings by the Escondido Planning Commission and City Council. Separate public hearing notices will be mailed out confirming the hearing dates and times.

I. AESTHETICS

- a. *Have substantial adverse effect on a scenic vista*
- b. *Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.*
- c. *Substantially degrade the existing visual character or quality of the site and its surroundings?*

The site is not located on a ridgeline identified on the Community Open Space/Conservation Element of the General Plan and the property does not contain any significant topographical features or rock outcroppings. The subject property does not possess any significant value as a scenic resource due to its relatively small size, lack of significant vegetation or topographical features, and surrounding development. The site is covered with ornamental landscaping and plants, including eighteen oak trees.

The subject site is not within a state scenic highway and due to the surrounding residential development on all four sides, is not considered a prominent scenic vista. The site contains eighteen oak trees and two of the oak trees will be removed. The project area contains no rock outcroppings or historic buildings.

The development of the property to create six lots and three additional residences would alter the vacant portion of the parcel. Grading of the site includes a combination of cut and fill to provide sufficient pad area for the residences, parking and access. Two of the six parcels (Parcel 4 & 5) would be located at the lower portion of the site (northeast). Parcel 6 would be located three feet above the proposed private road easement and the other three existing residences (parcel 1, 2 & 3) located along the southeast portion of the site, at a higher elevation, shall remain and will need to be modified to meet the current zoning standards. The steeper sloping areas of the site towards the northeastern portion of the property are proposed to be retained and landscaped. The proposed development has included appropriate setbacks and landscaped areas to buffer any visual impacts from surrounding properties.

The project site includes eighteen live oak trees. The majority of the oak trees will be retained on site and two of the oaks trees will be removed. The removal of any mature tree would require to be replaced at a minimum 1:1 ratio with specimen sized trees in conformance with the City's tree replacement requirements. Mature oak trees would require replacement at a minimum 2:1 ratio with specimen-sized trees, which would be incorporated into the landscape plans as a condition of the project approval. Therefore, the loss of mature trees would be considered less than significant since they would be replaced.

- d. *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.*

The subdivision of two lots into six lots for the construction of three new single-family residences would create an incremental new source of light and glare in the area. Any outdoor lighting will be consistent with the City's Outdoor Lighting Ordinance (Article 35 of the Escondido Zoning Code). Therefore, no lighting impacts are anticipated

II. AGRICULTURE RESOURCES

Significance Criteria and Impact Analysis

In determining whether impacts to agricultural resources are significant environmental effects, the City has referred to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. The effects of a project on agricultural resources are considered significant if the proposed project would:

- a. *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use;*
- b. *Conflict with existing zoning for agricultural use, or a Williamson Act contract; or,*
- c. *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?*

The site is currently occupied by three-single family residences and a detached garage which are to remain, with access off a private road off of Cranston Drive. There is no native vegetation on site. The subject site is not listed as Prime Agricultural Lands as identified in the General Plan Final EIR, which was prepared for the City's most recent

General Plan revisions in 2012. The property is not involved in any Williamson Act Contract or other agricultural land contract. Therefore, the proposed creation of six (6) lots for the construction of three single-family residences with three existing residences to remain would not result in any significant individual or cumulative impacts to agricultural resources.

III AIR QUALITY

Significance Criteria and Impact Analysis

Where applicable, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Impacts would be significant if the project:

- a. *Conflicts with or obstruct implementation of the applicable air quality plan;*
- b. *Violates any air quality standard or contribute substantially to an existing or projected air quality violation;*
- c. *Results in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors;*
- d. *Exposes sensitive receptors to substantial pollutant concentrations; or,*
- e. *Creates objectionable odors affecting a substantial number of people.*

City of Escondido Significance Criteria:

Project related impacts exceeding any of the following South Coast Air Quality Management District (SCAQMD) daily emissions criteria can be considered significant:

- *Carbon Monoxide (CO) 550 lbs*
- *Reactive Organic Gases (ROG) 55 lbs*
- *Oxides of Nitrogen (NOx) 55 lbs*
- *Fine Particulate Matter (PM) 150 lbs*

The project area is located within the San Diego Air Basin (SDAB). Air quality at a particular location is a function of the kinds and amounts of pollutants being emitted into the air locally, and throughout the basin, and the dispersal rates of pollutants within the region. The major factors affecting pollutant dispersion are wind, speed and direction, the vertical dispersion of pollutants (which is affected by inversions) and the local topography. The air basin currently is designated a state and federal non-attainment area for ozone and particulate matter. However, in the SDAB, part of the ozone contamination is derived from the South Coast Air Basin (located in the Los Angeles area). This occurs during periods of westerly winds (Santa Ana condition) when air pollutants are windborne over the ocean, drift to the south and then, when the westerly winds cease, are blown easterly into the SDAB. Local agencies can control neither the source nor transportation of pollutants from outside the basin.

The Air Pollution Control District (APCD) policy therefore, has been to control local sources effectively enough to reduce locally produced contamination to clean air standards. The proposed creation of six lots for the construction of three single-family residences and construction of an offsite water line is not anticipated to significantly deteriorate air

quality although it would generate short-term emission of air-pollutants during construction. Dust or particulate matter emission would be generated by the grading needed for the structures and trenching for the construction of a new 12" inch waterline in Cranston Drive. With the appropriate use of best management practices for standard grading procedures, the project would not generate significant emissions of particulate matter or dust.

Construction-Related Emissions

Construction-related activities are temporary, short-term sources of air emissions. Sources of construction-related air emission include:

- Fugitive dust from grading activities;
- Construction equipment exhaust;
- Construction-related trips by worker, delivery trucks and material-hauling trucks; and
- Construction-related power consumption.

Typical earthwork operations would include clearing, grubbing, and general pad and road alignment formation. Proposed on site grading anticipates approximately 1,300 cubic yards of excavation, 5,300 cubic yards of embankment and 4,000 cubic yards of import. Construction equipment primarily would be utilized in an incremental fashion over the course of the construction of the project. Since the duration of the grading for the project is estimated to be completed in three months, the average number of truck trips per day would be 40. That equates to 80 passenger cars. Truck trips would be coordinated to avoid conflict with the peak hours of any school traffic. All roadway segments and intersections are currently operating at an acceptable level of service. The temporary traffic impact resulted from the project grading will not materially degrade the level of service of the surrounding intersections and roadway segments. Due to the amount of site preparation needed for construction and grading of three single-family residences, roads and driveways, the air quality impact is anticipated to be well below the annual thresholds of significance. Maximum daily emissions of NOx during construction periods are not projected to exceed City thresholds or APCD standards based on similar studies performed for similar size grading operations. Construction activities also are a source of fugitive dust emissions that may be a substantial, but temporary impact on local air quality. Dust from grading and other site preparation would generate particulate matter emission. Due to the appropriate use of grading and operation procedures (in conformance with Best Management Practice for dust control), the project would not generate significant particulate matter or dust. The City of Escondido Grading Ordinance and Erosion Control requirements include provisions for dust control to reduce impacts to air quality during grading and construction activities. At a minimum, these ordinances and provisions require projects to perform regular watering and timely revegetation of disturbed areas to minimize the dust and airborne nuisance impacts to off-site receptors. Emissions from construction equipment, worker and delivery and material-hauling trucks, and construction-related power consumption would be temporary and would result in an extremely small contribution to the SDAB and therefore would not result in a significant impact.

Odors

During construction, diesel equipment operating at the site may generate some nuisance odors. However, due to the temporary nature of construction, odors associated with the project construction would not be considered significant.

IV. BIOLOGICAL RESOURCE

Significance Criteria and Impact Analysis

The effects of a project on biological resources are considered to be significant if the proposed project would:

- a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service;*
- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service;*
- c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;*
- d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites;*
- e. Conflict with any local policies/ ordinance that protect biological resources (e.g. tree preservation policy or ordinance); or,*
- f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.*

The subject site is currently developed with three single-family residence and detached two-car garage. The proposed project would add an additional three residences. There are several existing mature oak trees throughout the site that are to remain in place. The proposed zone change and subdivision would not result in any significant impact on the City's biological resources, since the site has been previously disturbed, existing residential use surrounds the project site, and the area is not environmentally sensitive. The proposed project would not have any potential adverse, individual or cumulative impacts on wildlife resources. Therefore, the project would not be in conflict with adopted provisions of an applicable plan.

The project site includes eighteen live oak trees. The majority of the oak trees will be retained on site and two of the oaks trees will be removed. The removal of any mature tree would require to be replaced at a minimum 1:1 ratio with specimen sized trees in conformance with the City's tree replacement requirements. Mature oak trees would require replacement at a minimum 2:1 ratio with specimen-sized trees, which would be incorporated into the landscape plans as a condition of the project approval. Therefore, the loss of mature trees would be considered less than significant since they would be replaced.

Mitigation Measure:

With the implementation of the following mitigation measures, the project impact will be reduced below the level of significance.

1. Prior to issuance of grading permits, temporary protective fencing shall be installed around the drip-line of all mature/protected trees (oaks) that are designated to remain. The barricades or fencing are to remain in place until completion of all grading and construction. The location and detail of the protective fencing shall be shown on the grading and landscaping plans.

V. CULTURAL RESOURCES

Significance Criteria and Impact Analysis

The effects of a project on cultural resources are considered to be significant if the proposed project would:

- a. *Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5;*
- b. *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5;*
- c. *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or,*
- d. *Disturb any human remains, including those interred outside of formal cemeteries.*

The proposed development of three single-family residences and zone change would not result in the alteration of any significant archaeological or paleontological resources since there are no physical indications to conclude that any of these resources might exist on the subject site. The property also is not known for its archaeological/paleontological activity. No significant paleontological impact has been identified for the project site and no prehistoric resources have been previously recorded on the subject site. The City of Escondido General Plan EIR (2012) does not include the project site in areas identified as having potential paleontological resources. The site does not appear to contain any indicators of significant cultural resources or geologic features. The site also does not contain any resources listed on the City's Historic Sites Survey or the Local Register of Historical Resources. Therefore, the project would not result in a significant impact to these resources and no mitigation is required.

VI. GEOLOGY AND SOILS

Significance Criteria and Impact Analysis

The effects of a project on geology and soils are considered to be significant if the proposed project would:

- a. *Expose people or structures to potentially substantial adverse effects, including the risk of loss, injury, or death involving:*
 - i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; (Refer to Division of Mines and Geology Special Publication 42).*

- ii. Strong seismic ground shaking;*
- iii. Seismic-related ground failure, including liquefaction; or,*
- iv. Landslides.*

The subject site, including all areas of Escondido and surrounding San Diego County is located within a Seismic Zone 4 designation. The project site is not located within proximity to any mapped State of California Fault-Rupture Hazard Zones (formerly known as Alquist-Priolo Special Studies Zones) or other known fault hazard designations (California Geological Survey [CGS] 2007). No known active or potentially active faults are located in the project site vicinity. The closest known active faults are the Rose Canyon Fault and the Elsinore Fault. The Rose Canyon Fault is located approximately 15.4 miles southwest of the project site, and the Julian segment of the Elsinore Fault is approximately 17.8 miles northeast of the project site.

Accordingly, fault surface rupture is not likely at this project. In the event of a major earthquake on these faults or other faults within the Southern California region, the site could be subjected to moderate to severe ground shaking. However, the site is not considered to possess a significantly greater seismic risk than that of the surrounding area in general, and associated potential impacts would be less than significant. All new development would be required to conform to current seismic building code requirements designated for the specific area.

The site is generally flat with a slight topographic rise to the south of the property. The potential for ground failure and landslides on the site is considered very low due to the stable soil type and the flat-to-low-rising topography of the site. Significant soil erosion or loss of top soil would not occur. Landscaping is proposed and appropriate design and construction measures would be required to be incorporated into the development plans as recommended by any subsequent geotechnical/soils reports that may be required at the building/grading permit stage. Standard industry practices include the use of appropriate foundation and footing designs, design and construction measures to accommodate projected seismic loading, implementation of properly engineered and non-expansive fill, and appropriate surface/subsurface drainage techniques. These and/or other appropriate measures would be implemented as part of any development permit and conformance with applicable regulatory/industry criteria such as the IBC/CBC, Greenbook and City Standards. Since the subject site and surrounding properties have been developed and situated on relatively level terrain, the project site is not considered to be susceptible to other potential geologic hazards such as landslides, tsunamis, or seiche.

- b. Result in substantial soil erosion or the loss of topsoil;*
- c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse; or,*
- d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.*

Potential impacts related to liquefaction, lateral spreading, expansive soils and landslides are discussed in the section above. Any proposed grading, excavation, demolition and construction activities would increase the potential for erosion and sedimentation both within and downstream of the site relative to existing conditions. Erosion and sedimentation impacts would be addressed through conformance with the NPDES requirements.

Based on implementation of appropriate erosion and sediment control BMPs as part of, and in conformance with any related NPDES/City storm water requirements, potential erosion and sedimentation impacts from a proposed project would be avoided or reduced below a significant level.

- e. *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.*

The proposed project would have access to existing City wastewater infrastructure from Cranston Drive. No septic tanks or alternative wastewater disposal system would be utilized as part of the project.

VII. GREENHOUSE GAS EMISSIONS

The effects of a project on greenhouse gases are considered significant if the proposed project would:

- a. *Generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment; or*
- b. *Conflict with any applicable plan, [policy or regulation of any agency adopted for the purpose of reducing the emissions of GHGs.*
- c. *Generate Greenhouse Gas Emissions/Conflicts with Applicable Plan, Policy or Regulations.*

The City Council approved a Climate Action Plan and amended Zoning Code Article 47 (Environmental Quality Regulations) on December 4, 2013, that incorporated Greenhouse Gas Emissions (GHG) thresholds to implement the provisions of the Climate Action Plan; Article 47 (Effective January 11, 2014) states:

Greenhouse Gas (GHG) emissions- In situations where a negative declaration is otherwise appropriate, the following incremental GHG emissions are generally not considered significant:

- a. Projects that do not generate more than 2,500 metric tons (MT) of Carbon Dioxide equivalent (CO₂e) greenhouse gas (GHG) emissions; or
- b. Projects generating more than 2,500 MT CO₂e that have achieved 100 points implementing reduction measures outlined in the Escondido Climate Action Plan (E-CAP) screening tables, adopted by separate Resolution; or
- c. Projects generating more than 2,500 MT CO₂e that demonstrate through a project specific analysis quantifying GHG emission can, through mitigation and design features, reduce GHG emissions consistent with the E-CAP.

The proposed zone change and Tentative Subdivision would generate Greenhouse Gas (GHG) emissions that would contribute directly and cumulatively to global climate change by short-term use of construction equipment and long-term as a result of automobile trips, water and energy consumption and solid waste generation. Global climate change refers to changes in average climate conditions on Earth, as a whole, including temperature, wind patterns, precipitation and storms. Global temperatures are moderated by naturally occurring gases.

These gases are referred to as greenhouse gases (GHG) because they function like a greenhouse by allowing light in while preventing heat from escaping.

The State of California has not published thresholds of significance for measuring the impact of greenhouse gas (GHG) from specific projects. CEQA (California Environmental Quality Act) Guidelines Section 15065.7 provides that "each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects." The City of Escondido's adopted Climate Action Plan (CAP) includes "Greenhouse Gases Emissions CEQA thresholds and Screening Tables" (Screening Tables) that incorporate measures for reducing GHG emission within Escondido by 15% below existing levels by 2020.

The City's Climate Action Plan includes threshold of 2,500 MT CO₂e annual emissions as a guide to define small projects that do not generate significant GHG impacts. According to Appendix B of the Screening Tables (Sample Project Sizes by Land Use Category That Generate Less Than 2,500 MT CO₂e Per Year), a newly constructed subdivision consisting of 86 dwelling units would reach this threshold. The contribution to GHG emission from the proposed subdivisions would be negligible because: (1) existing single-family homes are to remain, (2) only three new dwelling units are proposed, (3) the proposed subdivision is surrounded on all four sides by residential and (4) the potential amount of MT CO₂e per year would be far below the City's threshold for small projects. Therefore, no significant impact to Greenhouse Gas (GHG) Emissions would occur as a result of the project.

VIII. HAZARDS AND HAZARDOUS MATERIALS

Significance Criteria and Impact Analysis

The effects of a project on hazards and hazardous materials are considered to be significant if the proposed project would:

- a. *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;*
- b. *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;*
- c. *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school; or,*
- d. *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment*

Due to the residential nature of the development and the lack of hazardous materials associated with the proposed residential development, the project would not result in the creation of any health hazard, the release of any hazardous substance, or the exposure of people to potential health hazards. In addition, the project would comply with all applicable building and fire codes.

The project site is not located near an airport or private airstrip and the site has not been identified on the Hazardous Waste Sites List which is published by the California Environmental Protection Agency (CAL/EPA) through the County Health Department's HMMMD (Hazardous Material Management Division). Therefore, no significant hazards or hazardous material impacts would occur.

No significant odors, pools of liquid, significantly stained soils, indicators of underground storage tanks, pits or ponds were observed on the site. No evidence or indication of releases of petroleum hydrocarbons, heavy metals, hazardous chemicals, or other "recognized environmental conditions" have been revealed at the subject site in its present or previous conditions.

The project does not involve the use or storage of hazardous materials that would result in a reasonably foreseeable upset or accident conditions. The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school. Water for the site would be provided by the Escondido Municipal Water District from upgraded mains located within the adjacent streets/easements. No groundwater wells would be used to supply water for the site. Accordingly, the project will not create a significant risk of upset or hazard to human health and safety.

- e. *For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, impacts would occur if the project results in safety hazard for people residing or working in the project area; or,*
- f. *For a project within the vicinity of a private airstrip, the project results in a safety hazard for people residing or working in the project area; or,*
- g. *Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan; or,*
- h. *Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.*

The project is not located within an airport land-use plan, an airport land-use plan that is to be adopted, or within 2 miles of a public airport. The project is not located within the vicinity of a private airstrip and would not result in a safety hazard for people residing or working in the project area.

Based on the comments from the Police and Fire Departments the project does not include activities or structures that would impair implementation of, or physically interfere with, an emergency response plan. The project would be required to comply with all applicable Fire, Building, and Health and Safety Code, which would eliminate any potential risk of upset.

The project would not expose people or structures to a significant risk of loss, injury or death involving wild fires since the site is located within a suburban setting and fire protection measures will be implemented. The proposed zoning is RE-20 (Residential Estates, 20,000 SF minimum lot sizes) which promotes single-family urban development on larger estate sized lots. The project is surrounded by single-family residential development on all four sides. The site has been identified as being within a High Fire Severity Zone by the City's Fire Department. Properties located within a high fire severity zone are required to provide fire protection

measures for each residence (example: fire sprinklers, enhanced construction etc...). Therefore, with a combination of fire protection construction used on all residences and providing fuel modification around the project the amount of risk and loss involving wildfires will be less than significant.

IX. HYDROLOGY AND WATER QUALITY

Significance Criteria and Impact Analysis

The effects of a project on hydrology and water quality are considered to be significant if the proposed project would:

- a. Violate any water quality standards or waste discharge requirements, including but not limited to increasing pollutant discharges to receiving waters (Consider temperature, dissolved oxygen, turbidity and other typical storm water pollutants);*
- b. Have potentially significant adverse impacts on ground water quality, including but not limited to, substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted);*
- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river in a manner which would result in substantial/increased erosion or siltation on- or off-site;*
- d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site and/or significant adverse environmental impacts;*
- e. Cause significant alteration of receiving water quality during or following construction;*
- f. Cause an increase of impervious surfaces and associated runoff;*
- g. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff;*
- h. Cause potentially significant adverse impact on ground water quality;*
- i. Cause or contribute to an exceedance of applicable surface or ground water receiving water quality objectives or degradation of beneficial uses;*
- j. Is the project tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired;*
- k. Otherwise substantially degrade water quality;*
- l. Create or exacerbate already existing environmentally sensitive areas;*
- m. Create potentially significant environmental impact on surface water quality, to either marine, fresh, or wetland waters; or,*
- n. Impact aquatic, wetland or riparian habitat.*

The subject site is mainly undeveloped, with three single-family residences that are to remain and would need to be modified to meet current development standards for the RE zoning. The amount of run-off from the site would be expected to increase once the site is developed due to the amount of impervious surfaces associated

with the proposed construction of three single-family residences (i.e. roofs, driveways, garages, hardscape, etc.). The project would be required to comply with National Pollution Discharge Elimination System (NPDES) standards; consequently, the Engineering Department has determined that runoff from the project would not be considered significant and the project would not materially degrade the existing drainage facilities. The City would provide sewer and water service from mains located within the adjacent street (Cranston Drive); consequently, no significant impact is expected to occur to the groundwater. The project is outside the 100-year flood plain area as identified on current Flood Insurance Rate Maps (FIRM). Therefore, the project site is not subject to potential flooding, landslides or mudflows.

Typical urban pollutants associated with this type of project include oil, grease, solvents, antifreeze, cleaners, various fluids and fuels, trash/debris, fertilizers, and organic matter, which require proper use, storage, and disposal. Under the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit issued in 1990 to the County of San Diego and to the City of Escondido, as one of the co-permittees, all development and significant redevelopment is obligated to implement structural and non-structural non-point source pollution control measures known as Best Management Practices (BMPs) to limit urban pollutants reaching the waters of the U.S. to the maximum extent practical. The NPDES permit requires the preparation of a site-specific Stormwater Pollution Prevention Plan (SWPPP). The implementation of this permit system requires that specific management practices be implemented at the time of construction. The project would not withdraw groundwater or interfere with groundwater recharge and groundwater table level. Grading operations associated with the project development are not expected to impact groundwater or be a factor during removal and any recompaction onsite. Water service to the site would be provided by the City of Escondido with extensions of nearby facilities. Standard BMPs would be implemented during construction to adequately control erosion and siltation impacts to a less than significant level.

Proper use of erosion and sediment control measures as well as BMPs (which are standard requirements as part of the grading permit) would reduce potential water quality impacts to less than significant. The project does not include activities that would discharge pollutants into groundwater aquifers.

- o. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map;*
- p. Place project within a 100-year flood hazard area structures which would impede or redirect flood flows;*
- q. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or,*
- r. Inundate the site by seiche, tsunami, or mudflow.*

The project site is located outside the 100-year flood zone according to SanGIS. Therefore, no structures would impede or redirect flood flows. The project does not propose to construct a levee or dam and would not otherwise expose people or structures to a significant risk of flooding. Therefore the proposed project does not include activities that would increase the risk of inundation by seiche, tsunami, or mudflow.

X. LAND USE AND PLANNING

Significance Criteria and Impact Analysis

The effects of a project on existing or planned land uses are considered significant if the proposed project would:

- a. Physically divide an established community;*
- b. Conflict with any applicable land-use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

The project proposes a zone change for twenty-one (21) parcels from RE-30 (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates 20,000 SF minimum lot size) in conjunction with the subdivision of two parcels totaling 7.41-acres into six residential lots. The proposed zone change to RE-20 would be in conformance with the current General Plan Land Use designation of Estate II (E2), which allows up to 2 du/ac dependent on slopes. Out of the twenty-one parcels being rezoned ten of them would be in conformance with the 20,000 SF minimum lot size and the eleven other parcels ranging in size from 12,156 to 19,906 SF would be closer to conformance with the General Plan and the RE-20 zoning. No lots included in the zone change area, other than the subject site, are able to subdivide under the proposed RE-20 zoning (Residential Estates, 20,000 SF minimum lot size).

Adequate public facilities are available and water and sewer service can be provided to the project and the neighboring parcels with nominal extension of the nearby facilities. The proposed project would not disrupt or divide the physical arrangement of the area since access is provided to the subject property with sufficient capacity to accommodate the proposed project. The proposed project would not change the designation of the existing streets, alter street patterns or designs, or require the development of any new roads. Development of the project and proposed improvements would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of the surrounding parcels. The project's construction also would not create any new land use barriers, or otherwise divide or disrupt the physical arrangement of the surrounding community.

- c. Conflict with any applicable habitat conservation plan or natural community conservation plan;*

The project would not conflict with any local policies or ordinances protecting biological resources since the site is within an urbanized area surrounded by residential properties on all four sides. There are no protected or sensitive habitats or species known to be located on or adjacent to the site. The proposed project area is not designated on the City's Draft Multiple Habitat Conservation Plan (MHCP) Focus Planning Area or any other conservation planning area. The project site includes eighteen live oak trees. The majority of the oak trees will be retained on site and two of the oak trees will be removed. The removal of any mature tree would require to be replaced at a minimum 1:1 ratio with specimen sized trees to be in conformance with the City's tree replacement requirements. Mature oak trees would require replacement at a minimum 2:1 ratio with specimen-sized trees, which would be incorporated into the landscape plans as a condition of the project approval. Therefore, no

detrimental land-use policy impacts would be produced by the proposed project.

XI. MINERAL RESOURCES

Significance Criteria and Impact Analysis

The effects of a project on mineral resources are considered to be significant if the proposed project would:

- a. *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state; or,*
- b. *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land-use plan.*

No known locally important mineral resource recovery site is located on the project site or within the vicinity of the project site. The project would not change the existing availability of mineral resources that would be of value to the region and residents of the state. Therefore, no significant impact to mineral resources would occur as a result of the project.

XII. NOISE

Significance Criteria and Impact Analysis

The effects of a project on noise are considered to be significant if the proposed project would result in:

- a. *Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;*
- b. *Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels;*
- c. *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project; or,*
- d. *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.*

Noise generally is defined as loud, unpleasant, unexpected, or undesired sound that is typically associated with human activity and that interferes with or disrupts normal activities. The human environment is characterized by a certain consistent noise level which varies by location and is termed ambient noise. The City's General Plan Noise Element contains policies which outline acceptable noise levels associated with each type of land use. A 60 dBA CNEL exposure is considered normally acceptable for residential land uses. The City requires that noise levels be presented in terms of Community Noise Equivalent Level (CNEL). CNEL is a weighted sound level during a 24-hour period.

The addition of 5 decibels (dB) to average sound levels at evening hours (7 PM to 10 PM) and 10dB to the average night hours (10 PM to 7AM) is applied to account for noise sensitivity during evening and nighttime hours. The grading, clearing and the construction of three single-family residences may generate some short-term noise, but adherence to the restrictions of the Noise Ordinance would result in no negative noise impact.

- e. *For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, significant impact would occur if the project exposed people residing or working in the project area to excessive noise levels; or,*
- f. *For a project within the vicinity of a private airstrip, if the project exposed people residing or working in the project area to excessive noise levels.*

No private or public airstrips are located within 2 miles of the proposed project site; thus, people residing or working in the project area would not be exposed to excessive noise levels due to airport operation

XIII. POPULATION AND HOUSING

Significance Criteria and Impact Analysis

The effects of a project on population and housing are considered to be significant if the proposed project would:

- a. *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*
- b. *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*
- c. *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

Population within the surrounding area and city would incrementally increase with the change of zoning and the construction of three new single-family residences. However, the density of this development would be in conformance with the General Plan land-use designation of the Estate II (E2). The project is surrounded by single-family residential development of similar density and lot size. No lots included in the zone change area, other than the subject site, are able to subdivide under the proposed RE-20 zoning (Residential Estates, 20,000 SF minimum lot size). Every lot has an existing single-family residence. The proposed development of three single-family residences and zone change would not significantly alter the location, distribution, or population density within the area, nor would it impact the City's housing demand. The project would add to the existing housing stock and not create a demand for additional housing. The development also would contribute to the City Regional Share housing requirements. The project would not be considered growth inducing since the project site is within a developed residential area. Public facilities are available within the area to serve the proposed project with nominal extensions. The proposed project would not displace the existing residences since the existing residences are to remain. Therefore, the proposed zone change and the construction of three single-family residences would not significantly alter the location, distribution or population density within the area, nor would it adversely impact the City's housing demand.

XIV. PUBLIC SERVICES

Significance Criteria and Impact Analysis

The effects of a project on public services are considered to be significant if the proposed project would:

a. *Result in substantial adverse physical impacts associated with the provision of new or physically altered Governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

h. *Fire protection*

The proposed project would result in a minimal increase in demand for City Fire services. The area is currently served by Fire Station No 5, located at 2319 Felicita Rd. The City Fire Department has indicated their ability to adequately serve the proposed project and no significant impacts to fire services are anticipated. However, the overall development shall be required to install a new 12" waterline in Cranston Drive to provide adequate water service and fire flow to the proposed development. The site has been identified as being within a High Fire Severity Zone by the City's Fire Department. The subject site and project shall be conditioned to provide fire protection measures for each residence (example: fire sprinklers, enhanced construction etc...). Therefore, with a combination of fire protection construction used on all residences and providing fuel modification around the project the amount of risk and loss involving wildfires will be less than significant. Therefore, less than significant impact would occur.

ii. *Police protection*

Development of the site would result in an incremental increase in demand for Police Services. The Escondido Police Department indicated their ability to adequately serve the proposed project and no significant impacts to police services are anticipated.

iii. *Schools*

The site is within the Escondido Union School District and the Escondido Union High School District. School District boundaries are determined by the school districts. The Escondido Elementary School District and the Escondido High School District have indicated with past projects that due to the continuing growth throughout the area, they are unable to meet the Quality-of-Life Standards approved within the City of Escondido's General Plan without mitigation of student housing needs generated by new development. The incremental impact of proposed projects on the school system would be offset by the future impact fees collected upon issuance of building permits. These fees are set by the school district. Consistent with the Citywide Facilities Plan, the incremental impact of the project on the school system would be offset by the impact fees collected upon issuance of building permits.

iv. *Parks*

The project would not result in an incremental increase in demand on the City's recreational facilities. The project would not affect existing recreational opportunities since the site currently is not used for recreational activities and is not listed as a potential park site in the City's Master Plan of Parks, Trails and Open Space. Therefore, no significant impact to recreational resources would occur as a result of the project.

v. *Libraries*

The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered library facilities or staff, since the development of the six proposed residential lots would not result in a significant increase in demand on library services, or the development of additional library spaces, books or other related items.

vi. *Gas/Electric*

SDG&E would provide gas and electric facilities to the project. The proposed project would not result in substantial adverse physical impacts associated with the provision of new or physically altered SDG&E facilities. Development of the site with three additional new single-family residences would create an increased demand for gas and electricity over existing levels, but the project increase is not significant on an area-wide level and the project would not require a major expansion existing SDG&E power transmission facilities. Therefore, no significant impacts are anticipated to occur with respect to increased power demand from the proposed project.

XV. RECREATION

Significance Criteria and Impact Analysis

The effects of a project on public services are considered to be significant if the proposed project would:

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated;*
- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment;*

The proposed subdivision of two lots into six lots for the construction of three single-family residences and proposed Zone Change would not cause an incremental increase in demand on the City's recreational facilities. The proposal will not impact the quality or quantity of existing recreational opportunities since no recreational opportunities currently exist on the site. The project site is not listed as a potential park site in the City's Master Plan of Parks and Trails. Therefore, no significant impact to recreational resources would occur as a result of the project.

XVI. TRANSPORTATION/TRAFFIC

Significance Criteria and Impact Analysis

The effects of a project on transportation and traffic are considered to be significant if the proposed project would:

- a. *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit*

and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.

- b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measure, or other standards established by the county congestion management agency for designated roads or highways*
- c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*
- d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*
- e. Result in inadequate emergency access?*
- f. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?*

Significant Determination – To determine the project impacts to roadway segments and intersections, the City of Escondido has developed thresholds based on allowable increases in delay at intersections and volume to capacity ratios (v/c Ratio) for roadway segments. At intersections, the measurement of effectiveness (MOE) is based on allowable increases in delay. At roadway segments, the MOE is based on allowable increases in the volume-to-capacity (v/c) ratio. At intersections that are expected to operate at LOS E or F with the project, the allowable increase in delay is two seconds. If vehicle trips from a project cause the delay at an intersection to increase by more than two seconds, this would be considered a significant project impact that requires mitigation. Under this condition, the applicant would be responsible for mitigation to restore the operations of the intersection to LOS D or better. If an existing intersection is at LOS E or F, the intersection would be considered an existing deficiency and the applicant would be responsible for making a fair-share contribution toward intersection improvements to achieve a LOS D or better. A fair-share contribution is based on the project's proportionate traffic contribution to the overall traffic volumes entering an intersection. For roadway segments that are forecasted to operate at LOS MID D or worse and the increase in v/c ratio exceeds 2% this would be considered a significant project impact that requires mitigation. The City's Quality of Life standards set out under the City of Escondido General Plan indicates that any project that adds 200 ADT or more to a roadway segment that operates at a level of service of mid-D, E or F is considered a significant impact.

Existing Conditions- Access to the site is provided by Cranston Drive, which is classified as a Residential Street with a 56-foot right of way in the Mobility and Infrastructure Element of the General Plan. The existing improvements between Las Palmas Avenue and Cranston Crest consist of the west side of Cranston Drive widened to 18' paving from road center line, and improved with curb, gutter and concrete sidewalk; east side has been widened to 12' paving from center line with ac berm. No improvements will be required along Cranston Drive. A private road easement (32' wide, with a 4' sidewalk on one side and no parking on either side) and cul-de-sac will be constructed off of Cranston Drive for the project and in-conformance with the City's Design Standards. The maintenance of the private road easement will be maintained by the homeowners and will be incorporated in the conditions of approval for the project. However, the project has been conditioned to improve the driveway approach off of Cranston Drive to City standards and will be incorporated into the conditions of approval.

Project Traffic- The Engineering Division has indicated that the creation of six (6) parcels for the purpose of constructing three new single-family residences would add an additional thirty-six average daily trips (36 ADT) and would not materially degrade the level of service on the adjacent street (Cranston Drive) and intersection (West Citracado Parkway & Cranston Drive) since street improvements are currently constructed on the east side on Cranston Drive and that the streets and intersections would continue to operate a Level-of-Service "C" or better, which is consistent with the General Plan Circulation Element Goal, and the project would not add more than 200 trips onto a street segment that operates at a LOS Mid-D. In addition, the relatively low amount of peak-hour trips would not adversely impact the levels of service on the areas intersections since the trips would not result in a delay of more than 2 seconds at any intersections that might operate at unacceptable levels. Therefore, no significant project impacts were identified and no mitigation measures are necessary for any direct or cumulative impacts.

Construction Traffic- Temporary traffic impacts would occur during site preparation/grading, off-site improvements to the water mains in Cranston Drive and construction activities. A moderate amount of grading is anticipated to prepare the site and equipment used for grading and excavation generally would remain on site and would not contribute to a substantial increase in traffic. Additional traffic would be associated with haul truck trips associated with the anticipated export of material, construction employee trips to and from the site, equipment delivery and removal, and other related activities. Each construction phase would have its own traffic intensity and duration. Approximately 1,300 cubic yards of export is anticipated as part of the grading operations. This equates to approximately 65 truckloads (one in and one out) during the rough grading operations. Potential impacts from hauling, construction operations and water main improvements would be avoided by requiring the project to coordinate and implement safety/traffic control measures with the City that minimize potential conflicts. In addition, construction traffic typically occurs during the off-peak hours. All traffic control measures would be implemented at the specific project level prior to the onset of construction activities. Therefore, impacts to LOS during temporary construction would be less than significant.

Design Features/Hazards/Emergency Access – The project does not include any design features or incompatible uses that would substantially increase hazards. The project location does not pose special hazards related to limited visibility or dangerous intersections. Appropriate access to the site to City standards would be provided off of Cranston Drive. The design of the project provides adequate fire lanes and turnaround areas for emergency vehicles.

Air-Impacts - The project is not located within the vicinity of a public or private airstrip and would not result in a change in air traffic patterns, increase in traffic levels, or a change in location that results in substantial safety risks.

Adopted Plans/Policies – The proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation. Bus service is not provided in the vicinity of the site. The project would not impact existing or planned bicycle lanes. The project would not impact existing or planned alternative transportation projects. Therefore, no impacts will occur.

Congestion Management – None of the adjacent streets is designated as a Congestion Management Program (CMP) Arterial.

XVII. UTILITIES AND SERVICE SYSTEMS

Significance Criteria and Impact Analysis

The effects of a project on utilities and service systems are considered to be significant if the proposed project would:

- a. *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board;*
- b. *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;*
- c. *Require, or result in, the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;*
- d. *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed;*
- e. *Result in a determination by the wastewater treatment provider which serves, or may serve, the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments;*
- f. *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs;*
- g. *Comply with federal, state, and local statutes and regulations related to solid waste;*

Solid Waste – Escondido Disposal, Inc. (EDI) currently provides solid waste removal service for the Escondido area. EDI also operates a solid waste transfer station at their Washington Avenue site where solid waste is consolidated into larger transfer trucks and taken to a Class III landfill for disposal. Solid waste pick-up will be available for the project by EDI for all phases of the project implementation.

Sewer/Water Service – Adequate public facilities are available with nominal extensions. Sewer service can be provided to the project with nominal extensions of nearby facilities. The Engineering Division has indicated that city sewer is available off of Cranston Drive. The three existing residences on site are currently on septic, and will be conditioned to connect to the new sewer and water within the easement road. Water service shall be provided by Escondido Municipal Water District from a main in Cranston Drive that will need to be upsized from a 6" waterline to a 12" waterline and extend south approximately 500 feet to tie into an existing line just past Citracado Parkway to provide the necessary fire flow (2,500 gpm) required by the Fire Department. The existing 6" line in Cranston Drive would be abandoned until the new 12" line is constructed and all affected property owners are reconnected to the new 12" line.

Parcel four is designed to be at a lower elevation (pad elevation 592) than the other five parcels and the private road easement. In order to provide adequate sewer service to parcel 4 since the lot is not able to gravity flow to the new sewer main in the street, the City's Utilities Department is requiring parcel 4 to install a private sewer force main and private sewer pump, which would allow the future owner of parcel 4 to pump up hill to the sewer main. The maintenance of the private sewer force main and pump will be maintained by the homeowner of Parcel 4 and will be incorporated in the conditions of approval for the project.

Drainage Facilities – The Engineering Division has indicated that the construction of three single-family residences would not require the construction of new storm drains or adversely impact existing facilities. A drainage study would be required to determine the extent of drainage facilities necessary to control runoff. No significant drainage impacts are anticipated based upon the proposed grading plan and the anticipated residential use of the site.

Mitigation Measures:

With the implementation of the following mitigation measures, the project impact will be reduced below the level of significance.

1. To provide adequate water service for each new residence the developer shall be required to disconnect the existing 6" waterline in Cranston Drive and construct a new 12" waterline in Cranston Drive which ties into the existing 12" main located approximately 182 feet just south of Citracado Parkway and reconnect the existing residences that have water meters being served by the existing 6" water main along Cranston Drive to the new water line. The new waterline shall be shown on the waterline improvement plans to the satisfaction of the Planning and Engineering. (Mitigation Measure).
2. Parcel four shall be required to have a private sewer force main and private sewer pump since the parcel is designed at a lower elevation and not able to gravity flow to the new sewer main in the street. These sewer requirements shall be shown on the utility plans and grading plans to the satisfaction of the Planning and Engineering Divisions. (Mitigation Measure).

MANDATORY FINDINGS OF SIGNIFICANCE

Potential impacts to the environment as a result of this project are in the areas of Biology, and Utilities and Service systems. As mitigated, the project is not expected to have any significant impacts, either long-term or short term, nor would it cause substantial adverse effects on human beings, either directly or indirectly. The project would not degrade the quality of the environment for plant or animal communities, substantially reduce the habitat of a fish or wildlife species, cause fish or wildlife populations to drop below self-sustaining levels, threaten to eliminate a plant or animal community, nor reduce the number or restrict the range of endangered plants or animals. The project would not eliminate important examples of the major periods of California history or prehistory. As described, the project's impacts would be avoided by incorporation of project design measures, or mitigated to levels below significance, and no cumulatively considerable impacts would occur. Therefore, the proposed project would not have a significant individual or cumulative impact on the environment.

Materials Use in Preparation of this Analysis

1. Escondido General Plan – update May 2012
2. Escondido General Plan Update Environmental Impact Report- May 2012
3. Escondido Zoning Code and Land Use Maps
4. SANDAG Summary of Trip Generation Rates
5. Escondido Historic Sites Survey
6. City of Escondido – Comments from other Departments
 - Engineering Division
 - Traffic Division
 - Building Division
 - Fire Department
 - Police Department
 - Planning Division
 - Utilities Division
7. Site Visits, field inspections & Photographs
8. FIRM maps (Flood Insurance Rate Maps)
9. Draft MHCP maps (Multiple Habitat Conservation Program)
10. USGS Map for San Diego (Escondido) area
11. County of San Diego Health Department, Hazardous Material Management Division (HMMD)
Hazardous Sites List
12. Escondido Drainage Master Plan (1995)
13. Project Description and Preliminary Information
14. Escondido Water Master Plan (2000)

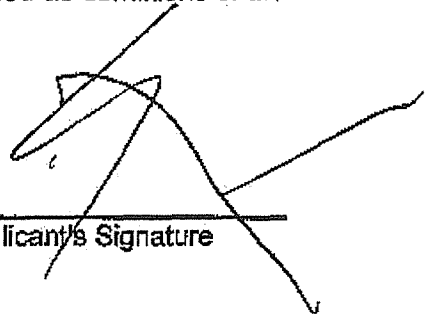


CITY OF ESCONDIDO
 PLANNING DIVISION
 201 NORTH BROADWAY
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 (760) 839-4671

ACKNOWLEDGEMENT OF ENFORCEABLE COMMITMENT

Case No.: ENV13-0004, SUB13-0001 & PHG13-0003

The items listed on the attached Mitigation Monitoring Program/Report constitute an enforceable commitment in conformance with Section 21081.6(b) of the California Environmental Quality Act (Public Resources Code Sections 21000-21178). The applicant shall be required to provide, and comply with, all of the mitigation measures listed herein. These mitigation measures also have been included as conditions of the project approval.

2/4/14	Scott B. Sparks	
Date	Applicant's Name (printed)	Applicant's Signature



City of Escondido
 Planning Division
 201 North Broadway
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ATTACHMENT "A"
MITIGATION MONITORING REPORT
CASE No: ENV13-0004, SUB13-0001 & PHG13-0003

PROJECT NAME: Zone Change & Subdivision
PROJECT DESCRIPTION: a change of zoning for twenty-one (21) parcels from RE-30 zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size), in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots, and off-site improvements to the existing water mains in Cranston Drive.

PROJECT LOCATION: 2460 & 2466 Cranston Drive (APN 238-142-25 & 26).

CONTACT PERSON: Mr. Bill Yen & Associates
PHONE NUMBER: (858) 679-8010

APPROVAL BODY/DATE:
PROJECT MANAGER: Darren Parker

Phase at which the Mitigation Measures are to be implemented

NATURE OF IMPACT	MITIGATION MEASURE	IDENTIFICATION. NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
Temporary Protective fencing to be installed	Prior to issuance of grading permits, temporary protective fencing shall be installed around the drip-line of all mature/protected trees that are designated to remain. The barricades or fencing are to remain in place until completion of all grading and construction. The location and detail of the protective fencing shall be shown on the grading and landscaping plans.	Biological Resources (4). Mitigation Measure #1	Applicant		



Phase at which the Mitigation Measures are to be implemented

NATURE OF IMPACT	MITIGATION MEASURE	IDENTIFICATION. NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
Adequate Water Pressure	To provide adequate water service for each new residence the developer shall be required to disconnect the existing 6" waterline in Cranston Drive and construct a new 12" waterline in Cranston Drive which ties into the existing 12" main located approximately 182 feet just south of Citracado Parkway and reconnect the existing residences that have water meters being served by the existing 6" water main along Cranston Drive to the new water line. The new waterline shall be shown on the waterline improvement plans to the satisfaction of the Planning and Engineering Divisions prior to issuance of grading permits.	Utilities & Service Systems (17) Mitigation Measure #1	Applicant		
Adequate Sewer Pressure for Parcel 4	Parcel four shall be required to have a private sewer force main and private sewer pump since the parcel is designed at a lower elevation and not able to gravity flow to the new sewer main in the street. These sewer requirements shall be shown on the utility plans and grading plans to the satisfaction of the Planning and Engineering Divisions.	Utilities and Service Systems (17) Mitigation Measure #2	Applicant		



Environmental Checklist Form (Initial Study Part II)

1. Project title and case file number: ENV13-0004, SUB13-0001 & PHG13-0003
2. Lead agency name and address: City of Escondido, 201 N. Broadway, Escondido, CA 92025
3. Lead agency contact person name, title, phone number and email: Darren Parker, Assistant Planner II (760-839-4553)
4. Project location: Located at the east side of Cranston Drive, just north of Citracado Parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26).
5. Project applicant's name, address, phone number and email: Mr. Bill Yen & Associates, 13071 Poway Road, Poway, CA 92064, (858) 679-8010
6. General Plan designation: Estate II (E2)
7. Zoning: RE-30 zone (Residential Estates 30,000 SF minimum lot size)
8. Description of project: (Describe the whole action involved, including, but not limited to, later phases of the project and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)
A request for a change of zoning for twenty-one (21) parcels from RE-30 Zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size), in conjunction with the subdivision of two parcels totaling 7.41-acres into six (6) residential lots, ranging in size from 20,210 SF to 31,237 SF and off-site improvements to the existing water mains in Cranston Drive. Said Project is located in the RE-30 Zone (Residential Estates, 30,000 SF minimum lot size) and the Estate II (E2) General Plan Land Use designation
9. Surrounding land uses and setting (briefly describe the project's surroundings):
North: RE-30 zone (Residential Estates, 30,000 SF minimum lots size) immediately to the north of the subject site are sixteen (16) existing single-family residences, on lots ranging in size from 19,906 to 36,129 SF and at a slightly higher elevation than the subject site.
South: RE-30 zones (Residential Estates, 30,000 SF minimum lots size) immediately to the south of the subject site are several existing single-family residences on lots ranging in size from 20,000 to 40,000+ SF and are at a higher elevation than the subject site. Access to several of these residences is taken off of a private road off of Cranston Drive.
East: RE-30 zone (Residential Estates, 30,000 SF minimum lots size) directly to the east of the subject site is one single-family residence on 1.37-acres at a lower elevation than the subject site. Ornamental landscaping separates the two properties.
West: RE-30 zone (Residential Estates, 30,000 SF minimum lot size) directly to the west of the subject site are three existing single-family residences on lots ranging from 12,156 SF to 12,311 SF. The properties located to the west of the subject site are at a lower elevation than the subject site. All three residences have direct access

off of Cranston Drive and the rear yards backup to the subject site with a six-foot high wooden fence along the common property line. Further west, across Cranston Drive is a multi-family development in the PD-R 18 zone. (Planned Development Residential, 18 units per acre).

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement).
None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below potentially would be affected by this project involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources | <input type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology and Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input checked="" type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input checked="" type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION shall be prepared.
- I find that, although the proposed project might have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made, or agreed to, by the project proponent. A MITIGATED NEGATIVE DECLARATION shall be prepared.
- I find that the proposed project might have a significant effect on the environment and/or deficiencies exist relative to the City's General Plan Quality of Life Standards, and the extent of the deficiency exceeds the levels identified in the City's Environmental Quality Regulations pursuant to Zoning Code Article 47, Section 33-924 (b), and an ENVIRONMENTAL IMPACT REPORT shall be required.
- I find that the proposed project might have a "potentially significant impact" or "potentially significant unless mitigated impact" on the environment, but at least one effect: a.) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and b.) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT shall be required, but it shall analyze only the effects that remain to be addressed.
- I find that, although the proposed project might have a significant effect on the environment, no further documentation is necessary because all potentially significant effects: (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project.

Dar P
 Signature

2/5/14
 Date

Darren Parker, Assistant Planner II
 Printed Name and Title

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. This section evaluates the potential environmental effects of the proposed project, generally using the environmental checklist from the State CEQA Guidelines as amended and the City of Escondido Environmental Quality Regulations (Zoning Code Article 47). A brief explanation in the Environmental Checklist Supplemental Comments is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. All answers must take into account the whole action involved, including off-site, on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts and mitigation measures. Once the lead agency has determined that a particular physical impact might occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. The definitions of the response column headings include the following:
 - A. "Potentially Significant Impact" applies if there is substantial evidence that an effect might be significant. If there are one or more "Potentially Significant Impact" entries once the determination is made, an EIR shall be required.
 - B. "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 2 below, "Earlier Analyses," may be cross-referenced). Measures incorporated as part of the Project Description that reduce impacts to a "Less than Significant" level shall be considered mitigation.
 - C. "Less Than Significant Impact" applies where the project creates no significant impacts, only less than significant impacts.
 - D. "No Impact" applies where a project does not create an impact in that category. "No Impact" answers do not require an explanation if they are adequately supported by the information sources cited by the lead agency which show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. Earlier Analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c) (3) (D). In this case, a brief discussion should identify the following:
 - A. Earlier Analysis Used. Identify and state where it is available for review.
 - B. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of an adequately analyzed earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - C. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
3. Lead agencies are encouraged to incorporate references to information sources for potential impacts into the checklist (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
4. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
5. The explanation of each issue should identify the significance of criteria or threshold, if any, used to evaluate each question, as well as the mitigation measure identified, if any, to reduce the impact to less than significant.

ISSUES:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. <u>AESTHETICS.</u> Would the project:				
a. Have a substantial adverse effect on a scenic vista? (3,6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (3,5,6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings? (6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (3,6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
II. <u>AGRICULTURAL RESOURCES.</u> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency or (for annexations only) as defined by the adopted policies of the Local Agency Formation Commission, to non-agricultural use? (1,2,3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (1,2,3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use? (1,2,3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III. <u>AIR QUALITY.</u> Where applicable, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan? (1,2,3,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (1,2,3,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (1,2,3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations? (9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people? (9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IV. **BIOLOGICAL RESOURCES:** Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (1,2,3,6,7,8,9,10,11,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (3,8,9,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (3,8,9,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance? (3,8,9,10,11)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (3,8,9,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. <u>CULTURAL RESOURCES.</u> Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (3,5,7,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (3,5,7,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (7,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries? (9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VI. <u>GEOLOGY AND SOILS.</u> Would the project:				
a. Expose people or structures to potentially substantial adverse effects, including the risk of loss, injury, or death involving: (3,7,8,9,10)				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Strong seismic ground shaking? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Landslides? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VII. <u>GREENHOUSE GAS EMISSIONS.</u> Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (1,2,3,4,6,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses? (1,2,3,4,6,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VIII. <u>HAZARDS AND HAZARDOUS MATERIALS.</u> Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (3,6,8,9,10,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (3,6,8,9,10,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (3,6,8,9,10,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (3,6,8,9,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in safety hazard for people residing or working in the project area? (3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (8,9,10,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. HYDROLOGY AND WATER QUALITY. Would the project:

a. Violate any water quality standards or waste discharge requirements, including but not limited to increasing pollutant discharges to receiving waters (Consider temperature, dissolved oxygen, turbidity and other typical storm water pollutants)? (3,6,8,9,10,12,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have potentially significant adverse impacts on ground water quality, including but not limited to, substantially depleting groundwater supplies or substantially interfering with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (6,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river in a manner which would result in substantial/increased erosion or siltation on- or off-site? (8,9,10,11,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site and/or significant adverse environmental impacts? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Cause significant alteration of receiving water quality during or following construction? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Cause an increase of impervious surfaces and associated run-off? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Cause potentially significant adverse impact on ground water quality? (3,6,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Cause or contribute to an exceedance of applicable surface or ground water receiving water quality objectives or degradation of beneficial uses? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Is the project tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired? (3,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. Create or exacerbate already existing environmentally sensitive areas? (8,9,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. Create potentially significant environmental impact on surface water quality, to either marine, fresh, or wetland waters? (8,9,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
m. Impact aquatic, wetland or riparian habitat? (7,8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
n. Otherwise substantially degrade water quality? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
o. Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (3,8,9,10,14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
p. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (8,9,10,14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
q. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (8,9,10,14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
r. Inundation by seiche, tsunami, or mudflow? (8,9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. <u>LAND USE PLANNING.</u> Would the project:				
a. Physically divide an established community? (1,2,3,5,8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land-use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (1,2,3,8,10,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan? (1,2,3,5,8,9,11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XI. <u>MINERAL RESOURCES.</u> Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land-use plan? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XII. <u>NOISE.</u> Would the project result in:				
a. Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (1,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels? (8,9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (8,9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (8,9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (8,9,10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (8,9,10)

XIII. POPULATION AND HOUSING. Would the project:

a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (8,9,10)

b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (8,9,10)

c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (3,8,9,10)

XIV. PUBLIC SERVICES. Would the project:

a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: (1,2,3,6,7,8,9,10,13)

- i. Fire protection?
- ii. Police protection?
- iii. Schools?
- iv. Parks?
- v. Other public facilities?

XV. RECREATION. Would the project:

a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (1,2,3,8,9,10)

b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (8,9,10)

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVI. TRANSPORTATION/TRAFFIC. Would the project:

- | | | | | | |
|----|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. | Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths and mass transit? (1,2,4,6,7,8,9) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (1,2,4,6,8,9) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. | Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (4,8,9) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. | Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (4,6,7,9) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. | Result in inadequate emergency access? (6,7,9,10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. | Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (3,6,7,8,9,10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:

- | | | | | | |
|----|--|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| a. | Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (1,2,3,6,7,12,13) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1,2,3,6,7,12,13,14) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | Require, or result in, the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1,2,3,6,7,8,12,13) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (1,2,3,6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves, or may serve, the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (1,2,3,6,7,13)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (1,2,6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste? (1,2,6,7,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:

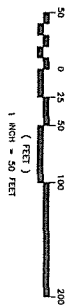
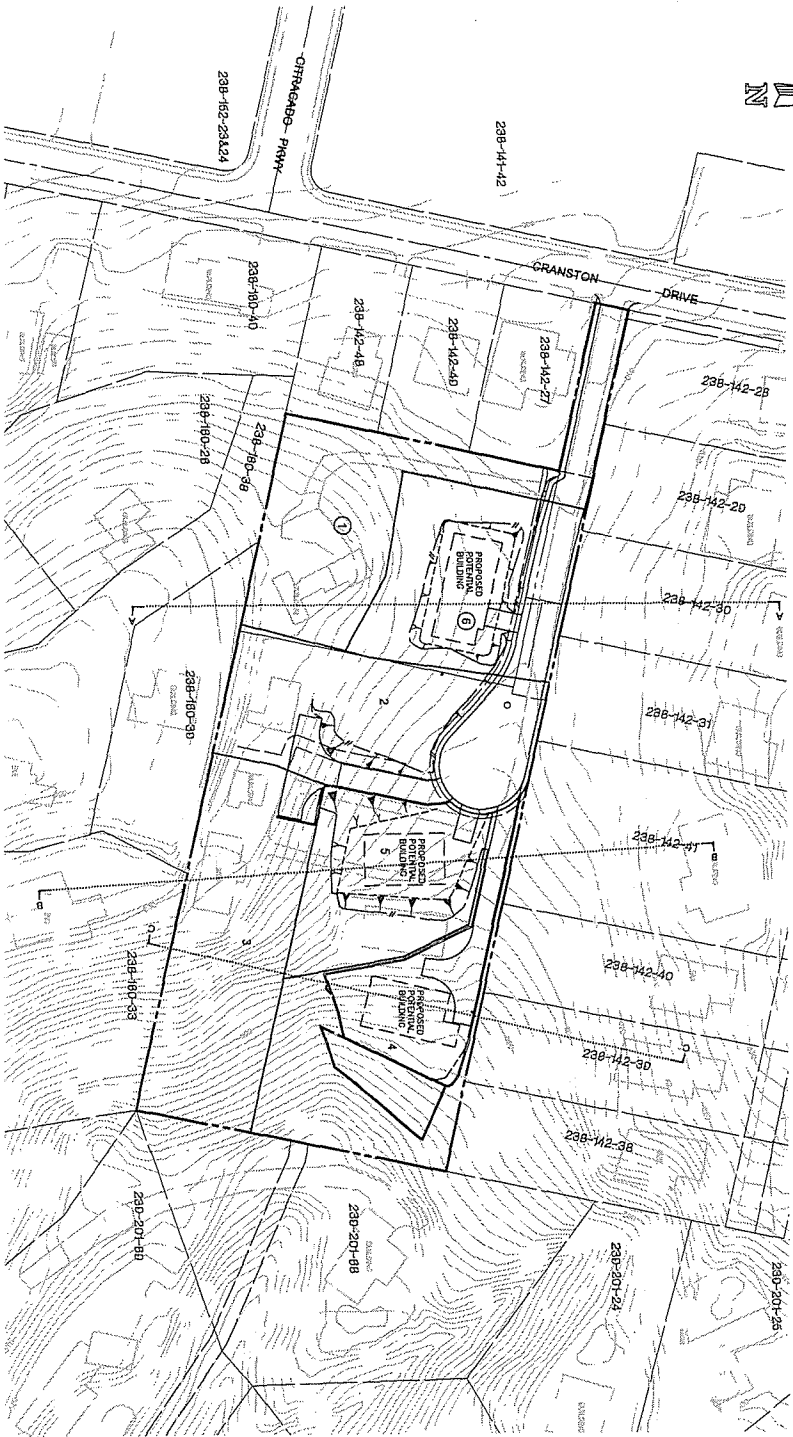
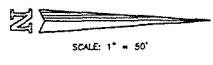
a. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number, or restrict the range, of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? (2,3,6,7,8,9,12,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. (1,2,3,4,5,6,7,8,9,10,11,12,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly? (2,3,6,7,8,11,13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Where deficiencies exist relative to the City's General Plan Quality of Life Standards, does the project result in deficiencies that exceed the levels identified in the Environmental Quality Regulations. (1,2,3,4,5,6,7,8,9,12,13)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source of Information/Material Used in Preparation of this Analysis

1. Escondido General Plan- updated May 2012
2. Escondido General Plan Update Environmental Impact Report- May 2012
3. Escondido Zoning Code and Land Use Maps
4. SANDAG Summary of Trip Generation Rates
5. Escondido Historic Sites Survey
6. City of Escondido- Comments from other Departments
 - Engineering Division
 - Building Division
 - Fire Department
 - Police Department
 - Planning Division
 - Utilities Division
7. Site Visits, field inspections & Photographs
8. FIRM maps (Flood Insurance Rate Maps)
9. Draft MHCP maps (Multiple Habitat Conservation Program)
10. USGS Map for San Diego (Escondido) area
11. County of San Diego Health Department, Hazardous Material Management Division (HMMD) Hazardous Sites List
12. Escondido Drainage Master Plan (1995)
13. Project Description and Preliminary Information
14. Escondido Water Master Plan (2000)

SIGHTLINE EXHIBIT, APN 238-142-25 & 238-142-26

SHEET 1 OF 2 SHEETS



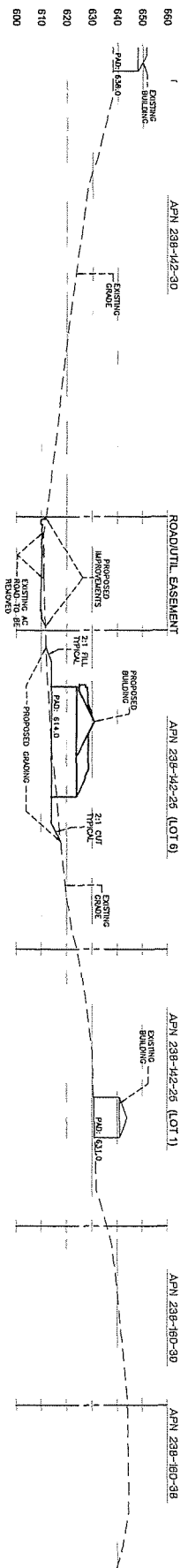
238-142-25 & 238-142-26 - SHEET 1 OF 2

PREPARED FOR:
 SCOTT B. ARENS
 1628 BELLEGAARD AVENUE
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 PHONE: 916-444-4333

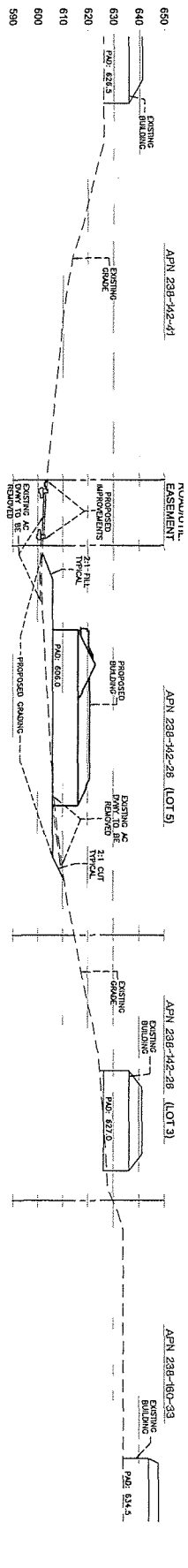
PREPARED BY:
 BILL YEN & ASSOCIATES, INC.
 1830 CHILCOTTE AVENUE, SUITE 200
 1830 CHILCOTTE AVENUE
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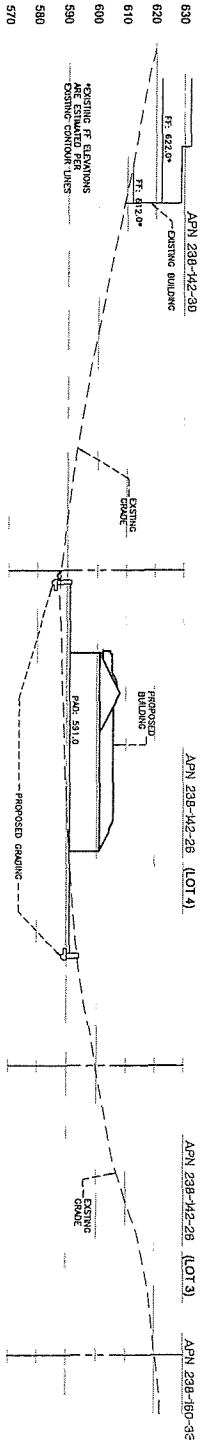
SUB 13-0001 ZONE CHANGE AND TENTATIVE MAP - APN 238-142-25 & 26



SECTION A-A: WEST ELEVATIONS
SCALE: 1" = 20'



SECTION B-B: CENTER ELEVATIONS
SCALE: 1" = 20'



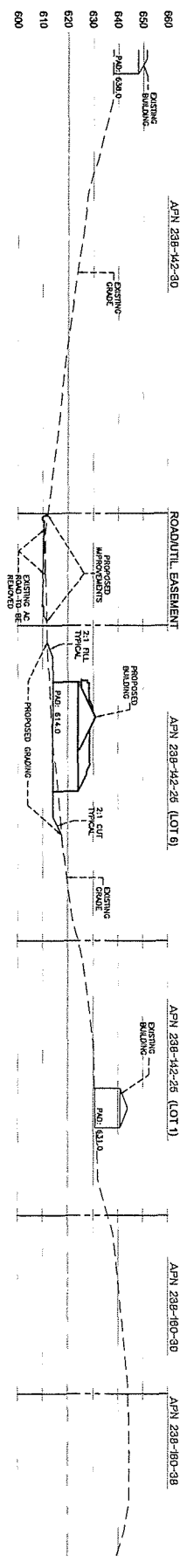
SECTION C-C: EAST ELEVATIONS
SCALE: 1" = 20'

PREPARED BY:
IBBY BILL YEN & ASSOCIATES, INC.
 CIVIL ENGINEERING - SURVEYING - SITE PLANNING
 13701 ROYAL PALACE ROAD, ROYALTON, CA 95667-4519
 (916) 591-5015 FAX (916) 591-5013

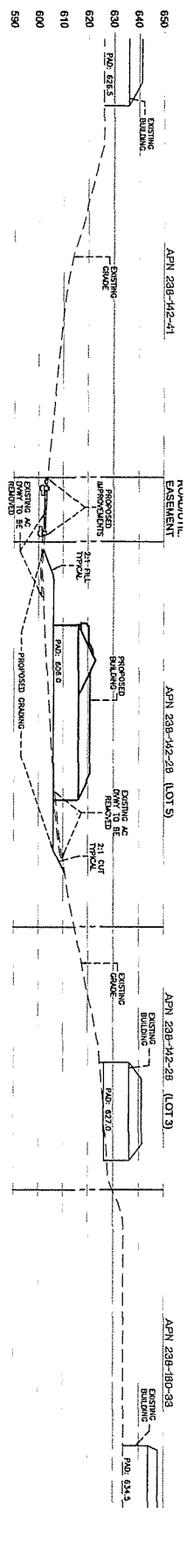
PREPARED FOR:
 SCOTT B. ARENS
 6080 SULLO, CA 95621
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 PLOT DATE: 2/19/14

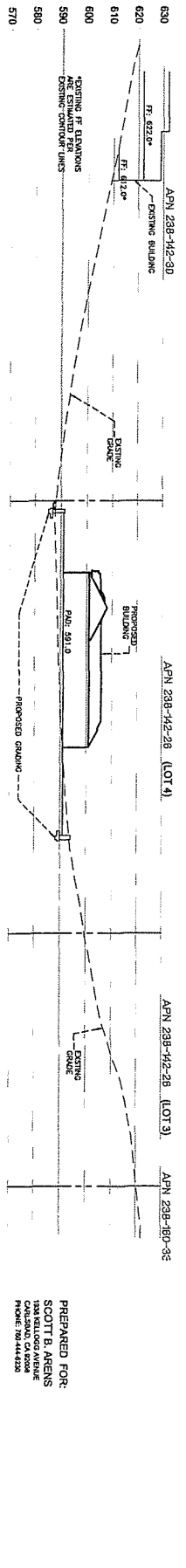
SUB 13-0001 ZONE CHANGE AND TENTATIVE MAP - APN 238-142-25 & 26



SECTION A-A: WEST ELEVATIONS
SCALE: 1" = 20'



SECTION B-B: CENTER ELEVATIONS
SCALE: 1" = 20'



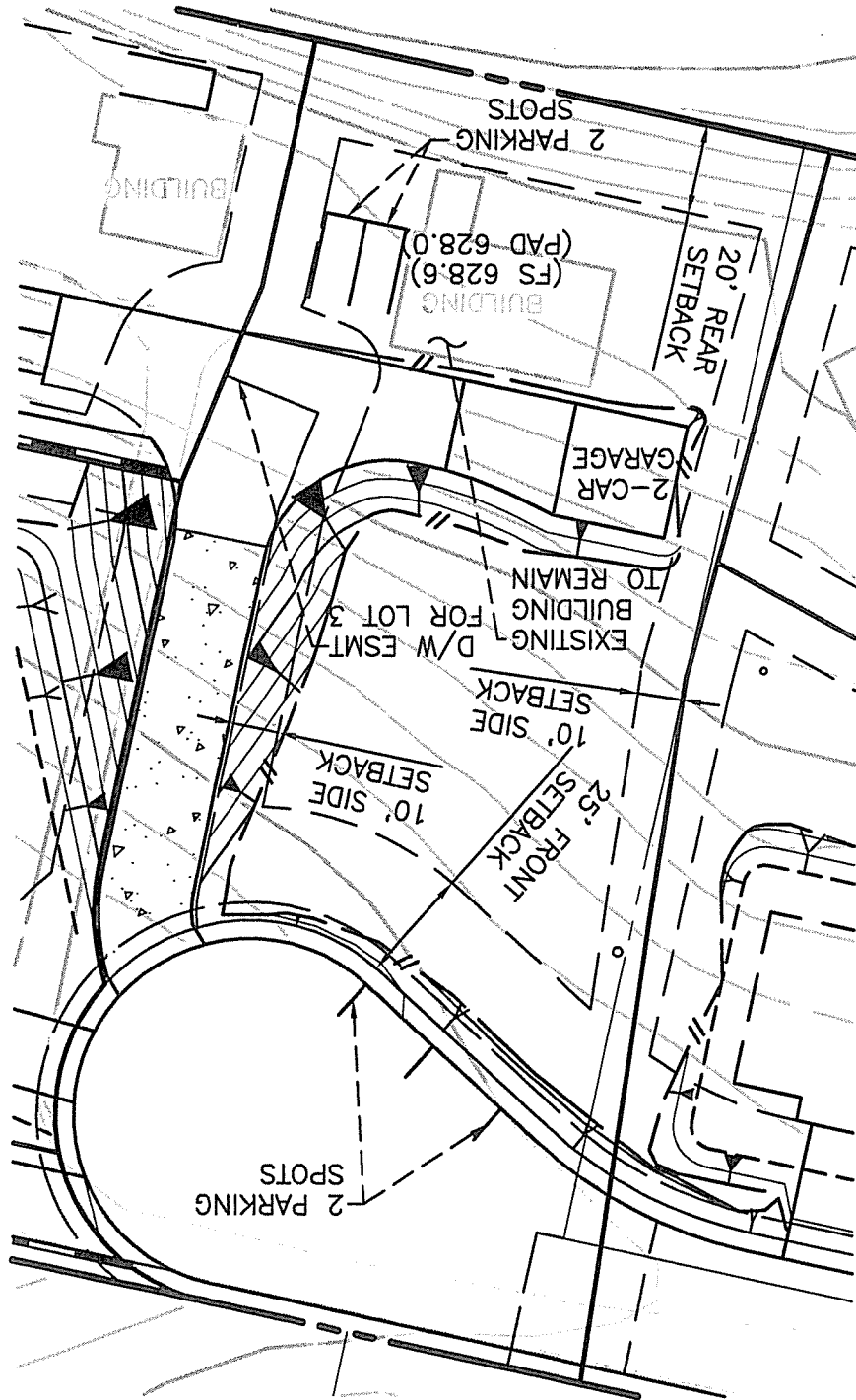
SECTION C-C: EAST ELEVATIONS
SCALE: 1" = 20'

PREPARED BY:
IBVM BILL YEN & ASSOCIATES, INC.
 1838 BELLEGG AVENUE
 OAKLAND, CA 94612
 (415) 778-9200

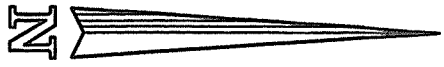
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 NUMBER: 2/14/14

EXHIBIT "A"
LOT 2 PARKING & SETBACK

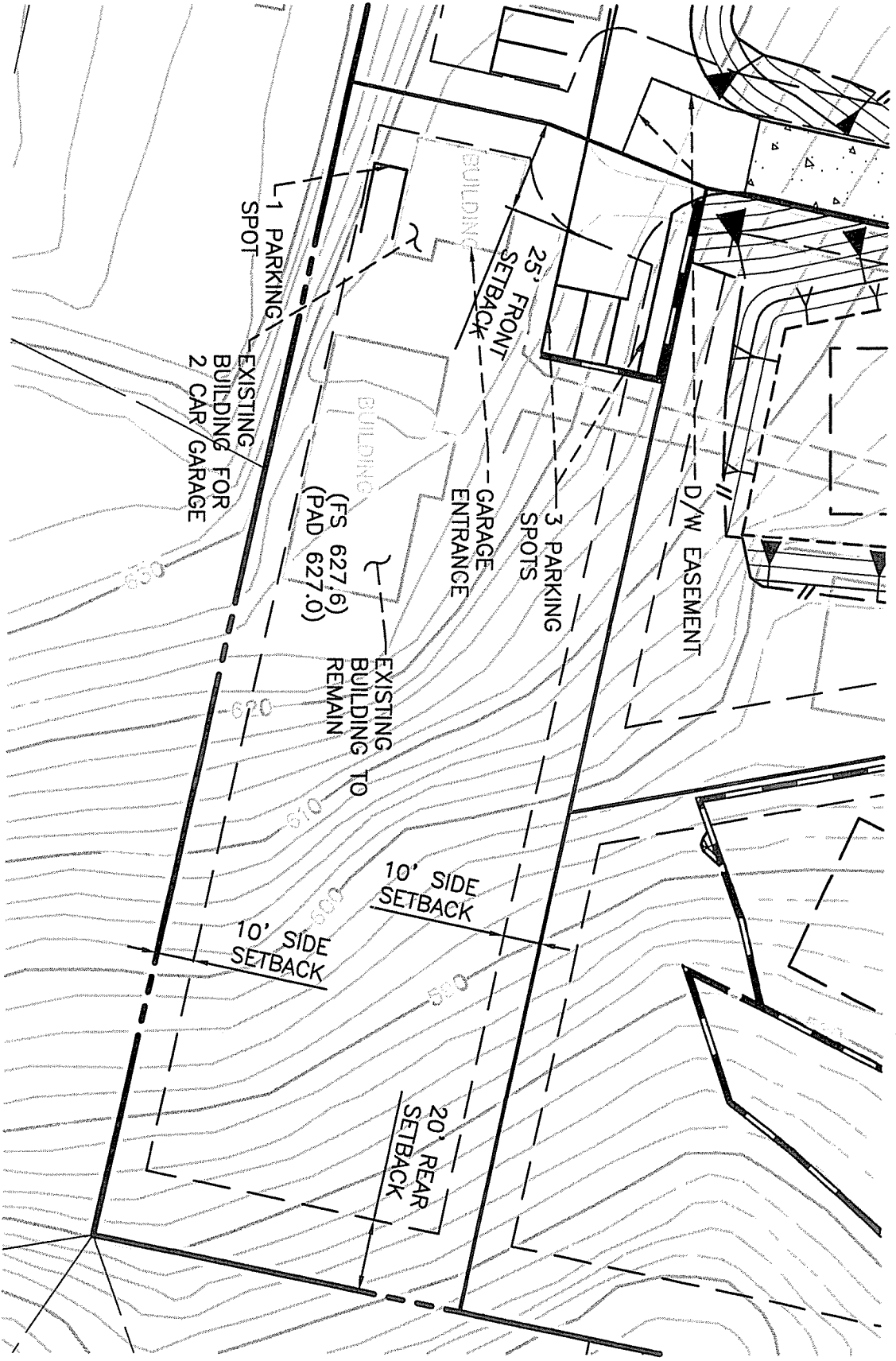
LOT 2



SCALE: 1"=40'

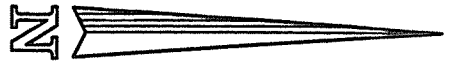


SCALE: 1"=40'



LOT 3

EXHIBIT "B"
LOT 3 PARKING & SETBACK



SCALE: 1"=40'

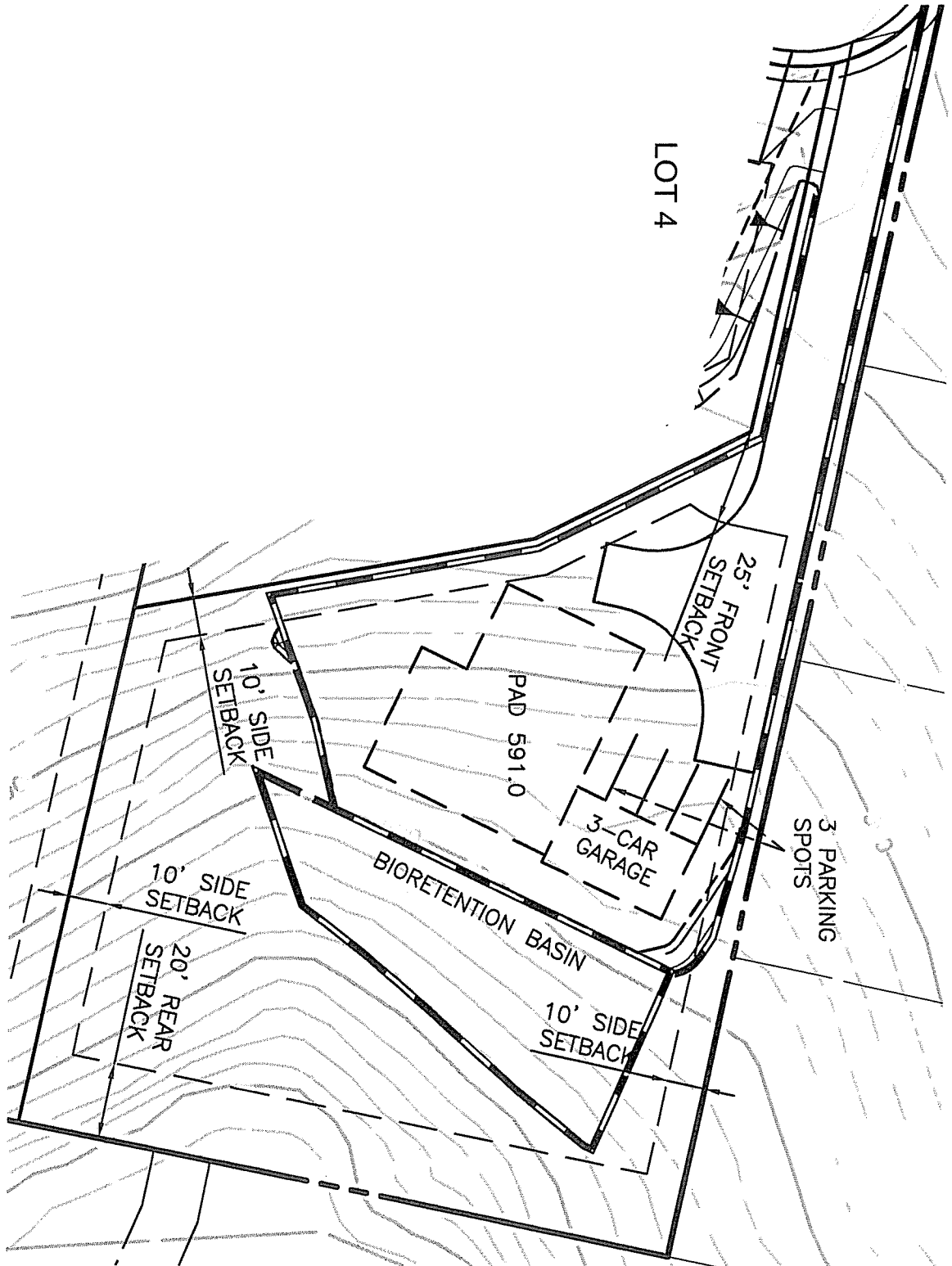


EXHIBIT "C"
LOT 4 PARKING & SETBACK

RESOLUTION NO. 2014-95

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO APPROVE A REQUEST FOR A ZONE
CHANGE OF APPROXIMATELY 16.93-
ACRES FROM RE-30 TO RE-20, IN
CONJUNCTION WITH A 6-LOT TENTATIVE
SUBDIVISION MAP WITH EASEMENT
ACCESS

APPLICANT: William Yen & Associates, Inc.
CASE NO: PHG 13-0003; SUB 13-0001, ENV 13-0004

WHEREAS, the Planning Commission did, on May 27, 2014, consider, and by Resolution No. 6012, recommend approval of a request for a Zone Change from RE-30 (Residential Estates, 30,000 SF minimum lot size) to RE-20 (Residential Estates, 20,000 SF minimum lot size) on approximately 16.93-acres, in conjunction with a six-lot Tentative Subdivision Map with easement access. The subject site is located on the east side of Cranston Drive, north Citracado Parkway and south of Brotherton Road, addressed as 2460 and 2466 Cranston Drive (APN 238-142-25 & 26) more particularly described as Exhibit "C" attached to this Resolution and incorporated by this reference; and

WHEREAS, the applicant for PHG13-0003, SUB13-0001 and ENV13-0004 now seeks approval of the Zone Change and Tentative Subdivision Map from the City Council; and

WHEREAS, the application was assessed in conformance with the California Environmental Quality Act and a Mitigated Negative Declaration was issued on February 5, 2014, (City # ENV13-0004), in conformance with CEQA Section 21080 (c) (2); and

WHEREAS, the City Council has held a duly noticed public hearing to consider the proposal, and desires at this time, and deems it to be in the best interest, to approve said request;

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

1. That the above recitations are true
2. That the City Council has reviewed and considered the Mitigated Negative Declaration which was issued on February 5, 2014 (City # ENV13-0004), and public comments received in response to the Mitigated Negative Declaration as well as materials submitted at the City Council hearing and has determined that it adequately addresses all of the environmental issues associated with the project.
3. That upon consideration of the Mitigated Negative Declaration, all materials in the staff report (a copy of which is on file in the Planning Division), the Planning Commission recommendation, public testimony presented at the hearing, and all other oral and written evidence on this project, the City Council hereby approves said Zone Change, and Tentative Subdivision Map (PHG13-0003, SUB13-0001 and ENV13-0004), subject to the conditions of approval set forth in Exhibit "B."
4. That the approval is based on the Findings/Factors to be considered, and to the conditions of approval set forth in the attached Exhibits "A" and "B," which are incorporated by this reference.
5. That this Tentative Subdivision shall be null and void unless a final Subdivision Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within 36 months of the effective date of this approval, or unless an

Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.

**FINDINGS OF FACT AND FACTORS TO BE CONSIDERED
SUB13-0001 & PHG13-0003
EXHIBIT "A"**

Tentative Parcel Map TPM SUB13-0001

1. The General Plan Land Use designation for the project site is Estate II (up to two single-family dwelling units per acre) with a minimum lot size of 20,000 SF. The project is consistent with General Plan land use designation, which anticipates single-family residential estate development on the project site. The proposed subdivision would be consistent with the General Plan density provisions since the density of the project would be approximately 0.80 du/ac. Six lots also would be consistent with the allowable yield for the project site, which would allow up to 6.44 lots based on the slope analysis prepared for the project.
2. The design and improvements of the proposed six-lot subdivision map with 20,000+ SF lot sizes are consistent with the Estate II (E2) General Plan designation which requires a minimum lot size of 20,000 SF.
3. The site is physically suited for the residential development proposed, as the site is zoned for single-family residential development, and is bordered by existing residential development of similar density and lot sizes.
4. The site is physically suitable for the proposed density of development since the project is an infill development surrounded by development of similar density, and adequate building pads can be provided without negative impact to the surrounding properties.
5. The design of the subdivision map and proposed improvements are not likely to cause serious public health problems since all vehicular traffic generated by the project would not materially degrade the level of service on the adjoining streets or intersections. Adequate sewer and water service could be provided to all parcels through the proposed private road easement which would tie into Cranston Drive.
6. The design of the subdivision map and proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish, wildlife, or their habitat since no stream course or endangered wildlife or sensitive habitat exists on the property.
7. The design of the map and the type of improvements would not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map. This was determined based on review of all available maps and a preliminary title report submitted by the applicant. Neither the City nor its employees assume any responsibility for the completeness or accuracy of these documents.
8. All of the requirements of the California Environmental Quality Act (CEQA) have been met and a Mitigated Negative Declaration was issued for the proposed project on March 3, 2014. The findings of the analysis identified impacts that might potentially be significant, but mitigation measures would reduce these impacts to a less than significant level. The mitigation measures have been included in the Conditions of Approval.
9. The design of the Subdivision Map has provided to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. Lot sizes and subdivision

configuration provide opportunities for passive/solar heating. Landscaping would provide passive cooling opportunities via shading each unit.

10. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to the recordation of the map.

**FINDINGS OF FACT AND FACTORS TO BE CONSIDERED
SUB13-0001 & PHG13-0003
EXHIBIT "A"**

Zone Change PHG13-0003:

1. The public health, safety and welfare will not be adversely affected by the proposed Zone Change since the resulting densities and lot sizes are consistent with the General Plan designation and the surrounding properties, no new islands of zoning would be created.
2. The site is physically suitable for the uses permitted by the proposed zone, since the permitted single-family residential uses are the same in the existing and proposed zones.
3. The uses permitted by the proposed zone would not be detrimental to surrounding properties, since similar single-family residential uses occur on adjacent properties.
4. The proposed Zone Change from RE-30 (Residential Estates 30,000 SF minimum lot size) to RE-20 (Residential Estates, 20,000 SF minimum lot size) is consistent with the Estate II (E2) General Plan designation, since it allows minimum lot sizes of 20,000 SF.
5. The proposed Zone Change would not conflict with any specific plans since there are no plans affecting this property.
6. As the existing 19 developed lots to the north of the proposed Tentative Subdivision Map currently have smaller non-conforming lot sizes than the current RE-30 zone standard, the re-zone of these lots to RE-20 will bring ten of those lots into compliance with the minimum 20,000 SF lot area required by the new zone, and make the other nine lots closer to conformance with minimum lot area.

**CONDITIONS OF APPROVAL
SUB13-0001 & PHG13-0003
EXHIBIT "B"**

General

1. Three (3) copies of a revised Tentative Subdivision Map reflecting all modifications and changes required by this approval shall be submitted to the Planning Division for certification prior to approval of the Final Map.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Engineering Department, Building Department, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal descriptions.
4. Any blasting within the City of Escondido is subject to the provisions of Ordinance No. 95-6 and a Blasting Permit must be obtained from the Escondido Fire Department. If blasting occurs, verification of a San Diego County Explosive Permit and a policy or certification of public liability insurance shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
5. Access for use of heavy firefighting equipment, as required by the Fire Chief, shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshall.
6. All required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscape areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
7. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to Building Permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
8. The proposed two fire hydrants shall be located at the entrance of the project on Cranston Drive and between Parcel 2 and Parcel 6 on the south side of the easement road and shown on the revised Tentative Map to the satisfaction of the Fire Department
9. All exterior lighting shall conform to the requirements of Escondido Zoning Code Article 35, Outdoor Lighting.
10. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Community Development Director.
11. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08), to the satisfaction of the Planning Division. .

12. No street names are part of this approval. A separate request may be submitted prior to Final Map.
13. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall conform to the conceptual grading plan as shown on the Tentative Map.
14. If the existing six-foot (6) high wooden fence along the northern property line adjacent to the access easement road is damaged or removed during grading and project construction, a 6' high solid wood, good neighbor fence shall be constructed along the entire northern boundary. Maintenance of the fence shall be included in the access and maintenance agreement, to the satisfaction of the Director of Community Development.
15. All new utilities shall be underground.
16. The applicant shall submit an access and maintenance agreement that addresses the proposed 40-foot wide private easement road, to the satisfaction of the Planning Division, Engineering Division and City Attorney's Office. The agreement shall specify maintenance intervals and extent of improvements. A note shall be included on the Final Map indicating that individual property owners are responsible for maintenance of the private easement roads. Said agreements shall be submitted prior to recordation of the Final Map to the Planning and Engineering Divisions for review.
17. The area of the passenger vehicle turn-around proposed between parcel 2 and parcel 3 shall be included as part of the access easement, and identified on-site as a "No Parking" area, to the satisfaction of the Planning Department, and it shall be identified on the revised map for certification.
18. All Parcels shall maintain a minimum 20,000 SF net lot size exclusive of the access easement and the passenger vehicle turn-around portion of the access easement.
19. Each lot shall be required to provide on-site parking for six (6) vehicles with a minimum of two (2) covered spaces, to the satisfaction of the Planning Division, including the existing residences. In order to accommodate on-site parking requirements, one of the following shall be provided:
 - a. A front yard setback of 40 feet shall be provided between the garage and the edge of the easement to provide for a driveway of sufficient length that can accommodate four cars in addition to a two-car garage, or
 - b. A three-car garage shall be provided in addition to a driveway of sufficient width and length to accommodate additional three cars outside of the easement, or
 - c. A circular driveway shall be provided of sufficient width and length to accommodate three or four cars depending on whether a two-or three-car garage is provided with the home.

The grading plan shall be designed with sufficient pad area to accommodate the required off-street parking. Conformance with this condition shall be demonstrated on the grading plan and plotting of the homes in conjunction with the submittal of building permits, to the satisfaction of the Planning Division and Engineering Division.
20. The Tentative Subdivision Map shall expire after thirty-six months (36) if the final map is not recorded or an extension of time application is not granted.

21. The City of Escondido hereby notifies the applicant that State Law (AB 3158) effective January 1, 1991, requires certain projects to pay user fees for the purpose of funding the California Department of Fish and Wildlife. These fees were reinstated January 31, 1996, by the State Superior Court in Sacramento. In order to comply with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a check payable to "County Clerk", in the amount of \$2,206.00 for a project with a Mitigated Negative Declaration. These fees may be waived for projects which are found by the California Department of Fish and Wildlife to have no effect on fish and wildlife resources. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Wildlife filling fee payment. 2) A receipt or other proof of payment showing previous payment of the filling fee for the same project, or 3) a completed form from the Department of Fish and Wildlife documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filling fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid. (Section 711.4(c) (3) of the Fish and Game Code).

Mitigation Measures-Conditions of Approval

22. Prior to issuance of grading permits, temporary protective fencing shall be installed around the drip-line of all mature/protected trees that are designated to remain. The barricades or fencing are to remain in place until completion of all grading and construction. The location and detail of the protective fencing shall be shown on the grading and landscape plans. (Mitigation Measure).
23. To provide adequate water service for each new residence the developer shall be required to disconnect the existing 6" waterline in Cranston Drive and construct a new 12" waterline in Cranston Drive which ties into the existing 12" main located approximately 182 feet just south of Citracado Parkway and reconnect the existing residencies that have water meters being served by the existing 6" water main along Cranston Drive to the new water line. The new waterline shall be shown on the waterline improvement plans to the satisfaction of the Planning and Engineering Divisions prior to issuance of grading permits (Mitigation Measure)
24. Parcel four shall be required to have a private sewer force main and private sewer pump since the parcel is designed at a lower elevation and not able to gravity flow to the new sewer main in the street. These sewer requirements shall be shown on the utility plans and grading plans to the satisfaction of the Planning and Engineering Divisions. (Mitigation Measure).

Landscaping

1. If the final grading plan includes slopes higher than 3-feet, four copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of Grading or Building permits. A plan check fee will be collected at the time of submittal. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in Article 62 of the Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect or a licensed design professional.
2. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
3. All manufactured slopes, or slopes cleared of vegetation shall be landscaped within thirty (30) days of completion of rough grading. If, for whatever reason, it is not practical to install the permanent landscaping, then an interim landscaping solution may be acceptable. The type of plant material, irrigation and the method of application shall be to the satisfaction of the Planning Division and City Engineer.
4. Prior to occupancy of future units, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscape areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. All slopes shall be landscaped with suitable material to control erosion. All manufactured slopes over three feet in height shall be landscaped with a combination of trees, shrubs and groundcover. Fill slopes shall have a minimum of six (6) trees, fifteen (15) gallon in size and ten (10) shrubs, five (5) gallon in size per 1,000 square feet of slope area plus groundcover. Groundcover shall be provided one hundred percent coverage within one year of installation. Cut slopes shall have a minimum of six (6) trees, five (5) gallon in size and ten (10) shrubs, one (1) gallon in size per 1,000 square feet of slope area plus groundcover. Groundcover shall be provided one hundred percent coverage within one year of installation. The type of plant material shall be low maintenance, drought resistant, and fast growing, to the satisfaction of the Planning Department. In particular, the groundcover shall be a fast-growing species, which establishes quickly and is capable of choking out weeds. All slopes over three feet vertical shall be irrigated with an individual lot irrigation system approved by the Planning and Building Departments.
6. A minimum of seven (7) street trees will be required along the proposed 40-foot wide private road easement. The minimum tree size shall be 15-gallon in size; six-feet tall planted, and have a trunk caliper of at least two inches. The precise location and type of tree shall be consistent with City standards and the current street tree list. Existing trees may be counted as street trees if their variety, location, and size meet minimum requirements and they are identified on the landscape plan.
7. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Department and request final inspection.
8. The retaining walls on Parcel 4 and Parcel 3 shall be constructed with a decorative block material, such as slump block or split-face block in beige or tan color, or maybe

plantable. Details of the project fencing, including materials and colors shall be provided on the landscape plans.

9. All existing trees to remain within the project shall be identified on the Landscape plans and grading plans as "to remain", including the protected oak trees.
10. The final landscape design shall include at a 2:1 ratio, a minimum of four (4) 24"-box size trees to mitigate the removal of two (2) mature oak trees on the site as required by the Tree Preservation Ordinance to the satisfaction of the Planning Division. Any existing trees to remain within the project shall be identified on the landscape and grading plans, and noted "to remain". Street trees (24" box size) can be counted as replacement. Show the location, species and size of replacement trees on the grading plan (or landscape plan if required for slope planting).

**ENGINEERING CONDITIONS OF APPROVAL
SUB13-0001 & PHG13-0003**

General

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all on-site utilities shall be determined by the Engineer. If a conflict occurs with proposed lots, these utilities shall be relocated.
3. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
4. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
5. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
6. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
7. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the

approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public and private street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.
2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within the project boundary:

<u>STREET</u>	<u>CLASSIFICATION</u>
Offsite 30' Easement	Private Access (24' wide w/ PCC curb & gutter, 4' sidewalk on 1 side; no parking on either side)
Onsite Private Street	Private Residential (32' wide w/ PCC curb & gutter, 4' sidewalk on 1 side; parking only on improved side)

See appropriate sections in the current Escondido Design Standards for additional details.

3. Access to this project shall be improved with an alley-type driveway in accordance with Escondido Standard Drawing G-5-E with a minimum throat width of 24 feet.
4. The private drives together with hammer-head turn-around located on Lots 2, 3, and 4 shall be designed by the developer's engineer and approved by the City Engineer, Community Development Director, and the Fire Marshal prior to recordation of the Final Map. This design shall be included in the improvement and grading plans.
5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. All on-site roads, driveways and parking areas shall be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director.
7. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards and driveway aprons shall meet all current ADA requirements.
8. All cul-de-sacs shall conform to the current Escondido Design Standards (38' min. curb face radius).
9. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.

10. The developer may be responsible for a 2-inch grind and overlay of Cranston Drive beyond utilities trench limits due to the multiple utility service trenches necessary in this roadway. The determination of the extent of the grind and overlay shall be to the satisfaction of the City Engineer.
11. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
12. Street lighting shall be required on all on-site private streets. It shall be the responsibility of the property owner's association to adequately maintain the street lighting system and such maintenance responsibility shall be clearly stated in the CC&R's.
13. The developer shall be required to construct 135 watt street lights in accordance with Escondido Standard Drawing E-1-E at the entrance of the subdivision on Cranston Drive, at the end of the cul-de-sac, and at 200' spacing.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

8. All existing foundations and structures, tennis courts, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site as part of the grading and this work shall be included in the grading bond.
9. Unless specifically permitted to remain by the County Health Department, all existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
10. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
11. Cross-lot drainage may be allowed in rural estate zones on a case-by-case basis, to be approved by the City Engineer.
12. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
13. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The project shall limit drainage flows to their pre-construction rates. Details and calculations for detention basins shall be submitted in the drainage study and approved as part of the grading plan check.
3. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
5. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
6. All storm drain systems constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner's association. Provisions stating this shall be included in the CC&R'S.

WATER SUPPLY

1. All water main locations and sizing shall be to the satisfaction of the City Engineer and Utility Engineering Department. Required water main improvements shall include:
 - A. Replacement of the existing old 6" waterline in Cranston Drive from the existing 12" PVC water main south of Citracado Parkway to the subdivisions northerly boundary on Cranston Drive.
 - B. Minimum 8" PVC onsite public water main extended to the end of the proposed cul-de-sac designed for the required fire flows.
 - C. Reinstall all existing water services along Cranston Drive to the new 12" water main including water meters, fire services, fire hydrants, etc.
2. Water utilities shall be extended to the project's boundary at such locations as required by the City Engineer and Utility Department.
3. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
4. A hydraulic analysis of the proposed water improvements will be required to determine water main sizes and water system looping necessary to provide domestic service and fire protection flows of 2,500 GPM as required by the City Engineer and Fire Marshal.
5. All on-site water lines not in public easements will be considered a private water system. The property owner's association will be responsible for all maintenance of these mains. This shall be clearly stated in the CC&R's.

RECLAIMED WATER

1. The developer is required to construct a separate irrigation system for the major common areas, detention basin, street parkways that can use either potable or reclaimed water. This system should be built to the satisfaction of the Planning Director and the Public Works Director.

SEWER

1. All sewer main locations and sizing of mains shall be to the satisfaction of the City Engineer. Required sewer main improvements include: 8-inch public main extended from the existing 8-inch sewer in Cranston Drive to the end of the proposed private drive cul-de-sac.
2. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral.
3. Sewer utilities shall be extended to the project's boundary at such locations as required by the City Engineer.
4. The developer shall provide an all-weather access road (suitable for use by maintenance vehicles) to all sewer manholes within easements.
5. A private sewer pump and associated private sewer force main including all odor control devices will be required and allowed only for Lot 4 and the maintenance for this system shall be solely the responsibility of the owner of Lot 4.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
2. Necessary public utility easements for sewer, water shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
3. A public utility easement shall be dedicated over the private streets. The public utility easement shall extend a minimum of five (5) feet beyond the improved, curb-to-curb roadway width. When sidewalks are required, the public utility easement shall extend a minimum of four (4) feet behind the back of sidewalk.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

1. A sewer repayment of \$307.80 is due to the City of Escondido for existing sewer improvements in South Escondido (File #50) that will serve this development.
2. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
3. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.
4. The developer may request a repayment for the off-site construction of water improvements that could benefit an adjoining property owner. The completed repayment agreement must be prepared in accordance with the City Repayment Agreement Policy.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of private roadways, driveways, parking areas, private utilities(including sewer and water), drainage swales, private street lighting, storm drains,

storm water treatment basins and facilities, and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.

3. The developer shall make provisions in the CC&R's for maintenance, repair and access to all brow ditches which pass from one lot through an adjacent lot.
4. The CC&R's must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete is used in the private street) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

EXHIBIT "C"

LEGAL DESCRIPTIONS:

APN 238-142-25

THE EASTERLY 194 FEET OF THE WESTERLY 344 FEET OF THE NORTHERLY ONE-HALF OF LOT 6, BLOCK 30, OF HOMELAND ACRES ADDITION TO THE CHTY OF ESCONDIDO NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910.

APN 238-142-26

THE NORTHERLY HALF OF LOT 6 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO THE CITY OF ESCONDIDO, NO. 2, IN THE CIY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910.

ORDINANCE NO. 2014-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REZONING APPROXIMATELY 16.93-ACRES FROM RE-30 (RESIDENTIAL ESTATES, 30,000 SF MINIMUM LOT SIZE) TO RE-20 (RESIDENTIAL ESTATES, 20,000 SF MINIMUM LOT SIZE) FOR PROPERTY. GENERALLY LOCATED ON THE EAST SIDE OF CRANSTON DRIVE, NORTH OF CITRACADO PARKWAY, AND ON BOTH SIDES OF CRANSTON CREST ADDRESSED AS 205 TO 270 CRANSTON CREST, AND 2414 TO 2470 CRANSTON DRIVE.

Applicant: Bill Yen & Associates
Case No.: PHG13-0003, SUB13-0001 & ENV13-0004

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

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

SECTION 2. That on May 27, 2014, the Planning Commission recommended approval of the proposed zone change from RE-30 to RE-20 and the Tentative Subdivision Map for six lots on 7.41-acres with easement access (Resolution #6012).

SECTION 3. That the City Council has reviewed and considered the Mitigated Negative Declaration prepared for this project issued on February 5, 2014, (City # ENV13-0004), in conformance with CEQA Section 21080 (c) (2), and has determined that all environmental issues have been addressed and no significant environmental impacts will result from the approval of this project.

SECTION 4. That upon consideration of the Findings/Factors to be considered, attached as Exhibit "A" and incorporated by this reference, the staff report, Planning Commission recommendation, and all public testimony presented at the hearing held on this project, this City Council finds that the Zone Change is consistent with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 5. That the Zone District Map of the City of Escondido is hereby amended by reclassifying the real property from RE-30 to RE-20, as depicted in Exhibit "B" attached, and incorporated by this reference.

SECTION 6. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 7. That if any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. Those as of effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**FINDINGS OF FACT AND FACTORS TO BE CONSIDERED
SUB13-0001 & PHG13-0003
EXHIBIT "A"**

Tentative Parcel Map TPM SUB13-0001

1. The General Plan Land Use designation for the project site is Estate II (up to two single-family dwelling units per acre) with a minimum lot size of 20,000 SF. The project is consistent with General Plan land use designation, which anticipates single-family residential estate development on the project site. The proposed subdivision would be consistent with the General Plan density provisions since the density of the project would be approximately 0.80 du/ac. Six lots also would be consistent with the allowable yield for the project site, which would allow up to 6.44 lots based on the slope analysis prepared for the project.
2. The design and improvements of the proposed six-lot subdivision map with 20,000+ SF lot sizes are consistent with the Estate II (E2) General Plan designation which requires a minimum lot size of 20,000 SF.
3. The site is physically suited for the residential development proposed, as the site is zoned for single-family residential development, and is bordered by existing residential development of similar density and lot sizes.
4. The site is physically suitable for the proposed density of development since the project is an infill development surrounded by development of similar density, and adequate building pads can be provided without negative impact to the surrounding properties.
5. The design of the subdivision map and proposed improvements are not likely to cause serious public health problems since all vehicular traffic generated by the project would not materially degrade the level of service on the adjoining streets or intersections. Adequate sewer and water service could be provided to all parcels through the proposed private road easement which would tie into Cranston Drive.
6. The design of the subdivision map and proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish, wildlife, or their habitat since no stream course or endangered wildlife or sensitive habitat exists on the property.
7. The design of the map and the type of improvements would not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map. This was determined based on review of all available maps and a preliminary title report submitted by the applicant. Neither the City nor its employees assume any responsibility for the completeness or accuracy of these documents.
8. All of the requirements of the California Environmental Quality Act (CEQA) have been met and a Mitigated Negative Declaration was issued for the proposed project on March 3, 2014. The findings of the analysis identified impacts that might potentially be significant, but mitigation measures would reduce these impacts to a less than significant level. The mitigation measures have been included in the Conditions of Approval.
9. The design of the Subdivision Map has provided to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. Lot sizes and subdivision

configuration provide opportunities for passive/solar heating. Landscaping would provide passive cooling opportunities via shading each unit.

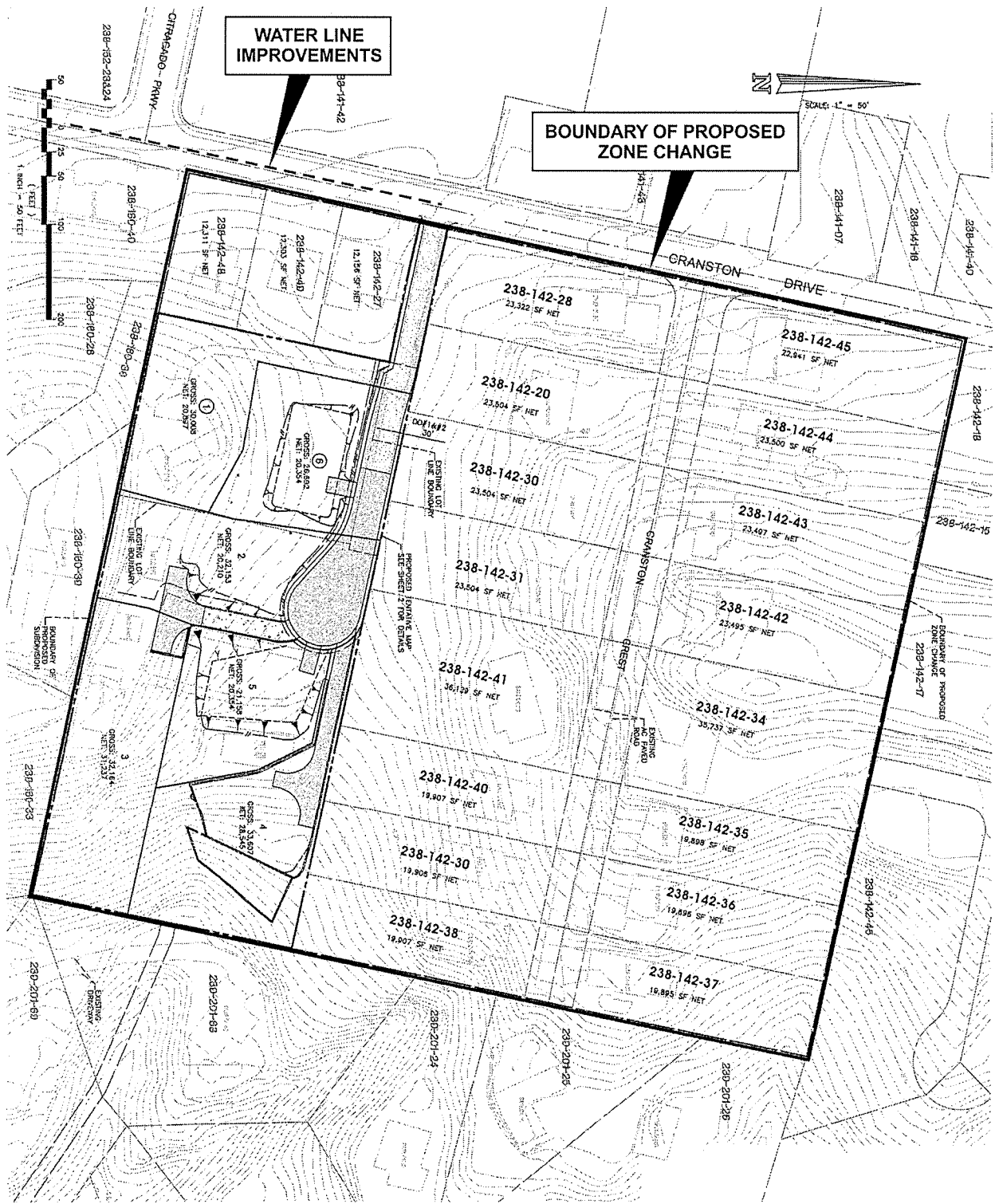
10. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to the recordation of the map.

**FINDINGS OF FACT AND FACTORS TO BE CONSIDERED
SUB13-0001 & PHG13-0003
EXHIBIT "A"**

Zone Change PHG13-0003:

1. The public health, safety and welfare will not be adversely affected by the proposed Zone Change since the resulting densities and lot sizes are consistent with the General Plan designation and the surrounding properties, no new islands of zoning would be created.
2. The site is physically suitable for the uses permitted by the proposed zone, since the permitted single-family residential uses are the same in the existing and proposed zones.
3. The uses permitted by the proposed zone would not be detrimental to surrounding properties, since similar single-family residential uses occur on adjacent properties.
4. The proposed Zone Change from RE-30 (Residential Estates 30,000 SF minimum lot size) to RE-20 (Residential Estates, 20,000 SF minimum lot size) is consistent with the Estate II (E2) General Plan designation, since it allows minimum lot sizes of 20,000 SF.
5. The proposed Zone Change would not conflict with any specific plans since there are no plans affecting this property.
6. As the existing 19 developed lots to the north of the proposed Tentative Subdivision Map currently have smaller non-conforming lot sizes than the current RE-30 zone standard, the re-zone of these lots to RE-20 will bring ten of those lots into compliance with the minimum 20,000 SF lot area required by the new zone, and make the other nine lots closer to conformance with minimum lot area.

EXHIBIT "B" AREA OF ZONE CHANGE FROM RE-30 TO RE-20



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 19

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Diane Halverson, City Clerk
SUBJECT: Appointments to Building Advisory & Appeals Board and Historic Preservation Commission

RECOMMENDATION:

That the Council ratify the Mayor's appointment to (1) fill an unscheduled vacancy on the Building Advisory & Appeals Board; term to expire March 31, 2016; and (2) fill an unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2018.

BACKGROUND:

Following an email from Frank Shadpour indicating that he was no longer able to serve on the Building Advisory & Appeals Board, a Notice of Unscheduled Vacancy was duly posted for a 10-day period in accordance with State law and City policy. The list of interested individuals reflects those who applied during the annual recruitment held in March 2014; no additional applications were received during the noticing period:

- ◆ Mirek Gorny
- ◆ Luther Goodson
- ◆ Robert McCullough
- ◆ Mayra Salazar

A Notice of Vacancy was also posted for a 10-day period following a letter of resignation from Robert James, who was recently appointed to serve as a member of the Historic Preservation Commission. Since the annual recruitment held in March, 2014, one application was on file and two additional applications were received during the posting period:

- ◆ Marc Correll
- ◆ Greg Danskin
- ◆ Matthew Taylor

Respectfully submitted,



Diane Halverson, CMC
City Clerk

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 20

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: General Municipal Election – November 4, 2014

RECOMMENDATION:

It is requested that the City Council adopt resolutions calling and holding a General Municipal Election and requesting consolidation with the November 4, 2014 Statewide General Election.

1. Adopt Resolution No. 2014-61 calling and giving notice of a General Municipal Election on November 4, 2014 for the following elective offices:
 - a. One (1) City Council Member with a four-year term to represent District One
 - b. One (1) City Council Member with a four-year term to represent District Two
 - c. One (1) Mayor with a four-year term to be elected at-large

And the following measures:

- d. One (1) Charter City Proposal Measure
2. Adopt Resolution No. 2014-62 Requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.
3. Adopt Resolution No. 2014-63 directing preparation of impartial analysis for City measures, authorizing its members to file written arguments in favor of City measures and providing for the filing of rebuttal arguments for City measures.

FISCAL ANALYSIS:

\$140,000 has been allocated in the 2014-15 General Fund Non-Departmental budget for this election.

BACKGROUND:

The Escondido Municipal Code Section 2-29 requires the City's General Municipal Election to be held on the same day as the Statewide General Election, which is November 4, 2014. The resolutions presented give notice of the upcoming Municipal Election. The resolutions must be filed with the Registrar of Voters no later than August 8, 2014.

Respectfully submitted,



Diane Halverson, CMC
City Clerk

RESOLUTION NO. 2014-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO THE ADOPTION OF A PROPOSED CHARTER BY THE CITY

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal election shall be held on November 4, 2014, for the election of Municipal Officers; and

WHEREAS, the City Council of the City of Escondido, California, approved Ordinance 2013-17 attached as Exhibit "A" and incorporated by this reference, amending the Escondido Municipal Code to provide that the four members of the City Council shall be elected by district, with two such districts to be on the 2014 ballot. The Mayor and all city measures shall be voted on by the city at-large; and

WHEREAS, the City Council of the City of Escondido, California, desires to submit to the voters of the City at a General Municipal Election a question relating to adoption of a proposed Charter City; and

NOW, THEREFORE, the City Council of the City of Escondido, California, does resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Escondido, California, on Tuesday, November 4, 2014, a General Municipal Election for the purpose of electing:

- a. One (1) Mayor, to be elected at large, for the full-term of four years; and
- b. One (1) Member of the City Council to represent District One for the full term of four years;
- c. One (1) Member of the City Council to represent District Two for the full term of four years;

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election, the following question:

Shall the City of Escondido be changed from a general law city to a charter city through the adoption of the charter proposed by Resolution 2014-70 of the Escondido City Council?	YES
	NO

SECTION 3. That the proposed complete text of Resolution 2014-70 and the City Charter is attached as Exhibit "B" and is incorporated by this reference.

SECTION 4. That the ballots to be used at the election shall be in the form and content as required by law.

SECTION 5. That the City Clerk is authorized, instructed, and directed to coordinate with the County of San Diego Registrar to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 6. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 7. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 10. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

ORDINANCE NO. 2013-17

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE ESCONDIDO MUNICIPAL
CODE TO PROVIDE FOR CITY COUNCIL
ELECTIONS BY DISTRICTS

THE CITY COUNCIL OF THE CITY OF ESCONDIDO DOES ORDAIN AS
FOLLOWS:

SECTION 1. Future elections for the City of Escondido's four City Council members will be conducted under a district-based method of election in which the four City Council members will be elected from four districts and the Mayor will remain elected at-large.

SECTION 2. The Consent Decree entered in San Diego Superior Court Case No. 37-2011-00060480-CU-CR-NC establishes the guidelines and criteria for districting of the City of Escondido.

SECTION 3. The City Council makes the following findings:

1. The City of Escondido established a seven-member independent districting commission vested with the authority to develop an initial district-based plan for future City Council elections; and
2. The Independent Districting Commission has considered the matter of drawing four council districts in the City of Escondido, and has considered the population of the City of Escondido as reflected in the United States 2010 Census; and

3. The Independent Districting Commission has held six public hearings in geographically diverse locations throughout Escondido where all Escondido citizens had an equal opportunity to comment on the drawing of district lines; and

4. After the six public hearings, the Independent Districting Commission published a preliminary districting plan and report for public consideration and comment; and

5. The Independent Districting Commission has held three public hearings in various geographic areas of the City where Escondido citizens had an equal opportunity to comment on the drawing of district lines and the preliminary districting plan; and

6. After having heard comments from the public on the preliminary districting plan, the Independent Districting Commission held a public meeting and approved a recommended districting plan by majority vote; and

7. The Independent Districting Commission submitted the recommended districting plan to the City for approval or disapproval; and

8. Proper notice of a public hearing has been given and the City Council has held one public hearing on the recommended districting plan; and

9. The City Council has listened to public comment on this issue and has reviewed and considered the recommended districting plan; and

10. That upon consideration of the staff report and all public testimony presented, the City Council finds that the proposed Council districts reflected in the recommended districting plan, as set forth in Exhibit A, comply with the criteria set forth in the consent decree, are as equal as practicable in population as shown by the United States 2010 Census, were drawn to comply with the federal Voting Rights Act, are

geographically contiguous and drawn to encourage compactness, were drawn with respect for the geographic integrity of neighborhoods and communities of interest and were not drawn for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.

SECTION 4. The City of Escondido is hereby divided in to four Council districts, and the boundaries of the districts are more particularly depicted in Exhibit A, which is attached and incorporated by this reference.

The Escondido Municipal Code is hereby amended to add Sections 2-32, 2-33 and 2-34 to Chapter 2, Article 2, as follows.

Section 2-32 Election of Council Members

The four City Council members shall be elected from four districts and the Mayor shall be elected at-large. Each district Councilmember shall reside within and be elected by voters within their respective district. Such districts shall be used in all matters concerning the appointment, recall, vacancy or any other aspects of that particular Council seat.

Section 2-33 Map of Council Districts

The City Clerk shall maintain a map of the City showing the current boundaries and numbers of each City Council district as may be established and amended from time to time by ordinance of the City Council.

Section 2-34 2014 and 2016 City Council Elections

- a. The City shall hold elections for the seats representing City Council Districts One and Two in November of 2014. The two individuals so elected shall fill the seats of the Council Members whom were elected in November of 2010.
- b. The City shall hold elections for the seats representing City Council Districts Three and Four in November of 2016. The two individuals so elected shall fill the seats of the Council Members whom were elected in November of 2012.

SECTION 5. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify the passage of this ordinance and to cause the same or a summary to be published in a newspaper of general circulation, printed and published in the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 11th day of December, 2013 by the following vote to wit:

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

APPROVED:



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



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

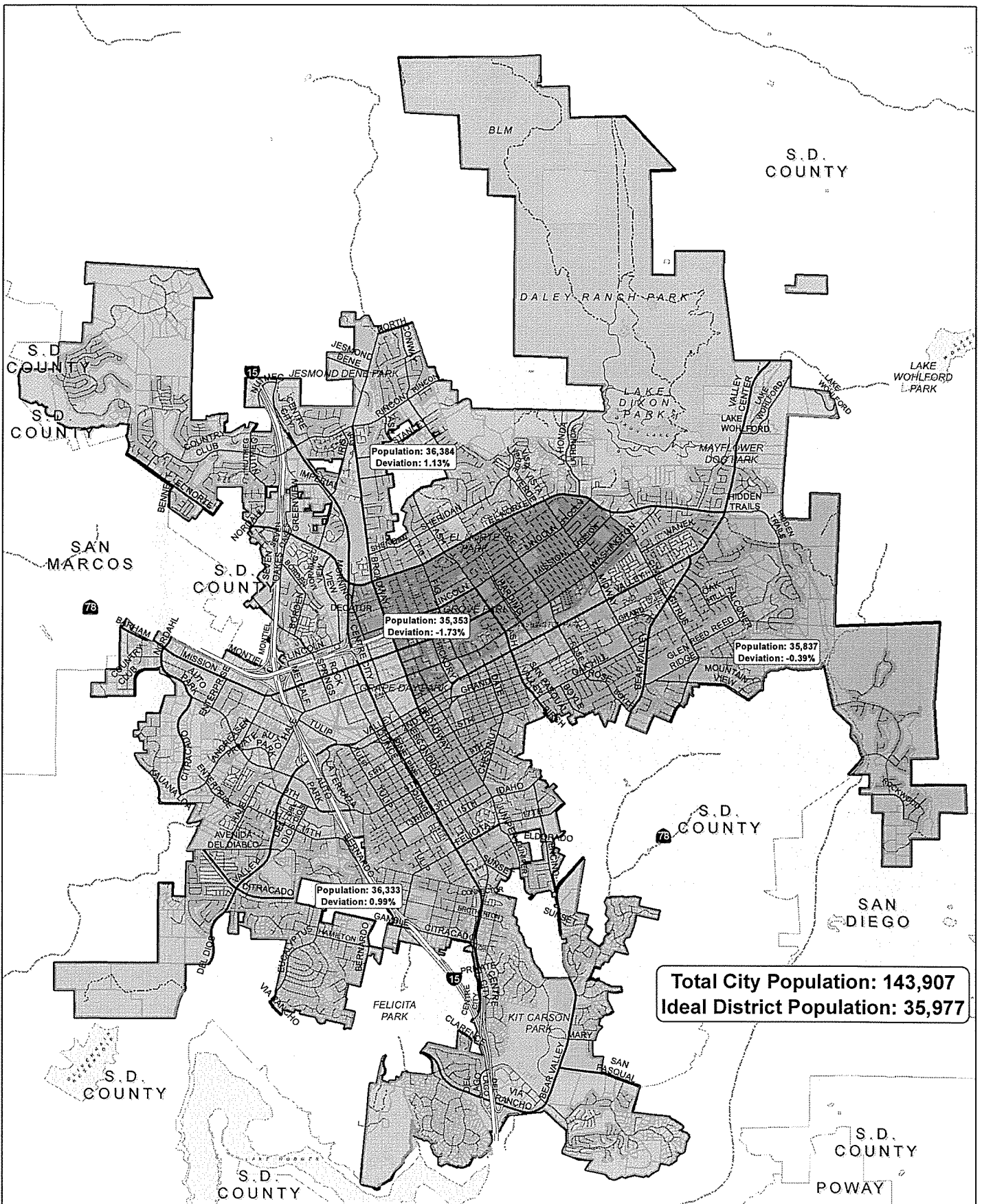
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, DIANE HALVERSON, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2013-17 was adopted at a regular meeting of the City Council of the City of Escondido held on the 11th day of December, 2013, after having been read at the regular meeting of said City Council held on the 4th day of December, 2013.





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

ORDINANCE NO. 2013-17



CITY OF ESCONDIDO
 Map for the
 Independent Districting Commission

-  Park
-  School

Recommended Districting Plan



RESOLUTION NO. 2014-70

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE FORM OF A PROPOSED
CHARTER FOR THE CITY OF ESCONDIDO
FOR SUBMISSION TO THE VOTERS OF THE
CITY OF ESCONDIDO ON NOVEMBER 4, 2014

WHEREAS, the City of Escondido ("City") has determined that it is in the public interest for the City to change from a general law city to a charter city; and

WHEREAS, the City Council has determined that the text of a charter for the residents of the City should include those powers and limitations necessary and appropriate to guide the City in the conduct of its municipal affairs; and

WHEREAS, California Government Code Section 34458(a) allows the City Council to propose a charter to be submitted to the voters for adoption; and

WHEREAS, California Government Code Section 34458(b) requires that two public hearings be held upon the matter of the proposal of a charter and the content of the proposed charter prior to its submission to the voters of the City; and

WHEREAS, California Government Code Section 34458(b) requires that the City Council may vote upon the question of whether to approve the submission of the proposed charter to the qualified voters of the City only after 21 days have elapsed since the second public hearing described above; and

WHEREAS, the City Council held public hearings on the matter of the proposal of a charter and the content of the proposed charter on April 9, 2014, and May 21, 2014; and

WHEREAS, the City Council has determined that enactment of the proposed

charter would be beneficial for the City and its residents by providing residents with the ultimate say in all municipal affairs.

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

1. That the above recitations are true.
2. That a Measure be proposed to the voters of Escondido on whether the City shall adopt the proposed charter.
3. The election, upon which the voters are to vote on the Measure proposing the question of whether the City shall adopt the proposed charter, is Tuesday, November 4, 2014, pursuant to a separate resolution of the City Council calling the election for that purpose.
4. That pursuant to Government Code Section 34458, it is hereby approved for submission to the voters of the City for adoption of the charter in the form as set forth in Exhibit "A," attached hereto and incorporated by this reference.
5. This resolution and the proposed charter, including the full text of the proposed charter, attached as Exhibit "A," shall be made available in print and for public examination by the City Clerk, in accordance with California Elections Code Section 9223.
6. That if approved by the voters of the City at a general election to be called by the City Council, the Escondido City Charter shall guide and govern the conduct of municipal affairs in the City of Escondido.
7. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

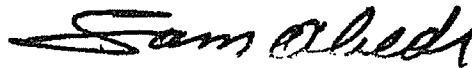
PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 18th day of June, 2014 by the following vote to wit:

AYES : Councilmembers: GALLO, MASSON, MORASCO, ABED

NOES : Councilmembers: DIAZ

ABSENT : Councilmembers: NONE

APPROVED:



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



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

RESOLUTION NO. 2014-70

CHARTER OF THE CITY OF ESCONDIDO

PREAMBLE

WE THE PEOPLE of the City of Escondido declare our intent to restore to our community the historic principles of self governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed and firm in the conviction that the economic and fiscal independence of our local government will better serve and promote the health, safety and welfare of all of the citizens of Escondido, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Escondido.

CHARTER

Article 1 Municipal Affairs

Section 100. Municipal Affairs

Each of the responsibilities of governance set forth and described in this Charter, and as established by the Constitutional, statutory and judicially defined law of the State of California, is hereby declared to be a municipal affair or concern, the performance of which is unique to the benefit of the citizens of the City of Escondido.

Section 101. Powers

The City shall have all powers that a City can have under the Constitution and laws of the State of California as fully and completely as though they were specifically enumerated in this Charter. The enumeration in this Charter of any particular power, duty or procedure shall not be held to be exclusive of, or any limitation or restriction upon, this general grant of power.

Section 102. Incorporation and Succession

The City shall continue to be a municipal corporation known as the City of Escondido. The boundaries of the City of Escondido shall continue as now established until changed in the manner authorized by law. The City shall remain vested with and shall continue to own, have, possess, control and enjoy all property rights and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the City at the time this Charter takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in

conflict with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

Article 2 Form of Government

Section 200. Form of Government

This municipal government established by this Charter shall be known as the "Council-Manager" form of government. The City Council will establish the policy of the City and the City Manager will carry out that policy.

Article 3 Elected Officers

Section 300. Enumeration and Term

The elected officers of the City shall consist of:

A City Council composed of five members who are registered voters of the City, four to be residents of their respective Districts and nominated and elected only by the residents of their respective Districts. The fifth shall be nominated and elected from the City at large and shall hold the office of Mayor.

Other elected officer(s) of the City shall be:

A City Treasurer with duties, responsibilities and compensation as provided by Ordinance of the City Council.

All of the elected officers shall serve for a term of four years following their election. The terms of all elected officers shall commence upon installation and each shall serve until the officer's successor is elected and installed.

Section 301. Eligibility

An elected officer of the City shall be a resident, United States citizen and voter in the City.

In addition, every Council member or candidate shall be and remain a qualified voter in the District from which the Council member or candidate is nominated, as required by the California Elections Code. No change in the boundary or location of any district shall abolish or terminate the term of office of any Council member prior to expiration of the term of office for which the member was elected, notwithstanding any other provision of this Section. Each Council member will, during the duration of the member's term, represent the District from which the member was elected.

Section 302. Vacancies

A vacancy in any elective office, from whatever cause, shall be filled by appointment by the City Council, such appointee to hold office for the remainder of any unexpired term, and until a successor is elected and installed.

In the event the City Council shall fail to fill a vacancy by appointment within sixty days after such office is declared vacant, it shall cause an election to be held to fill such vacancy.

Section 303. Prior Laws

This Article shall supersede all other provisions of the laws of the City of Escondido pertaining to the office of City Treasurer, all of which shall be of no further force and effect.

**Article 4
Fiscal Matters**

Section 400. Economic and Community Development

The City shall encourage, support, and promote economic development and community development in the City.

Section 401. Fair and Open Competition

The City will promote fair and open competition for all City construction projects so that all contractors and workers, whether union or non-union, are treated equally in the bidding and awarding of City construction contracts.

Section 402. Voluntary Employee Political Contributions

Unless otherwise required by law, neither the City, nor its agents, shall deduct from the wages, earnings or compensation of any City employee any political contributions unless the employee has first presented, and the City has received, a signed written authorization of such deductions, which authorization must be renewed annually and may be revoked by the employee at any time by giving written notice of such revocation to the City.

**Article 5
Revenue Retention**

Section 500. Reductions Prohibited

Revenues raised and collected by the City shall not be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 501. Mandates Limited

No person whether elected or appointed, acting on behalf of the City, shall be required to perform any function which is mandated by any other level of government, unless and until funds sufficient for the performance of such function are provided by said mandating authority.

Article 6 General Laws

Section 600. General Law Powers

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

Section 601. Council Member Compensation

Notwithstanding its Charter city status, the salary of the Mayor and the Council Members will continue to be set pursuant to California Government Code sections 36516 and 36516.1 where the formula considers city population and state law.

Section 602. Land Use, Planning & Zoning Matters

Notwithstanding its Charter city status, the City shall be governed by State law as it applies to general law cities with respect to the application, interpretation and enforcement of land use, planning and zoning matters, including, but not limited to, the requirement of consistency between the General Plan of the City and the terms of its zoning ordinances.

Article 7 Interpretation

Section 700. Construction and Interpretation

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

Section 701. Severability

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

Article 8 Amendment

Section 800. Amendment to Charter, revised or repealed

This Charter, and any of its provisions, may be amended by a majority vote of the electors voting on the question. Amendment or repeal may be proposed by initiative or by the governing body.

RESOLUTION NO. 2014-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Escondido has called a General Municipal Election to be held on November 4, 2014, for the purpose of the election of one (1) Mayor, to be elected at-large; one (1) member of the City Council to represent District One; and one (1) member of the City Council to represent District Two; and

WHEREAS, the City Council is also submitting to the voters the question of whether or not to adopt a proposed City Charter; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the County Elections Department of the County of San Diego canvass the returns of the General Municipal election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, the City Council of the City of Escondido, California, does resolve, declare, determine and order as follows:

California Elections Code, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of the General Municipal election with the Statewide General election on Tuesday, November 4, 2014, for the purpose of the election of:

- a. One (1) Mayor, to be elected at-large, for the full term of four years; and
- b. One (1) Council member to represent District One for the full term of four years; and
- c. One (1) Council member to represent District Two for the full term of four years; and

SECTION 2. That a measure is to appear on the ballot as follows:

Shall the City of Escondido be changed from a general law city to a charter city through the adoption of the charter proposed by Resolution 2014-70 of the Escondido City Council?	YES
	NO

SECTION 3. That the County Election Department of the County of San Diego is hereby authorized to canvass the returns of the General Municipal election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 4. That the Board of Supervisors of the County of San Diego is hereby requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. That the City of Escondido recognizes that additional costs will be

incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of San Diego.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

RESOLUTION NO. 2014-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, (i) DIRECTING PREPARATION OF IMPARTIAL ANALYSIS FOR CITY MEASURES (ii) AUTHORIZING ITS MEMBERS TO FILE WRITTEN ARGUMENTS IN FAVOR OF CITY MEASURES AND (iii) PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES

WHEREAS, a General Municipal Election is to be held in the City of Escondido, California, on November 4, 2014, at which there will be submitted to the voters the following measure:

Shall the City of Escondido be changed from a general law city to a charter city through the adoption of the charter proposed by Resolution 2014-70 of the Escondido City Council?	YES
	NO

WHEREAS Section 9282 of the Elections Code of the State of California authorizes the legislative body, or any member or members of the legislative body authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of voters and associations, to file a written argument for or against any city measure; and

WHEREAS, Section 9285 of the Elections Code of the State of California authorizes the City Council to adopt provisions to provide for the filing of rebuttal arguments for city measures submitted at municipal elections;

NOW, THEREFORE, the City Council of the City of Escondido, California, does resolve, declare, determine and order as follows:

SECTION 1. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney, unless the organization or salaries of the office of the City Attorney are affected. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city. The impartial analysis shall be filed by August 11, 2014, the date set by the City Clerk for the filing of primary arguments.

SECTION 2. That the City Council, being the legislative body of the City, hereby authorizes any and all members of the City Council to file a written argument in Favor of City measures, not exceeding 300 words, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including, August 11, 2014, the date fixed by the City Clerk after which no arguments for or against the City measures may be submitted to the City Clerk.

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

SECTION 3. That this City Council, being the legislative body of the City, pursuant to Section 9285 of the California Elections Code, when the elections official has selected the arguments for and against the measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument

A rebuttal argument may not be signed by more than five authors.

The rebuttal argument shall be filed with the City Clerk, signed, with the printed name(s) and signatures(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments, or August 21, 2014. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 4. That all previous resolutions providing for the filing of rebuttal

arguments for city measures are repealed.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 21

Date: June 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Initiative Measure to Adopt the Lakes Specific Plan and related Budget Adjustment

RECOMMENDATION:

It is requested that Council accept the Certificate of Sufficiency; adopt Resolution 2014-97, authorizing a budget adjustment in the amount of \$18,000 from the General Fund Reserves to the non-departmental Election Fund; and, pursuant to Section 9215 of the California Elections Code, take one of the following actions:

1. Submit the proposed initiative to the voters at the next General Municipal Election (November 4, 2014);
2. Order a report, pursuant to Elections Code Section 9212, from any city department, agency or agencies on the impact of the proposed initiative on each of those categories set forth in Section 9212. The report shall be presented to the legislative body no later than 30 days after the Election Official certifies to the legislative body the sufficiency of the petition (Section 9212).

FISCAL ANALYSIS:

The cost for verification of signatures on the petition is estimated at \$12,000 - \$18,000.

BACKGROUND:

Proponents of the initiative filed a Notice of Intention, along with the written text of the Initiative on March 20, 2014. A ballot title and summary as prepared by the City Attorney was published on April 7, 2014. Copies of the ballot title and summary and the Certificate of Sufficiency are attached to this staff report as Exhibits "A" and "B", respectively. The official title of the measure is now "An Initiative Measure To Adopt The Lakes Specific Plan.

The initiative petitions were filed with the City Clerk on May 8, 2014. The prima facie check indicated the number of signatures to be 11,164. The San Diego County Registrar of Voters conducted a verification of up to 8,832 signatures and has found the number of signatures to be sufficient (10% of 58,875).

Under normal circumstances, when an initiative that has been certified as sufficient is presented to the City Council, the Council generally has three options: 1) adopt the ordinance without alteration, 2) submit the ordinance, without alteration, to the voters, or 3) order a report pursuant to Elections Code Section 9212, to be presented to the City Council within 30 days. (Elections Code Section 9215.) These were the options presented to the City Council in August 2013 when the "Initiative Measure to

Amend the Escondido General Plan to Preserve the Escondido Country Club and Golf Course” was adopted by the City Council on August 14, 2013 as Ordinance No. 2013-10. This former initiative involves the same property presently before you. However, Elections Code Section 9217 provides that:

“No ordinance that is either proposed by initiative petition and adopted by the vote of the legislative body of the city without submission to the voters, or adopted by the voters, shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance.”

The exception contained in the final clause of Elections Code Section 9217 (“unless provision is otherwise made in the original ordinance”) is not applicable because the 2013 Initiative provides that it “shall only be repealed, amended or modified by a vote of the People.”

Accordingly, the 2014 Initiative may not simply be adopted by the City Council pursuant to Elections Code Section 9215(a). This leaves the Council with the alternatives of either placing the matter directly on the ballot, or ordering the report specified in Elections Code Section 9212, and then placing the matter on the ballot. It is anticipated that if you order the report, the matter would return to the City Council at the meeting of July 23, 2014. For your convenience, a copy of Elections Code Section 9212 is attached (see Attachment “1”) and identifies those areas you might expect to be in a report.

Respectfully submitted,



Diane Halverson, CMC
City Clerk

An Initiative Measure To Adopt The Lakes
Specific Plan

The proposed initiative measure would adopt "The Lakes Specific Plan" which is a specific plan for development of 110 acres of property on Country Club Lane, approximately one half mile to the west of Interstate 15, commonly known as the Escondido Country Club. This initiative proposes to change the current land use designation of the property from 'Open Space-Park' to 'Specific Plan Area #14' and enact the Lakes Specific Plan, which would guide future development in Specific Plan Area #14. The proposed initiative measure also includes amendments to the Escondido General Plan, and an amendment to the zoning designation of the property under the Escondido Zoning Code by changing the zoning to "Specific Plan" zoning.

The initiative measure and the proposed Lakes Specific Plan generally consist of three primary land use categories. The first category of approximately 78.6 acres is residential and would allow the construction of up to 430 residential units, which is a density of 5.5 dwelling units per acre. The residential lot sizes would range from 3,650 square feet to over 7,000 square feet, served by public streets.

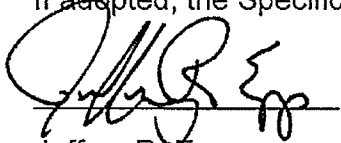
The second land use category would be designated as open space, which would include 5.7 acres of active space, 13.2 acres of passive space, and 8.3 acres of lakes and ponds. A 2.2 mile network of trails is also described in the Plan.

The third land use category of the proposed Lakes Specific Plan is designated as Community Center, and consists of 3.6 acres for meeting and recreation facilities, a swimming pool, and tennis courts.

Phasing of the proposed Lakes Specific Plan involves construction of the Community Center at the same time as the initial residential units. In addition, a \$1 million payment to the City for use on improving or acquiring open space anywhere in the City must be paid prior to the issuance of a building permit for any residential unit.

The Lakes Specific Plan anticipates that the majority of development costs will be privately financed. Some of the infrastructure and development may use public financing, which must be approved by the City and the property owners within Specific Plan Area #14. No property developers or property owners outside of Specific Plan Area #14 would be included in any proposed public financing. The Lakes Specific Plan also requires provisions for public access to and future maintenance of the Community Center and active open space areas, with responsibility for costs depending on whether the improvement was dedicated for public use or privately owned with the Specific Planning Area.

If adopted, the Specific Plan could not be amended without a future vote of the people.



Jeffrey R. Epp
City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss
CITY OF ESCONDIDO)

CERTIFICATE OF SUFFICIENCY

I, DIANE HALVERSON, City Clerk of the City of Escondido, California, hereby certify that the attached is a true and correct copy of the Registrar of Voters verification of signatures contained in "*An Initiative Measure to Adopt the Lakes Specific Plan*" filed in this office May 8, 2014.

Pursuant to the "*Report of Registration to the Secretary of State*" prepared by the County Registrar of Voters, dated April 4, 2014 and effective at the time the notice of intent was published (§ 9210), Escondido's registered voters totaled 58,875. Said petition contains 7,604 sufficient signatures. For an initiative petition to be deemed sufficient, no less than 10%, (5,888) of the signers of said petition must be verified as registered voters of the City of Escondido. The petition contained at least 5,888 verified signatures, but less than 8,832 (15% of the voters of the City of Escondido).

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the City of Escondido this 17th day of June, 2014.



DIANE HALVERSON, CMC
City Clerk
City of Escondido
County of San Diego
State of California



County of San Diego

MICHAEL VU
Registrar of Voters

REGISTRAR OF VOTERS
County Operations Center Campus
5600 Overland Avenue, Suite 100, San Diego, California 92123-1266

CYNTHIA L. PAES
Assistant Registrar of Voters

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TDD: (858) 694-3441
Facsimile: (858) 694-2955 Web Address: www.sdvote.com

June 17, 2014

Diane Halverson, City Clerk
City of Escondido
City Hall, Second Floor
201 North Broadway
Escondido, CA 92025

Re: Initiative Measure to Adopt a Specific Lakes Plan

The "An Initiative Measure to Adopt the Lakes Specific Plan" was filed with the Registrar of Voters on May 9, 2014. As directed by your office, we have conducted a verification of 7,604 valid signatures of 11,151 signatures submitted. Results of the verification process are as follows:

- Number of sections submitted.....358
 - Number of signatures submitted.....11,151
 - Number of signatures verified.....11,151
 - Number of signatures found sufficient.....7,604
 - Number of signatures found NOT sufficient (includes 342 duplicates).....3,547
 - Number of signatures required8,832
 - Number of registered voters in subject territory.....58,875
- (Secretary of State Voter Report of April 4, 2014)

If you have questions, please contact me at (858) 505-7201 or Rosemarie Ganzon at (858) 505-7340.

L. MICHAEL VU
Registrar of Voters

ELECTIONS CODE - ELEC

DIVISION 9. MEASURES SUBMITTED TO THE VOTERS [9000 - 9610] (*Division 9 enacted by Stats. 1994, Ch. 920, Sec. 2.*)

CHAPTER 3. Municipal Elections [9200 - 9295] (*Chapter 3 enacted by Stats. 1994, Ch. 920, Sec. 2.*)

ARTICLE 1. Initiative [9200 - 9226] (*Article 1 enacted by Stats. 1994, Ch. 920, Sec. 2.*)

(a) During the circulation of the petition, or before taking either action described in subdivisions 9212. (a) and (b) of Section 9214, or Section 9215, the legislative body may refer the proposed initiative measure to any city agency or agencies for a report on any or all of the following:

- (1) Its fiscal impact.
- (2) Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
- (3) Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
- (4) Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
- (5) Its impact on the community's ability to attract and retain business and employment.
- (6) Its impact on the uses of vacant parcels of land.
- (7) Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
- (8) Any other matters the legislative body requests to be in the report.

(b) The report shall be presented to the legislative body within the time prescribed by the legislative body, but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition.

(Amended by Stats. 2000, Ch. 496, Sec. 2. Effective January 1, 2001.)

FY 14/15



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 6/19/2014
Department: City Clerk's Office
Division:
Project/Budget Manager: Diane Halverson 4560
Name Extension
Council Date (if applicable): 6/25/2014
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes entries for General Fund Reserves and Non-Departmental/Election.

Explanation of Request:

The Registrar of Voters has estimated a cost up to \$18,000 for verification of signatures on the Initiative Petition entitled, An Initiative Measure to Adopt the Lakes Specific Plan.

APPROVALS

Diane Halverson 6-17-14
Department Head Date
Jodi Coe 6/17/14
Finance Date

City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2014-97

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
MODIFYING THE CITY OF ESCONDIDO
FUND BALANCE POLICY GENERAL FUND
RESERVE FOR THE PURPOSE OF
ELECTION EXPENSES

WHEREAS, the Governmental Accounting Standards Board ("GASB") has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council of the City of Escondido has adopted Resolution No. 2012-151, the Fund Balance Policy; and

WHEREAS, the Fund Balance Policy provides that the City Council may commit funds for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, the City Council has determined that the General Fund Reserve balance be established at \$16,551,659; and

WHEREAS, on June 11, 2014, the City Council approved the FY 2014-15 and FY 2015/16 Two-Year Operating Budget for the General Fund/Non-Departmental/ Election Fund; and

WHEREAS, certain unanticipated expenses for fees paid to the San Diego County Registrar of Voters for initiative petition signature verification services were

required this fiscal year; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to provide additional funding in the amount of \$18,000 for unanticipated expenses for the November 2014 General Municipal Election;

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 hereby establishes and approves the new balance of the General Fund at \$16,533,659 as of the date of this Resolution.
3. That \$18,000 will be added to the General Fund/Non-Departmental/ Election Fund for unexpected expenses for the November 2014 General Municipal Election.



FUTURE CITY COUNCIL AGENDA ITEMS
June 19, 2014

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

July 2, 2014
No Meeting (7/4 Holiday)

July 9, 2014
No Meeting (Summer Break)



City Manager's WEEKLY UPDATE to City Council

June 18, 2014

ECONOMIC DEVELOPMENT

Community feedback on the potential closure of Maple Street Plaza was quite limited with only 22 respondents. However, it was fairly evenly split, with 11 supporting its closure, 9 opposed to its closure and 2 stating they were neutral about it. Without stronger support for the closure, the street will remain open, but we will continue to monitor its usage and possibly revisit this issue in the future.

SPECIAL EVENTS

No special events this week.

COMMUNITY DEVELOPMENT

Planning:

- Staff anticipates submittal of an application from Redwood Terrace for a major CUP modification for their facility on 13th between Redwood and Tulip. The anticipated project would convert the existing Elder Link facility from daycare to 24-hour Alzheimer's' care and integrate services with their main campus. They may also incorporate some additional neighborhood residences they have acquired on 12th and will be folding into their overall operation.
- LAFCO has determined that the application for the Citracado Parkway Annexation ("Reorganization) is complete and is under review. Comments are being solicited from the affected agencies, due on 6/27/14, with the hearing scheduled in the coming months.
- A revised tentative map has been submitted for Tract 933, a previously approved 20-lot subdivision located east of Valley Parkway at 13961 Valle Lindo Rd. The approved 20-lot map included a density transfer of 8 units, accomplished through a development agreement. The proposed modification would reduce the number of lots from 20 to 14, and reduce the cost of public improvements. Potential issues include the relationship to an approved subdivision (TR 956) on the northern boundary, extending utilities to the northern and eastern edges of the property, improvements on Valle Lindo, and the easement rights of other properties on Valle Lindo.
- Staff continues to receive numerous calls and emails from neighboring residents regarding the proposed Conditional Use Permit for a Youth Special Needs Facility at the former Palomar Continuing Care facility on Avenida Del Diablo, which is scheduled to be considered by the Planning Commission on 6/24/14. The facility is proposed to be operated by Southwest Keys, contracted through the U.S. Department of Health and Human Services. The applicants intend to hold a neighborhood meeting on Sunday, June 22nd to discuss the proposed project.

City Manager's WEEKLY UPDATE to City Council

- Major Projects Update:
 - Oak Creek (NUW) – Staff is meeting on a weekly basis with the applicant's team to address issues as they arise. Last week, staff met with the environmental consultant to discuss responses to staff comments on the screencheck draft EIR. The applicant is exploring potential revisions to the tentative map and associated applications in response to comments received through the public outreach process.
 - Amanda Lane (NUW) – On 6/13/14, the applicant resubmitted a revised tentative map and numerous technical studies, which are undergoing staff review. Staff will consult with LAFCO regarding the proposed annexation boundaries.
 - Centerpointe 78 Commercial: – Staff has provided comments on the draft traffic study. A screencheck draft EIR is anticipated to be completed by the end of June for staff review.
 - North Broadway Deficiency Area Projects: – The two 16-lot subdivisions at 926 Lehner Ave (Baker), and 836 Stanley Ave. (Boer) and the associated development agreements are scheduled for Council consideration on June 18th.

Building Division:

- Building had a strong week issuing 53 permits for the week with a total valuation of \$455,025. Inspections and counter contacts remain constant with average daily inspections of 28 with 23 on Friday and average daily counter contacts of 34 with 25 on Friday.
- Building issued 19 photovoltaic permits this week, for a total of 247 permits to date.
- Plans were submitted for review for the Black Angus restaurant at the Westfield Mall.
- Plans were issued for the Church of Resurrection parking lot and parking lot lights at 1445 Conway. Plans for the church building will be submitted at a later date.

PUBLIC WORKS UPDATE

Engineering:

Over the past few years, City Traffic Engineering staff has worked in close coordination with staff from SANDAG, Caltrans, and the Cities of Poway and San Diego to create a coordinated traffic signal system that manages and re-routes traffic during major incidents along the I-15 corridor. This project, called the **San Diego Integrated Corridor Management Project**, was recently named as the Operational Efficiency Program of the Year for 2013 by the California Transportation Foundation. This coordinated traffic management program, the first of its kind in the nation, was funded through a grant from the United States Department of Transportation (U.S. DOT).



City Manager's WEEKLY UPDATE to City Council

Capital Improvement Projects:

2013 - 2014 Pavement Repair and Rehabilitation Program:

The project is completed and was presented to council for final acceptance at the Wednesday June 18th council meeting.

Red Flex Camera Removal:

The contractor began removing advanced camera signage and camera stands on Monday June 16. The work will continue for the next two weeks at all 5 effected intersections.

Private Development

Black Angus-North County Fair:

The construction of the underground utilities is ongoing.

Midway Avenue @ Grand Avenue 16" Gas Main Inspection:

The contractor began excavation on three observation holes along Midway Drive on Monday June 16. The work is scheduled for completion by Wednesday July 8th.

Moirs' Retaining Wall Reconstruction; Broadway and 8th Avenue

The new engineered wall is at 70% completion; the contractor has begun to backfill and is grading the new slope.

Building Maintenance

- The Recreation Building at Washington Park had a new roof installed in May.
- The fire alarm system replacement project for City Hall is out to public bid. The bid closes on June 19th. The Engineer's estimate for this project is \$210,000.

Street Maintenance

The City's Concrete Crew will be replacing tree-damaged sidewalk panels on the north side of Felicita between Juniper and Maple this week and into next week. Trees have been removed in the area to eliminate the root systems raising the sidewalk panels in this area. Sidewalk panel repair on Juniper north of the Juniper - Felicita intersection will follow. Sidewalk panels on the west side of Juniper will be removed and replaced. Tree removal and root grinding will be included in this work. This project should be completed by the end of June.

PUBLIC SAFETY

Police:

- The Police Department hosted the Police Cadet Appreciation dinner on 6/16/14:
 - 11 new cadets completed training
 - Cadet Adrian Garcia promoted to Lieutenant
 - Cadet Hector Espinoza promoted to Sergeant
 - Cadet Cristino Quinonez promoted to Sergeant



City Manager's WEEKLY UPDATE to City Council

- Chief Carter is meeting with the school district to discuss the Crossing Guard Program
- Staff attended webinar on privacy rights on 6/11/14
- The following police personnel participated as a mentor or mentee in the City's Mentorship Program (Chief Carter, Cpt. Loarie, Lt. Griffin, Lt. Murphy, Lt. Kogler, Lt. Skaja and Martha Ellis)

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