



Council Meeting Agenda

JANUARY 26, 2011

CITY COUNCIL CHAMBERS ~ 3:30 P.M. & 4:30 P.M.
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Marie Waldron
COUNCIL MEMBERS	Olga Diaz Michael Morasco Marie Waldron
CITY MANAGER	Clay Phillips
CITY CLERK	Marsha Whalen
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF ENGINEERING SERVICES	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

JANUARY 26, 2011
3:30 p.m. Meeting

Escondido City Council
Community Development Commission

CALL TO ORDER

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

CLOSED SESSION: (COUNCIL/CDC/RRB)

- I. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:**
 - a. Significant exposure to litigation pursuant to subdivision (b) of Government Code §54956.9(b): One Case

- II. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(a))**
 - a. Crowe, et al. v. City of Escondido, et al., Case No. 99-CV-0241-JM (RBB)

ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. 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.)

ADJOURNMENT



Council Meeting Agenda

JANUARY 26, 2011
4:30 p.m. Meeting

Escondido City Council
Community Development Commission

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, Morasco, Waldron, Abed

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES:** Regular Meeting of December 1, 2010
 Regular Meeting of December 8, 2010
 Regular Meeting of December 15, 2010
4. **SET A PUBLIC HEARING DATE FOR THE ADOPTION OF THE 2010 CALIFORNIA FIRE CODE (CFC) AND LOCAL AMENDMENTS** – Request Council authorization to set the public hearing date of February 16, 2011, to review and approve the findings for the local amendments and proposed adoption of the 2010 California Fire Code and Local Amendments

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

ORDINANCE NO. 2011-03 Introduction and first reading

5. **FISCAL YEAR 2010 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept FY 2010 Operation Stonegarden grant funds in the amount of \$276,521 from the California Emergency Management Agency through the County of San Diego; authorize the Chief of Police to submit grant documents on behalf of the City; and approve budget adjustments needed for equipment and overtime expenses

Staff Recommendation: Approval **(Police Department: Jim Maher)**

6. **NOTICE OF COMPLETION FOR OFF-SITE IMPROVEMENTS – CARMAX SUPERSTORES, INCORPORATED** – Request Council authorize staff to file a Notice of Completion for the off-site Public Improvements associated with Carmax Superstores, Inc.

Staff Recommendation: Approval **(Engineering Services: Ed Domingue)**

7. **AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO SANDAG FOR THE “COMMUNITIES PUTTING PREVENTION TO WORK” (CPPW) PROGRAM; ACCEPT TERMS OF GRANT AGREEMENT SHOULD IT BE AWARDED; AND ENSURE TIMELY COMPLETION OF GRANT-FUNDED PROJECT** – Request Council authorize staff to submit an application to SANDAG for their “Communities Putting Prevention to Work” program; accept the terms of the grant agreement and stating assurance to complete the grant-funded project by February 2012

Staff Recommendation: Approval **(Neighborhood Services: Rich Buquet)**

RESOLUTION NO. 2011-16

CONSENT CALENDAR

8. **BUSINESS INCUBATOR LEASE AGREEMENT** – Request Council rescind Resolution No. 2010-173; and authorize the Mayor and City Clerk to execute a Lease Agreement with San Diego North Economic Development Council as a business incubator property addressed as 700 West Grant Avenue

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

RESOLUTION NO. 2011-17

9. **BALLPARK REFINANCING COSTS** - Adoption of Resolutions Declaring Intent to Incur Tax Exempt Obligations Related to Redevelopment and Construction of a Minor League Ballpark

Staff Recommendation: Approval (**City Attorney: Jeffrey Epp**)

- a. RESOLUTION NO. 2011-20
- b. CDC RESOLUTION NO. 2011-02

CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

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

PUBLIC HEARINGS

10. **CONDUCT A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION OF NECESSITY AUTHORIZING THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS (NORDAHL BRIDGE)** – Request Council conduct a public hearing to consider adoption of a Resolution of Necessity authorizing the City Attorney to initiate condemnation proceedings to acquire the property rights required across portions of San Diego County Assessor Parcel Numbers 226-112-27 (KGD Enterprises, Inc.), 226-112-31 (Pompo & Sokol) & 226-112-49 (Helix Reit), 228-360-14, 228-360-38 (Robert & Pamela Bills) & 228-360-39 (Wells-CECO, LLP) for construction of the Nordahl Bridge Replacement Project

Staff Recommendation: Approval (**Engineering Division: Ed Domingue**)

- a. RESOLUTION NO. 2011-09
- b. RESOLUTION NO. 2011-10
- c. RESOLUTION NO. 2011-11
- d. RESOLUTION NO. 2011-12
- e. RESOLUTION NO. 2011-13

PUBLIC HEARINGS

11. **AMENDMENT TO FISCAL YEAR 2010-2011 ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO ALLOCATE FUNDS TO ESCONDIDO CHILDREN'S MUSEUM AND ESCONDIDO RECREATION EXCEPTIONAL PROMISE CLUB**

Request Council authorize an amendment to the FY 2010-2011 Action Plan for CDBG to allocate \$20,000 in CDBG funds (\$10,000 to the Escondido Children's Museum and \$10,000 to establish the Escondido Recreation Exception Promise Club. The \$20,000 in CDBG funds were previously set aside to be used as matching funds if a grant previously applied for through the Escondido Charitable Foundation was awarded. The grant was not awarded and the funds were deposited into the CDBG unallocated fund balance as of April 2010

Staff Recommendation: Approval **(Neighborhood Services: Rich Buquet)**

12. **RATE STUDY RESULTS AND WATER AND WASTEWATER RATE ADJUSTMENTS FOR 2011-2015** – Request Council conduct a public hearing to hear the results of the water and wastewater rate study and to consider the proposed water and wastewater rates and fees **(continued from 1/12/11)**

Staff Recommendation: Approval **(Utilities Division: Lori Vereker)**

RESOLUTION NO. 2011-03R

CURRENT BUSINESS

13. **FISCAL YEAR 2011/12 PRELIMINARY BUDGET REVIEW** – Discussion of FY 2011/12 budget and tentative adoption dates

Staff Recommendation: Provide direction to staff regarding revenue projections and use of reserves **(Finance Department: Gil Rojas)**

14. **HEALTHY EATING ACTIVE LIVING (HEAL) CAMPAIGN** – Council consideration and direction, whether to become a member of the California League of Cities Healthy Eating Active Living (HEAL) Campaign .

Staff Recommendation: None **(Council Members Olga Diaz and Michael Morasco)**

BRIEFING (Staff)

FUTURE AGENDA

15. **FUTURE AGENDA ITEMS** - 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: Marsha Whalen)**

ORAL COMMUNICATIONS

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COUNCIL/COMMISSION/ MEMBERS COMMENTS

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
February 2	Wednesday	12:00 pm – 5 pm	Workshop: Council Action Plan	Mitchell Room
February 9	NO MEETING	-	-	-
February 16	Wednesday	8:00 a.m.	State of the City	CCAЕ, Salons 1-3
	Wednesday	4:30 pm	Council Meeting	Council Chambers
February 23	NO MEETING			
March 2	Wednesday	4:30 pm	Council 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. 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.

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.ci.escondido.ca.us/government/agendas/PublishedMeetings.htm>
- 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 can be viewed the following Sunday and Monday evenings at 6:00 p.m. on Cox Cable. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and selecting: City Council/broadcasts of City Council Meetings/live video streaming.

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 4:30 p.m. (*Verify schedule with City Clerk's Office*)
Members of the Council also sit as the Community Development Commission and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Thursday 7:30 a.m. to 5:30 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 OF ESCONDIDO
DECEMBER 1, 2010
7:00 p.m. Meeting Minutes
ESCONDIDO CITY COUNCIL
Council Chambers
201 North Broadway, Escondido, CA 92025**

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 7:00 p.m. Wednesday, December 1, 2010 in the Council Chambers at City Hall with Mayor Lori Holt Pfeiler presiding.

FLAG SALUTE

Girl Scout Troop #4308 led the flag salute.

NATIONAL ANTHEM

The Center Master Chorale sang the National Anthem.

INVOCATION

Pastor Dennis Keating, Emanuel Faith Community Church, gave the invocation.

ATTENDANCE

The following members were present: Councilmember Sam Abed, Mayor Pro Tem Dick Daniels, Councilmember Olga Diaz, Councilmember Marie Waldron, and Mayor Lori Holt Pfeiler. Quorum present.

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director; Marsha Whalen, City Clerk and Liane Uhl, Minutes Clerk.

ORAL COMMUNICATIONS

CONSENT CALENDAR

- 1. CERTIFICATION OF NOVEMBER 2010 ELECTION RESULTS** – Request City Council adopt a Resolution certifying the November 2, 2010 City of Escondido General Municipal Election and declaring the results thereof. (File No. 0650-40)

Staff Recommendation: Approval (**City Clerk: Marsha Whalen**)

RESOLUTION NO. 2010-174

MOTION: Moved by Councilmember Daniels and seconded by Councilmember Diaz that the Certification of the November 2, 2010 City of Escondido General Municipal Election be approved and adopt Resolution No. 2010-174. Motion carried unanimously.

COMMENTS - OUTGOING OFFICIALS

- 2. COMMENTS FROM OUTGOING COUNCIL MEMBERS:**

- Dick Daniels
- Lori Holt Pfeiler

INSTALLATION CEREMONIES

- 3. INSTALLATION OF OFFICERS: The Honorable Judge Richard E. Mills**

- Sam Abed, Mayor
- Newly Elected Councilmembers

The Honorable Justice Richard E. Mills administered the Oath of Office to the newly elected Mayor, Sam Abed, and Councilmembers, Marie Waldron and Ed Gallo.

- 4. COMMENTS FROM NEWLY ELECTED OFFICERS**

CURRENT BUSINESS

- 5. APPOINTMENT OF MAYOR PRO TEM**

Staff Recommendation: None

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to appoint Councilmember Waldron as Mayor Pro Tem. Motion carried unanimously.

6. **SELECTION PROCESS AND APPOINTMENT TO FILL VACANT CITY COUNCIL SEAT –**
Discussion on options, process, and timing as well as possible appointment of an individual to fill the vacancy on the City Council

Staff Recommendation: None (**City Attorney: Jeffrey Epp; and City Clerk: Marsha Whalen**)

This item will be discussed at the December 8, 2010 meeting at 4:00 p.m.; however, it was agreed that the candidates would be invited to give a brief presentation on why they should be considered for the appointment.

ORAL COMMUNICATIONS

Thomas Armstrong, Escondido, indicated the homeless need more services.

ADJOURNMENT AND RECEPTION

Mayor Abed adjourned the meeting at 7:58 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
DECEMBER 8, 2010
4:00 p.m. Meeting Minutes

Escondido City Council
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 4:00 p.m. Wednesday, December 8, 2010 in the Council Chambers at City Hall with Mayor Abed presiding.

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Mayor Pro Tem Marie Waldron, and Mayor Sam Abed. (One vacant position) Quorum present.

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director; Marsha Whalen, City Clerk; and Liane Uhl, Minutes Clerk.

PRESENTATIONS

Mayor Abed introduced Connie Ethridge, Assistance League of North County, who gave a presentation on their organization.

ORAL COMMUNICATIONS

Wendy Wilson, Escondido Arts Partnership and Municipal Gallery, gave an update on activities being held at the Municipal Gallery.

Roy Garrett, Escondido, requested more information about the proposed ballpark.

Wayne Louth, Escondido, distributed information, indicated the patriot flag was traveling to all 50 states and that Scott LoBaido would be replacing the rooftop flag in Escondido.

CONSENT CALENDAR

Councilmember Diaz removed item 12, Councilmember Waldron removed items 7 and 8 and Councilmember Gallo removed items 11 and 13 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo that the following Consent Calendar items be approved with the exception of items 7, 8, 11, 12 and 13. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of October 27, 2010**

4. **BUDGET ADJUSTMENT REQUEST TO CLOSE HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) MODS PHASE II PROJECT** – Request Council authorize a budget adjustment to transfer the remaining budget, from the completed HARRF Mods Phase II project, in the amount of \$84,032, to the Wastewater Major Maintenance project budget. (File No. 0430-80)

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

5. **HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) SECONDARY CLARIFIERS REHABILITATION AND BUDGET ADJUSTMENT** – Request Council authorize the Mayor and City Clerk to authorize the Utilities Department to enter into a Purchase Agreement with Ovivo USA, LLC, in the amount of \$406,516 for replacement mechanical equipment for two HARRF Secondary Clarifiers; and request Council approve a budget adjustment in the amount of \$200,000 from the Sewer Fund Balance to fund this purchase. (File No. 0600-10 Misc.)

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

RESOLUTION NO. 2010-178

6. **BUDGET ADJUSTMENT TO TRANSFER BOND FUNDS** – Request Council authorize a budget adjustment to transfer bond funds from the completed FY 2010 Alexander Area Phase I Water Line project to the Cemetery Area Water Line project, in the amount of \$179,149, to adequately fund design and title reports. (File No. 0430-80)

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

7. **WATER AND RECYCLED WATER MASTER PLANS CONSULTING AGREEMENT AND BUDGET ADJUSTMENT** – Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with PBS&J, in the amount of \$472,039 for engineering services to prepare a Water Master Plan Update and a Recycled Water Master Plan; and authorize a budget adjustment in the amount of \$260,000.00 from the A-3 Reservoir fund and \$150,000.00 from Sewer Master Plan to fund this project. (File No. 0600-10 [A-3009])

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

RESOLUTION NO. 2010-177

Councilmember Waldron asked if this study would include the General Plan update.

Lori Vereker, Utilities Manager, answered that the Water and Wastewater Master Plans would be included in the General Plan update.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron to authorize the Mayor and City Clerk to execute a Consulting Agreement with PBS&J, in the amount of \$472,039 for engineering services to prepare a Water Master Plan Update and a Recycled Water Master Plan; and authorize a budget adjustment in the amount of \$260,000.00 from the A-3 Reservoir fund and \$150,000 from the Sewer Master Plan to fund this project, with the downtown area as a priority, and adopt Resolution No. 2010-177. Motion carried unanimously.

- 8. MICROSOFT LICENSING ENTERPRISE AGREEMENT** – Request Council authorize the Director of Information Systems to enter into a three year agreement with Dell, in the amount of \$201,733 a year for three years, to provide Microsoft Software Assurance via a Microsoft Licensing Enterprise Agreement for Microsoft desktop and server software required to run the City's Network. (File No. 0600-10 Misc.)

Staff Recommendation: Approval (**Information Systems: Mark Becker**)

RESOLUTION No. 2010-168

Councilmember Waldron asked if this agreement would change the Groupwise System.

Mark Becker, Information Systems Director, indicated the change would be to Microsoft Outlook.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Diaz to authorize the Director of Information Systems to enter into a three year agreement with Dell, in the amount of \$201,733 a year for three years, to provide Microsoft Software Assurance via a Microsoft Licensing Enterprise Agreement for Microsoft desktop and server software required to run the City's Network and adopt Resolution No. 2010-168. Motion carried unanimously.

- 9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND FY 2010-2011 ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL)** – Request Council authorize the establishment of the FY 2010-2011 DBE Program and an AADPL of 2.53%, with a Race Conscious Goal of 1.17% and a Race Neutral Goal of 1.36%, for the period of October 1, 2010 through September 30, 2011, and authorize the Director of Engineering Services to execute the DBE Annual Submittal Form. (File No. 0600-10 Misc.)

Staff Recommendation: Approval (**Engineering Services: Ed Domingue**)

RESOLUTION NO. 2010-175

- 10. MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN** – Request Council approve the revisions to the San Diego County Multi-Jurisdictional Hazard Mitigation Plan. (File No. 0220-35)

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

RESOLUTION No. 2010-158

- 11. FIT CONSULTANT – SCHOOL COMMUNITY VIOLENCE PREVENTION SERVICE AGREEMENT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept School Community Violence Prevention Service funds in the amount of \$33,600 from the San Diego County Office Education and the Chief of Police to submit grant documents on behalf of the City and approve budget adjustments needed for overtime expenses. (File No. 0430-80)

Staff Recommendation: Approval (**Police Department: Jim Maher**)

Councilmember Gallo asked what the benefit was for this program.

Police Chief Jim Maher explained that it was a gang prevention program.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to authorize the Escondido Police Department to accept School Community Violence Prevention Service funds in the amount of \$33,600 from the San Diego County Office Education and the Chief of Police to submit grant documents on behalf of the City and approve budget adjustments needed for overtime expenses. Motion carried unanimously.

- 12. SUBMISSION OF COMMUNITY DEVELOPMENT COMMISSION REPORTS AS OF JUNE 30, 2010** – Request Council accept the submission of the reports, which includes the Independent Auditor's Report on the Commission. (File No. 0410-20)

Staff Recommendation: Approval (**Finance Department: Gil Rojas**)

Councilmember Diaz asked if staff could create a plan to repay the General Fund with Redevelopment funds.

Gil Rojas, Finance Manager, explained that these reports were a financial snapshot as of June 30, 2010.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron to approve submission of the reports, which includes the Independent Auditor's Report on the Commission. Motion carried unanimously.

- 13. INTERIM EXTENSION OF TOW TRUCK COMPANY CONTRACTS** – Request Council authorize the Mayor and City Clerk to extend tow company contracts for a six-month period, with the current contracts expiring December 31, 2010, with AI's Towing, Incorporated, HMR, Incorporated (El Norte Towing), A-Z Enterprises, Incorporated and Allied Gardens Towing, Incorporated. (File No. 0600-10 [A-2698, A-2699, A-2700, A-2701])

Staff Recommendation: Approval (**Police Department: Jim Maher**)

RESOLUTION NO. 2010-183

Councilmember Gallo asked why the contracts were not extended sooner.

Police Chief Jim Maher, indicated the Police Department wanted to consider other qualified tow yards for the work.

Avneet Sidhu, Attorney, stated she was available to answer any questions regarding the letter submitted on behalf of AI's Towing, Inc.

Brad Ramsey, A-Z Towing, Inc., requested the contracts be extended for 18 months.

Josh Park, AI's Towing, Inc., asked Council to extend the contracts for 18 months.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron to extend tow company contracts for a six-month period, with the current contracts expiring December 31, 2010, with AI's Towing, Incorporated, HMR, Incorporated (El Norte Towing), A-Z Enterprises, Incorporated, and Allied Gardens Towing, Incorporated and adopt Resolution No. 2010-183. Ayes: Abed, Diaz and Waldron. Noes: Gallo. Absent: None. Motion carried.

CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

None

CURRENT BUSINESS

14. PUBLIC SAFETY FACILITIES OVERSIGHT COMMITTEE: FINAL REPORT AND DISSOLUTION OF THE COMMITTEE (File No. 0120-50)

Staff Recommendation: Receive and file the Final Report and authorize dissolution of the Committee **(City Manager's Office: Joyce Masterson; Public Safety Facilities Oversight Committee: Carl Skaja)**

Joyce introduced Jeff Katz, Architect, who presented Fire Chief Mike Lowry with an architectural award for Fire Station No. 1.

Joyce Masterson, Assistant to the City Manager, introduced Carl Skaja, Public Safety Facilities Oversight Committee Chairman, who gave the final committee report.

COUNCIL ACTION: The report was received and filed as presented by staff and the Committee.

15. LIBRARY BOARD OF TRUSTEES ANNUAL REPORT (ORAL REPORT) – Trustees' Annual Report on the state of the Escondido Public Library. (File No. 0110-20)

Staff Recommendation: Receive and file report **(Community Services/Library: Laura Mitchell)**

Laura Mitchell, City Librarian, gave the staff report and presented a series of slides.

COUNCIL ACTION: NO ACTION, INFORMATION ONLY

16. CONSIDER APPLICATIONS AND PRESENTATIONS BY APPLICANTS FOR VACANT CITY COUNCIL SEAT; DISCUSSION AND POSSIBLE ACTION OR APPOINTMENT TO FILL COUNCIL VACANCY (File No. 0610-70)

Staff Recommendation: None **(Mayor and City Council)**

Mayor Abed called the following applicants to give a 3-minute presentation:

Lisa Lee Hall Bates	Miroslaw Gorny	Dana L. Nuesca	Thomas L. Watson
Karen E. Black	Joseph Ariel Hansen	Richard Paul	Inki Kim Welch
Joseph Frank Bologna	R. "Terry" Hays	Carol Rea	
Oscar V. Castillo	John D. Masson	Ricardo Anselmo Rodriguez	
James A. Crone	Sharon Kaye McNair	Suzanne R. Southwell	
Cynthia Eichler	Paul P. McNamara	James Joseph Spann	
Robert L. Fields	Michael K. Morasco	Kevin S. Svetich	

The Council marked a paper ballot indicating their top two candidate choices, which was tabulated by the City Clerk and announced by the Mayor as follows: Oscar Castillo, 1 vote; Jim Crone, 1 vote; John Masson, 2 votes, Paul McNamara, 1 vote; Michael Morasco, 3 votes.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to appoint Michael Morasco as Councilmember. Motion carried unanimously. The City Clerk administered the Oath of Office and Mr. Morasco took his seat at the dais.

BRIEFING (Staff)

None

FUTURE AGENDA

- 17. FUTURE AGENDA ITEMS** - 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: Marsha Whalen**)

Councilmember Gallo asked to have a Prop P fund allocation and pay down of the redevelopment bond discussion.

Councilmember Diaz requested a status update on the Mary Lane Fire Station and on the fire station that was sold.

Councilmember Waldron asked for discussion on downtown parking regulation issues.

Mayor Abed stated he would bring rules and regulations to make Council meetings easier for Council consideration and a process to appoint a Mayor Pro Tem.

ORAL COMMUNICATIONS

Ann McDonald, Escondido, distributed information and indicated the craft shop at the Senior Center will continue to be open until the end of February.

COUNCIL/COMMISSION/ MEMBERS COMMENTS

Councilmember Diaz welcomed Michael Morasco, the newly appointed Councilmember.

CLOSED SESSION: (COUNCIL/CDC/RRB)

Attorney Jeffrey Epp recommended recess to Closed Session to discuss item 18.

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

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

- a.** Property: A.P.N. 226-112-27
Agency Negotiators: Ed Domingue
Negotiating parties: City and KGD Enterprises, Incorporated
Under negotiation: Price and terms of payment
- b.** Property: A.P.N. 226113-31
Agency Negotiators: Ed Domingue
Negotiating parties: City and Vincent N. Pompo and Patricia A. Pompo and Richard T. Sokol
Under negotiation: Price and terms of payment
- c.** Property: A.P.N. 226-112-49
Agency Negotiators: Ed Domingue
Negotiating parties: City and Helix Real Estate Investment Trust
Under negotiation: Price and terms of payment
- d.** Property: A.P.N. 228-360-14 & 38
Agency Negotiators: Ed Domingue
Negotiating parties: City and Robert S. Bills & Pamela A. Bills
Under negotiation: Price and terms of payment
- e.** Property: A.P.N. 228-360-39
Agency Negotiators: Ed Domingue
Negotiating parties: City and Wells-CECO, LP. and Lloyd Henry Wells Family Trust
Under negotiation: Price and terms of payment

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO

DECEMBER 8, 2010

7:00 p.m. Meeting

NO ITEMS/NO MEETING

**Escondido City Council
Community Development Commission**

CITY OF ESCONDIDO
DECEMBER 15, 2010
4:00 p.m. Meeting Minutes

Escondido City Council
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 4:00 p.m. on Wednesday, December 15, 2010 in the Council Chambers at City Hall with Mayor Abed presiding.

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember Michael Morasco, Mayor Pro Tem Marie Waldron, and Mayor Sam Abed. Quorum present.

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director; Marsha Whalen, City Clerk; and Bob Zornado, Assistant City Clerk.

PRESENTATIONS

Mayor Abed introduced John Seymour, National Community Renaissance, who presented the City with the Commitment to Community (HOPE) award.

ORAL COMMUNICATIONS

Elisa Marrone and Kim Silva, Utilities Department, indicated the City was participating in the regional Day Without a Bag event and encouraged the public to use reusable shopping bags and not single-use plastic bags.

Thomas Armstrong, Escondido, distributed information on the services for the homeless in Temecula and stated that Interfaith did not allow anyone who used their services to volunteer at their facility.

CONSENT CALENDAR

Councilmember Diaz removed item 6 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron that the following Consent Calendar items be approved with the exception of item 6. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: None Scheduled**

4. **ANNUAL FINANCIAL REPORT AND INDEPENDENT AUDIT REPORT FOR THE PROPOSITION-P CAPITAL FUNDS RELATED TO THE PUBLIC SAFETY FACILITY PROJECTS FOR THE FISCAL YEAR ENDED JUNE 30, 2010** (File No. 0400-93)

Staff Recommendation: Receive and file (**Finance Department: Gil Rojas**)

5. **ANNUAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPER FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2010** (File No. 0400-93)

Staff Recommendation: Receive and file (**Finance Department: Gil Rojas**)

6. **LEASE AGREEMENT FOR USE OF CITY PROPERTY LOCATED AT 165 EAST LINCOLN AND THE NORTHEAST CORNER OF BROADWAY AND STATE ROUTE 78 IN THE CITY OF ESCONDIDO (TURLO)** – Request Council authorize the Mayor and City clerk to execute a three-year Lease Agreement with Frank Turlo, DBA, Escondido Suzuki/San Diego Auto Thrift, for use of City property located at 165 East Lincoln Boulevard, for a rent rate increase to \$721 per month, subject to a 3% annual increase. (File No. 0600-10 [A-2861])

Staff Recommendation: Approval (**Engineering Services: Ed Domingue**)

RESOLUTION NO. 2010-182

Councilmember Diaz asked if the business was getting more area for the same lease price.

John Crayton, Real Property, indicated this was not the case, as the lease reflected a 3% increase.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to authorize the Mayor and City clerk to execute a three-year Lease Agreement with Frank Turlo, DBA, Escondido Suzuki/San Diego Auto Thrift, for use of City property located at 165 East Lincoln Boulevard, for a rent rate increase to \$721 per month, subject to a 3% annual increase and adopt Resolution No. 2010-182. Motion carried unanimously. Motion carried unanimously.

7. **STATE OF CALIFORNIA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE AB 912 FUNDING** – Request council accept \$22,770 in funds from State of California 9-1-1 Emergency Communications Office; approve grant expenditure consistent with guidelines; and authorize the chief of Police to submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds. (File No. 0480-70)

Staff Recommendation: Approval (**Police Department: Jim Maher and Susan Cervenka**)

8. **ESTABLISH A NEW ACCOUNT AND BUDGET ADJUSTMENT FOR REIMBURSEMENT TO THE DEVELOPER OF TRACT 914, LOCATED ON EL NORTE PARKWAY AT FLOOD CONTROL CHANNEL, SPECIFIC PLAN AREA 5 (NORTHEAST GATEWAY)** – Request council

authorize the establishment of a new account and a budget adjustment in the amount of \$150,000 to the newly created account for the purpose of reimbursement to the developer of Tract 914. (File No. 0800-10 Tract 914)

Staff Recommendation: Approval (**Engineering Division: Ed Domingue**)

PUBLIC HEARINGS

- 9. BUSINESS ENHANCEMENT ZONE (BEZ) CONSIDERATION OF A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR WEIR ASPHALT PLANT (PHG 10-0014) 500 NORTH TULIP STREET** – A modification to a Conditional Use permit and Business Enhancement Zone (BEZ) approval (2005-11-CUP/BEZ) for a hot mix asphalt plant to increase on site storage capacity of hot mix and warm mix asphalt. The increase in storage capacity would be accomplished by installing two additional asphalt storage silos for finished product, one liquid asphalt storage tank, an emulsion tank and a sealer tank. The proposed modification includes a request to increase asphalt production on the site from the limit of 150,000 tons per year established in the existing CUP to the current APCD-approved limit of 250,000 tons per year. (File No. 0800-40 PHG 10-0014)

Staff Recommendation: Approval (**Community Dev./Planning: Barbara Redlitz**)

RESOLUTION NO. 2010-148

Bill Martin, Planning Department, gave the staff report and presented a series of slides.

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

George Weir, Escondido, indicated his business was growing, creating more jobs and sales tax. He asked Council to approve the CUP change.

Patricia Boreltmann, Escondido, stated there might be a land use conflict and asked Council not to approve the change.

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

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to modify a Conditional Use permit and Business Enhancement Zone (BEZ) approval (2005-11-CUP/BEZ) for a hot mix asphalt plant to increase on site storage capacity of hot mix and warm mix asphalt and adopt Resolution No. 2010-148. The increase in storage capacity would be accomplished by installing two additional asphalt storage silos for finished product, one liquid asphalt storage tank, an emulsion tank and a sealer tank. The proposed modification includes a request to increase asphalt production on the site from the limit of 150,000 tons per year established in the existing CUP to the current APCD-approved limit of 250,000 tons per year. Motion carried unanimously.

CURRENT BUSINESS

- 10. COUNCIL ACTION PLAN UPDATE** – Request Council receive and file a status update to the Council Action Plan adopted on May 20, 2009. (File No. 0610-95)

Staff Recommendation: Receive and file (**City Manager's Office: Gail Sullivan and Action Items Chairpersons**)

Gail Sullivan, Deputy City Manager, introduced staff members who gave their report and presented a series of slides.

COUNCIL ACTION: No Action, Information Only

- 11. GENERAL PLAN UPDATE AND CLIMATE ACTION PLAN (FILE PHG 09-0020 AND PHG 10-0016)** – Request Council (1) Authorize the Mayor and City Clerk to execute a Consulting Contract with PBS&J, in the amount of \$899,302 to assist in the General Plan Update, Environmental Impact Report, and Climate Action Plan; (2) Consider General Plan Land Use boundary alternatives; and (3) Provide direction for evaluating converting the downtown Valle Parkway/Second Avenue couplet to two-way traffic. (File No. 0830-07)

Staff Recommendation: 1) Approve the contract and scope of services for the General Plan, EIR and Climate Action Plan with the consulting firm PBS&J totaling \$899,302, 2) Direct staff to amend the City's General Plan Boundaries for evaluation in the proposed General Plan Update by reducing territory in targeted outlying areas, 3) Gather additional input from the Downtown Business Association regarding the current downtown Valley Parkway / Second Avenue one-way couplet configuration for evaluation in the proposed General Plan Update. (**Community Dev./Planning: Barbara Redlitz**)

- a. **RESOLUTION NO. 2010-179**
- b. **RESOLUTION NO. 2010-180**
- c. **RESOLUTION NO. 2010-181**

Jay Petrek, Planning Division, gave the staff report and presented a series of slides.

Pamela Stahl, Escondido, expressed concern that a ballpark would affect the quality of life standards and traffic circulation aspect of the General Plan.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron to authorize the Mayor and City Clerk to execute a Consulting Contract with PBS&J, in the amount of \$899,302 to assist in the General Plan Update, Environmental Impact Report, and Climate Action Plan; consider General Plan Land Use boundary alternatives; provide direction for evaluating converting the downtown Valley Parkway/Second Avenue couplet to two-way traffic and adopt Resolution No. 2010-179, Resolution No. 2010-180 and Resolution No. 2010-181. Motion carried unanimously.

- 12. APPOINTMENTS TO COUNCIL SUBCOMMITTEES** (File No. 0610-55)

Staff Recommendation: Select and/or ratify appointees (**Mayor Sam Abed**)

Mayor Abed indicated the Councilmembers considered for appointment to SANDAG and NCTD received a stipend and could not participate in the motion or vote.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to appoint Mayor Abed as SANDAG representative. Ayes: Gallo, Diaz, Morasco and Waldron. Noes: None. Abstain: Abed. Motion carried. Moved by Mayor Abed and seconded by Councilmember Gallo to appoint Councilmember Waldron as alternate to SANDAG. Ayes: Abed, Gallo, Diaz, and Morasco. Noes: None. Abstain: Waldron. Absent: None. Motion carried.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to appoint Councilmember Gallo as SANDAG representative. Ayes: Abed, Diaz, Morasco and Waldron. Noes: None. Abstain: Gallo.

Motion carried. Moved by Mayor Abed and seconded by Councilmember Waldron to appoint Councilmember Diaz as alternate to NCTD. Ayes: Abed, Gallo, Morasco and Waldron. Noes: None. Abstain: Diaz. Motion carried.

MOTION: Moved by Mayor Abed and seconded by Councilmember Waldron to appoint Councilmember Diaz as representative and Councilmember Morasco as alternate to San Dieguito River Park. Motion carried unanimously.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to appoint Mayor Abed as ABAG and Escondido Joint Financing Authority representative. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to appoint Councilmember Waldron as the League of California Cities representative. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to appoint Councilmember Waldron to the Regional Solid Waste Association Board. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Morasco to appoint Councilmember Diaz to the Escondido Creek Watershed Alliance. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to appoint Councilmember Waldron and Councilmember Morasco as the Annual Awards Selections Committee.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to appoint Councilmember Gallo and Councilmember Morasco to the CCAE Committee. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to appoint Mayor Abed and Councilmember Waldron to the Economic Development Committee. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Waldron to appoint Councilmember Morasco and Councilmember Diaz to the School Subcommittee. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Waldron to appoint Councilmember Gallo and Councilmember Morasco to the Utilities Subcommittee. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Waldron to appoint Councilmember Diaz and Councilmember Gallo to the Downtown Parking Committee. Motion carried unanimously.

BRIEFING (Staff)

None

FUTURE AGENDA

- 13. FUTURE AGENDA ITEMS** - 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: Marsha Whalen**)

ORAL COMMUNICATIONS

None

COUNCIL/COMMISSION/ MEMBERS COMMENTS

Councilmember Gallo wished everyone Merry Christmas and Happy New Year.

CLOSED SESSION: (COUNCIL/CDC/RRB)

Attorney Jeffrey Epp indicated there was no longer a need to discuss item 14b and recommended recess to Closed Session to discuss item 14a.

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

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

- a.** Property: A parcel on the north side of West Valley Parkway between City Hall and the California Center for the Arts, Escondido, APN#229-372-20

Agency Negotiator: Charles Grimm

Negotiating parties: City of Escondido and CW Clark

Under negotiation: Price and terms of payment

- b.** Property: 2165 Village Road

Agency Negotiators: Charles Grimm

Negotiating parties: Charles Grimm

Under negotiation: Price and terms of payment

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:00 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
DECEMBER 15, 2010
7:00 p.m. Meeting Minutes

Escondido City Council
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 7:00 p.m. on Wednesday, December 15, 2010 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember Michael Morasco, Mayor Pro Tem Marie Waldron, and Mayor Sam Abed.

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director, Marsha Whalen, City Clerk; and Bob Zornado, Assistant City Clerk.

ORAL COMMUNICATIONS

CURRENT BUSINESS

- 15. MINOR LEAGUE BASEBALL BALLPARK** – Request City Council and Community Development Commission Action and Discussion.

Staff Recommendation: Approve the Budget Adjustment for consultant costs and provide Council direction on sub-items B and C (**City Manager's Office: Charles Grimm**)

- A.** Authorize First Amendments to Consulting Agreements with Helix Environmental Planning, Incorporated and Linscott, Law and Greenspan respectively; and authorize a

Budget Adjustment in the amount of \$263,579 that will place additional funds into the Community Development Commission budget needed for continued consulting services pertaining to environmental, financial, legal, and redevelopment issues associated with the ballpark development (Case File No. AZ 10-0002) (File No. 0600-10 [A-3003])

- i. **RESOLUTION NO. CDC 2010-15 (Helix)**
- ii. **RESOLUTION NO. CDC 2010-16 (Linscott/Greenspan)**

Joyce Masterson, Assistant to the City Manager, gave the staff report.

- B. Authorize acquisition of 480 North Spruce (File No. 0690-10)

RESOLUTION NO. CDC 2010-17

Charles Grimm, Assistant City Manager, gave the staff report.

- C. Council Discussion related to the Minor League Baseball Ballpark (File No. 0810-20)

Charles Black, CB Urban Development, gave a report on the Memorandum of Understanding.

Roy Garrett, Escondido, expressed concern with the language of the MOU and suggested that Council not sign it at this time.

Janet Borajas, San Marcos, voiced concern that the developers were not investing funds in the ballpark and stated she did not support the project.

Jane McGuire, Escondido, expressed concern that the City was focusing on the ballpark and not considering current projects, such as the Ritz Theatre renovation.

Bill Flores, Escondido, indicated he did not agree with the attempted rental ban ordinance or the driver's license checkpoints.

Carmen Miranda, Escondido, stated she was against the City spending funds on a ballpark.

Bill Westlake, Escondido, voiced support for the proposed ballpark.

Jan Bourgeois, Escondido, indicated she supported a ballpark in Escondido.

Bruce Sims, Escondido, distributed information and urged Council to postpone their decision on a ballpark.

Mike Hamilton, Escondido, stated downtown San Diego had been changed for the better with a ballpark and he was in support of one here.

Enrique Morones, San Diego, indicated he did not agree with a ballpark in Escondido.

Lisa Pathenos, Escondido, expressed concern that the City was not spending enough funds on maintenance issues.

Pamela Stahl, Escondido, stated this project should go to a vote of the people.

Craig Jones, Interfaith Social Services, asked Council to work with them in relocating their facility in Escondido.

Alfredo Valasco, Escondido Chamber of Commerce, indicated a ballpark could stimulate businesses in Escondido and urged Council to support the project.

Patrick Cooney, Escondido, expressed support for the ballpark.

Thomas Martinez, Jr., Escondido, indicated the ballpark was good for kids and he supported the project.

Margaret Moir, Escondido, voiced support for the proposed ballpark MOU.

Scott Cowan, Escondido, stated a small town in Michigan grew when they invested in a minor league ballpark and asked Council to approve one here.

Randy Ortlieb, Escondido, submitted a petition of signatures for support for the ballpark and urged Council to support the project.

Dan Roslund, Escondido, indicated that baseball in Escondido would be good for Escondido and he was in favor of the proposed ballpark.

John Masson, Escondido, stated he was in support of the ballpark and urged Council to support it.

Carl Skaja, Escondido, urged Council to support the ballpark.

Larry Burch, Escondido, gave examples of towns rebuilt by the addition of a ballpark and stated he was in support of building one in Escondido.

A.J. Devine, Escondido, encouraged Council to approve the proposed ballpark.

Ernie Cowan, Escondido, listed past projects that provided economic progress for the City and urged Council to approve a ballpark.

John Ihrig, Escondido, indicated the ballpark was a way for opportunity and growth in Escondido and he was in support of the project.

Fred Baranowski, San Diego, stated the ballpark would be an economic catalyst for the community and asked Council to approve it.

Michael Imbariggo, Escondido, urged Council to support the ballpark MOU.

Don Dahanyos, Escondido, asked Council to approve the ballpark MOU.

Bill Schurmann, Escondido, indicated a ballpark would enhance Escondido and encourage Council to approve the project.

Gordon Kubota, Escondido, expressed concern with the cost of building a ballpark.

Edwin Handley, Escondido, stated that sports united people; the ballpark would be a catalyst to start economic growth and he encouraged Council to approve the ballpark project.

Ashley Trueman, Escondido, indicated that a ballpark would bring young families and professionals to live in Escondido.

Mike Anet, Escondido, voiced concern with the cost and asked Council not to approve a ballpark.

Belinda Aguirre, Escondido, stated a ballpark was not a good idea for the City.

Juan Martinez, Escondido, voiced concern with the condition of the roads and asked that funds be spent on student tuition.

John Valdez, Escondido, expressed concern with immigration issues.

Mario Banuelos, Escondido, indicated a ballpark would increase sales tax and he was in favor of a ballpark in Escondido.

Catherine Rodman, San Diego Attorney, voiced concern about environmental impact compliance and asked Council not to approve the project.

Richard Guzzo, Escondido, stated a ballpark would bring the community together.

Art Devine, Escondido, expressed concern with the economy.

Bill Calhoun, San Diego, read positive comments regarding the ballpark from his website, www.ballparkforescondido.org.

Maria Bowman, Escondido, urged the Council to approve the ballpark.

Joyce Welk, Escondido, indicated that baseball can unite a community and encouraged Council to approve the project.

Unknown Speaker, voiced concern with the cost of a baseball park.

Iris (no last name), stated the Council should work on bringing the community together.

Lt. Cmdr. Alvord, indicated he put military baseball teams together and would like to have the Navy/Marine Corps game here in Escondido.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to authorize First Amendments to Consulting Agreements with Helix Environmental Planning, Incorporated and Linscott, Law and Greenspan respectively; authorize a Budget Adjustment in the amount of \$263,579 that will place additional funds into the Community Development Commission budget needed for continued consulting services pertaining to environmental, financial, legal, and redevelopment issues associated with the ballpark development and adopt Resolution No. CDC 2010-15 (Helix) and Resolution No. 2010-16 (Linscott/Greenspan). Motion carried unanimously.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to authorize acquisition of 480 North Spruce. Motion carried unanimously.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to move forward with the MOU. Ayes: Abed, Diaz, Morasco, and Waldron. Noes: Gallo. Absent: None. Motion carried.

BRIEFING (Staff)

None

ORAL COMMUNICATIONS

None

COUNCIL/COMMISSION/ MEMBERS COMMENTS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 11:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council
FROM: Mari Hill, Deputy Fire Marshal
SUBJECT: Adoption of the 2010 California Fire Code and Local Amendments

RECOMMENDATION:

It is requested that Council adopt Ordinance No. 2011-03, which modifies the City of Escondido Municipal Code to reflect the 2010 California Fire Code and proposed local amendments that increase consistency with the San Diego County Fire Code. It is also requested that Council set February 16, 2011, for the Public Hearing date to review and approve the findings for the local amendments and proposed adoption of Ordinance No. 2011-03.

FISCAL ANALYSIS:

No Impact.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

These items relate to the Council's Action Plan regarding Public Safety and the desire to create a disaster resistant community.

PREVIOUS ACTION:

Approximately every three years the City of Escondido adopts new state and local Fire Codes. The last Fire Code adoption was in January 2007.

BACKGROUND:

In January 2010 the California Building Standards Commission (CBSC) adopted the model codes from the International Code Council as the basis for the California Building Standards Code. As part of the adoption process various State agencies proposed amendments that were incorporated into the code. Once the CBSC adopts the codes with approved amendments they become effective as the State Codes. For this code cycle the effective date for local enforcement will be January 1, 2011. The International Code is the base document from which the California Fire Code is derived. Many of the local fire marshals worked together to develop a comprehensive but similar list of local amendments.

The attached ordinance modifies the City of Escondido Municipal Code (EMC) to reflect the proposed California Fire Code and proposed local amendments to the code. The new 2010 California Fire Code is based on the 2009 International Fire Code.

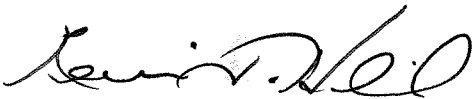
2010 California Fire Code

The adopting Ordinance No. 2011-03 modifies the City of Escondido Municipal Code to reflect the 2010 California Fire Code and proposed local amendments that increase consistency with the San Diego County Fire Code. The amendments to the 2010 CFC are minimal and noted below:

- California State guidelines become standards for photovoltaic solar system installation.
- California State code changes to the fire sprinkler requirements for one and two family dwellings.
- Adopts Chapter 49 of the CFC to replace the 2007 Wildland Urban Interface Code.

State of California Health and Safety Code Section 17958.7 allows local amendments to the California Codes when findings can be made for unique climatic, geological or topographical conditions. Those required findings are attached to Ordinance No. 2011-03.

Respectfully submitted,



Mari J. Hill
Deputy Fire Marshal



CALIFORNIA 2010 FIRE CODE

California Code of Regulations Title 24, Part 9

California Building Standards Commission
Based on the 2009 International Fire Code®

**DUE TO THE NUMBER OF PAGES OF EXHIBIT(S) A COMPLETE SET IS
AVAILABLE IN THE OFFICE OF THE CITY CLERK OR CITY ATTORNEY.
For Councilmembers, a set is available in the Council reading file.**



Effective Date: January 1, 2011
(For Errata and Supplements, see History Note Appendix)

ORDINANCE NO 2010-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE, PERTAINING TO THE ADOPTION AND AMENDMENT OF THE CALIFORNIA FIRE CODE, FOUND AT CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9

WHEREAS, the State of California Building Standards Commission ("CBSC") is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, the CBSC periodically adopts updated uniform codes for application throughout the state, which are applicable even if not adopted by Cities and Counties; and

WHEREAS, Health & Safety Code Section 17958 mandates that the City of Escondido shall adopt ordinances or regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to Health & Safety Code, Section 17922; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2010 California Fire Code, hereinafter referred to collectively as the Fire Code; and

WHEREAS, code amendments adopted by the State of California shall take precedence over the 2010 California Fire Code language. The 2010 California Fire Code language shall be used for those code sections not adopted by the State; and

WHEREAS, local amendments adopted by the City of Escondido shall take precedence over the 2010 California Fire Code; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when findings are made for unique climatic, geological or topographical conditions; and

WHEREAS, this Ordinance sets forth those local amendments to the CBSC's uniform codes; and the required findings are attached to this Ordinance as Attachment "A" and incorporated by this reference, accompanied by a matrix applying each finding to each amendment.

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

Division I

That Section 11-15 of the Escondido Municipal Code is amended to read as follows:

Section 11-15: California Fire Code Adopted; copies on file:

That a certain document, three (3) copies of which are on file in the office of the City Clerk for the City of Escondido, being marked and designated as the 2010 California Fire Code, including the Appendix to Chapter 4, Appendix B, BB, H & I as published by the International Code Council, and the National Fire Protection Association Standards 13, 13-R & 13-D, 2010 Editions, be and is hereby adopted as the Fire Code of the City of Escondido, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, and applies to all Fire & Life Safety recommendations regarding all ministerial and discretionary planning applications, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk of the City of Escondido are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Division 2 of this ordinance.

1. The City adopts the Fire Code Portion of the California Building Standards Code, found at California Code of Regulations, Title 24, Part 9, (known as the 2010 California Fire Code), which adopts by reference or amends a large portion of the 2009 International Fire Code, published by the International Code Council. The 2010 California Fire Code together with the City of Escondido amendments shall be the City's Fire Code for the purpose of prescribing regulations for the construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment use, height, area, and maintenance of buildings and structures.
2. Where there is an applicable California Fire Code section, it must prevail over similar 2009 International Fire Code language. Where there is a 2009 International Fire Code section which has not been adopted and made mandatory by the State of California, but for which the state allows cities to adopt such sections, such sections are adopted. In addition, the City adopts amendments to applicable California Fire Code and International Fire Code Sections, which are noted in this chapter. The City adopts these amendments, with appropriate findings as required by California Health and Safety Code Section 17958.7, and they shall take precedence over both the 2009 International Fire Code and 2010 California Fire Code provisions.

Division II

That Section 11-16 of the Escondido Municipal code is amended to read as follows:

Chapter 1 - Administration: is hereby added **(A)**, revised **(R)** or deleted **(D)** to the Building / Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 101.5 - Validity: The City Council of the City of Escondido hereby declares that should any Section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council of the City of Escondido that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

(A) Section 102.13 - Repeal of Conflicting Ordinances, Resolutions or Motions: All former ordinances, resolutions or motions, or parts thereof, conflicting or inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

(A) Section 104.12 - Cost Recovery

(A) Section 104.12.1 - Purpose: The purpose of this Section is to establish authority to obtain reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the City of Escondido to protect the public from fire or hazardous substances and situations.

(A) Section 104.12.2 - Reimbursement

(a) In accordance with the Health and Safety Code Section 13000 et seq., an individual who acts negligently or in violation of the law and thereby requires the jurisdiction to provide an emergency response to a danger posed by a fire or hazardous substance shall be liable for reimbursement to the agency for the costs incurred.

(b) In accordance with Government Code Sections 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage or any drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence proximately causes any incident and thereby requires the agency to provide an emergency response shall reimburse the agency for the cost incurred.

(A) Section 105.3.9 - Expense Recovery: The fire code official may impose a fee for recovery of expenses incurred to enforce the fire prevention provisions of this code.

(R) Section 105.6 - Required Operational Permits: The fire code official is authorized to issue operational permits for the operations set forth in Section 105.6.1 through 105.5.49

(A) Section 105.6.48 - Christmas Tree Lots: To operate a Christmas tree lot with or without flame proofing services.

(A) Section 105.6.49 - Greenwaste Recycling, Mulching, Composting Operations and Storage: Permit is required per Section 1901.2 of Chapter 19

(R) Section 108.1 - Appeals procedure for the City of Escondido: This Section establishes appeal procedures from a fire code official's order, decision or determination.

(A) Section 108.1.1 - Appeals: Appeals shall follow Section 11-19 of the Escondido Municipal Code

(R) Section 109.3 - Violation Penalties: Any person who shall violate any of the provisions of this code, or standards hereby adopted, or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who

shall build in violation of any detailed statement or specification or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the attorney for the City of Escondido or by a court of competent jurisdiction within the time fixed herein, shall severally for each and every violation and noncompliance respectively, be guilty of an infraction or misdemeanor, punishable by a fine not exceeding \$1000.00 dollars or by imprisonment in County Jail not exceeding six (6) months, or both. The imposition of one penalty of any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten day period that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(R) Section 111.4 - Failure to Comply: Any person, who shall continue any work having been served with a stop work order, except such work as that the person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$250.00 dollars or more than \$1,000.00 dollars.

Chapter 2 - Definitions: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 202 - General Definitions:

(A) Accessory Structure: A building or structure used to shelter or support any material, equipment, chattel, or occupancy other than a habitable building. (See Structure)

(A) All-Weather Paved Surface: is considered as paving, concrete, or as approved by the fire code official.

(A) Board of Appeals: Shall mean the Building Advisory & Appeals Board of the City of Escondido.

(A) Combustible Vegetation: Is material that in its natural state will readily ignite, burn and transmit fire from the vegetative growth to any structure, this includes ground fuels which are any native or landscape vegetation not considered a tree and generally in contact with the ground.

(A) Discretionary Project: A project, which requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

(A) Fire Authority Having Jurisdiction (FAHJ): The designated entity providing enforcement of fire regulations as they relate to planning, construction and development. This entity may also provide fire suppression and other emergency services.

(A) Fire Department: Is any regularly organized fire department, fire protection district, a legally formed volunteer fire department recorded with the County of San Diego, or Fire Company regularly charged with the responsibility of providing fire protection to the jurisdiction.

(A) "Fire District": When used, it shall also mean Water District providing fire protection.

(A) Fire Hazard: Is any thing that increases or could create an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which could obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.

(A) Fuel Modification Zone: Is a strip of land where combustible vegetation has been thinned, modified or both and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat; thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

(A) Hazardous Fire Area: Is any geographic area mapped by the State or local jurisdiction as a high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

(A) Heavy Timber Construction: As described in the California Building Code.

(A) Ignition-Resistant Material: Is any product which, when tested in accordance with ASTM E84 for a period of 30 minutes, shall have a flame spread of not over 25 and show no evidence of progressive combustion. In addition, the flame front shall not progress more than 10½ feet (3200 mm) beyond the centerline of the burner at any time during the test.

Materials shall pass the accelerated weathering test and be identified as Exterior type, in accordance with ASTM D 2898 and ASTM D 3201. All materials shall bear identification showing the fire performance rating thereof. That identification shall be issued by ICC--ES or a testing

facility recognized by the State Fire Marshal having a service for inspection of materials at the factory.

Fire-Retardant-Treated Wood or noncombustible materials as defined in Section 202 shall satisfy the intent of this Section.

The enforcing agency may use other definitions of ignition-resistant material that reflect wildfire exposure to building materials and/or their materials performance in resisting ignition.

(A) Mid-Rise Building: Is any building having four stories or more in height, while being 75 feet (22.860 m) or less in height and not defined as a high-rise by Section 202 of the California Building Code. Measurement will be from the underside of the roof or floor above the topmost space that can be occupied to the lowest fire apparatus access road level.

A Mid-Rise Building shall meet the requirements of a High-Rise Building except for the following: Secondary Water Supply Sec. 903.3.5.2, Stand-by Power System 604.2.15.

(A) Non-Combustible Roof Covering: One of the following must meet the Class "A" roof covering as noted above:

1. Cement shingles or sheets
2. Exposed concrete slab roof
3. Ferrous or copper shingles or sheets
4. Slate shingles
5. Clay or concrete roofing tile
6. Approved roof covering of non-combustible material

(A) Off-Site Roadway: A road, street, public highway, or private road used for fire apparatus access from a publicly maintained road to the boundary of the subject property.

(A) On-site Roadway: A road, street, public highway, private road or driveway used for fire apparatus access within the boundaries of the subject property or land division.

(A) Planning Authority Having Jurisdiction (PAHJ): The identified authority regulating and enforcing planning and/or construction standards.

(A) "Response Time": Is the elapsed time from the fire department's receipt of the first alarm to when the first fire unit arrives at the scene.

(A) Roof Coverings: Roofs shall comply with the Building Code and have a minimum Class A roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers.

Exception: On qualified historical buildings, wood roof covering may be repaired or reconstructed as allowed by the State Historical Building Code.

(A) Structure: That which is built or constructed; an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.

(A) Travel Time: The estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate, and reliable route with consideration given to safe operating speeds for heavy fire apparatus.

(A) Vegetation Conflagration: Is an uncontrolled fire spreading through vegetative fuels, and exposing and consuming structures in the advancing path of fire.

(D) Wildland-Urban Interface Code: Code regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as adopted by the local FAHJ.

Chapter 3 - General Precautions Against Fire: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 304.1.4 - Outdoor Carnivals and Fairs: Grounds consisting of a vacant field shall be free of combustible vegetation or mowed to the satisfaction of the FAHJ.

(Reference) Section 307.5 - Attendance: Open burning, bonfires, recreational fires, and the use of portable outdoor fireplaces shall be constantly attended by an adult until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

(D) Section 316.3 - Pitfalls of the California Fire Code: Is deleted.

(A) Section 318 – Storage of Firewood:

(A) Section 318.1 - General Storage of Firewood: Firewood shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When

required by the code official, storage of firewood material stored in the defensible space shall be located a minimum of 30 feet from structures and separated from the crown of trees by a minimum of 15 feet (4 572 mm), measured horizontally. Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard.

(A) Section 319 - Mid-Rise Buildings:

(A) Section 319.1 - General: All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete renovation that requires the complete vacancy of the building to complete the renovation shall comply with this Section.

Exceptions:

1. Buildings use exclusively as an open parking garage.
2. Buildings where all floors above the fourth floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with non-continuous human occupancy.

(A) Section 319.1.1 - Automatic Fire Sprinkler Systems and Standpipes: Mid-rise buildings shall be protected throughout by an automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2 ½ inch hose valves located in each stair enclosure on every floor level. Two hose outlets shall be located on the roof outside of each stair enclosure which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the latest edition of NFPA 14.
3. Fire department standpipe connections and valves serving the floor shall be within the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.
4. Buildings 3 stories or more shall meet the requirements of a mid-rise building with regard to sprinkler systems and class 1 standpipes. Design criteria shall meet NFPA 13 and NFPA 14 standards. Any variation to the standpipe design will need the approval of the fire code official.

(A) Section 319.1.2 - Smoke Detection: Smoke detectors shall be provided in accordance with this Section. Smoke detectors shall be connected to an automatic fire alarm system installed in accordance with the latest edition of NFPA 72. The actuation of any device required by this Section shall operate the emergency voice alarm signaling system and shall place into operation all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork. Smoke detectors shall be located as follows:

1. In every mechanical equipment, electrical, transformer, telephone equipment, unmanned computer equipment, elevator machinery or similar room and in all elevator lobbies. Elevator lobby detectors shall be connected to an alarm verification zone or be listed as a releasing device.
2. In the main return air and exhaust air plenum of each air conditioning system. Such device shall be located in a serviceable area downstream of the last duct inlet.
3. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air conditioning system. In Group R, Division 1 and 2 occupancies, an approved smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cubic feet per minute and not serving more than 10 air inlet openings.
4. For Group R, Division 1 and 2 occupancies, in all corridors serving as a means of egress for an occupant load of 10 or more.

(A) Section 319.1.3 - Fire Alarm System: An approved and listed, automatic and manual, fully addressable and electronically-supervised fire alarm system shall be provided in conformance with this code and the California Building Code.

(A) Section 319.1.3.1 - Emergency Voice Alarm Signaling System: The operation of any automatic fire detector or water flow device shall automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms

8. Areas designated as safe refuge within the building

(A) Section 319.1.4 - Central Control Station: A central control station room for fire and life safety department operations shall be provided. The location and accessibility of the central control station room shall be approved by the fire department. The room shall be separated from the remainder of the building by not less than a one-hour, fire-resistive occupancy separation. The room shall be a minimum of 96 square feet with a minimum dimension of 8 feet. It shall contain the following as a minimum:

1. Voice alarm and public address panels
2. Fire department communications panel
3. Fire alarm enunciator panel
4. Elevator enunciator panel (when building exceeds 55 feet in height)
5. Status indicators and controls for air-handling systems (stairwell pressurization)
6. Controls for unlocking stairwell doors
7. Fire pump status indicators (if required)
8. Complete building plans set
9. Elevator control switches for switching of emergency power
10. Work table

(A) Section 319.1.5 - Annunciation Identification: Control panels in the central control station shall be permanently identified as to their function. Water flow, automatic fire detection and manually-activated fire alarms, supervisory and trouble signals shall be monitored by an approved UL-listed central monitoring station and annunciated in the central control station by means of an audible and visual indicator. For the purposes of annunciation, zoning shall be in accordance with the following:

1. When the system serves more than one building, each building shall be considered a separate zone.
2. Each floor in a building shall be considered a separate zone.
3. When one or more risers serve the same floor, each riser shall be considered a separate zone.

(A) Section 319.1.6 - Elevators: Elevators and elevator lobbies shall comply with Chapter 30 of the California Building Code. At least one elevator cab shall be assigned for fire department use, which shall serve all floors of the building. This cab shall be provided with dimensions adequate to accommodate an

ambulance-type stretcher in accordance with Section 3002.4 of the California Building Code.

(A) Section 319.1.7 - Fire Department Communication System: An approved two-way fire department communication system designed and installed in accordance with the latest edition of NFPA 72 shall be provided for fire department use per Section 907.2.12.3.

(A) Section 319.1.8 - Means of Egress: In addition to the requirements of Chapter 10, egress components of mid-rise buildings shall comply with Sections 319.1.8.1 through 319.1.8.5.

(A) Section 319.1.8.1 - Extent of Enclosure: Stairway enclosures shall be continuous and shall fully enclose all portions of the stairway. Exit enclosure shall exit directly to the exterior of the building or include an exit passageway on the ground floor leading to the exterior of the building. Each exit enclosure shall extend completely through the roof and be provided with a door that leads onto the roof.

(A) Section 319.1.8.2 - Pressurized Enclosures and Stairways: All required stairways and enclosures in a mid-rise building shall be pressurized as specified in Section 909. Pressurized stairways shall be designed to exhaust smoke manually when needed.

(A) Section 319.1.8.3 - Vestibules: Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with Section 909.

(A) Section 319.1.8.4 - Pressure Differences: The minimum pressure difference within a vestibule shall be in accordance with Section 909.

(A) Section 319.1.8.5 - Locking of Stairway Doors: All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire control room. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically retract to the unlocked position.

A telephone or other two-way communication system connected to an approved emergency service which

operates continuously shall be provided at not less than every third floor in each required exit stairway vestibule.

Approved signage shall be provided in each stairwell vestibule stating doors are locked, on each floor in which entry may be made and on each floor in which a telephone is located. Hardware for locking stairway vestibule doors shall be State Fire Marshal listed and approved by the fire code official by permit before installation. Stairway doors located between the vestibules and the stairway shaft shall not be locked.

Chapter 4 - Emergency Planning and Preparedness: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 405.2 - Fire and Evacuation Drill Frequency and Participation:
Footnote 'a' to Table 405.2:

a.) The frequency in all school levels shall be allowed to be modified in accordance with Section 408.3.2. Secondary level schools need only conduct evacuation drills twice each school year.

Chapter 5 - Fire Service Features: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 501.3.1 - Fire Apparatus Access Modifications: Plans for the modification of fire apparatus access roads shall be submitted to the fire department for review and approval prior to construction or modification of any fire apparatus road.

(R) Section 502 - Definitions:

(A) Dead-End Road: A road that has only one point of vehicular ingress/egress including cul-de-sacs and looped roads.

(R) Fire Apparatus Access Road: A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes but is not limited to a fire lane, public street, private street, driveway, and parking lot lane and access roadway.

(R) Section 503.1 - General: Fire apparatus access roads, including private residential driveways, shall be required for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from the closest point of fire department vehicle access. Fire apparatus access roads, including private residential driveways more than 150 feet in length, shall be provided and maintained in accordance with the provisions of this

Section and the most recent Edition, and any amendments thereto, of public and private road standards as adopted by the City of Escondido design standards and standard drawings. When determined by the fire code official, more or less stringent requirements may be required than those provisions set forth in this Section or those stipulated in County standards in order to provide equivalent access.

(R) Section 503.1.1 - Buildings and Facilities: Approved fire apparatus access roads shall be provided for every facility, building or portion of building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this Section and shall extend within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet where:

- (D) 1.** The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- 2.** Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 3.** There are no more than two Group R-3 or Group U occupancies.

See Section 1410.1 for required access during the construction, alteration or demolition of a building.

(R) Section 503.1.2 - Additional Access / Secondary Access: The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

(A) Section 503.1.2.1 - Dead-End Roads: The maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road shall not exceed the following cumulative lengths, regardless of the number of parcels served:

Zoning for Parcels Served by Dead-End Road(s)	Cumulative Length of Dead-End Road(s)
Parcels zoned for less than 1 acre	800 feet
Parcels zoned for 1 acre to 4.99 acres	1,320 feet
Parcels zoned for 5 acres to 19.99 acres	2,640 feet
Parcels zoned for 20 acres or larger	5,280 feet

These requirements may be modified when in the opinion of the Chief the condition warrants.

All lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its farthest point. Where a dead-end road crosses areas of differing zoned parcel sizes, requiring different length limits, the shortest allowable length shall apply. Where parcels are zoned 5 acres or larger, turnarounds shall be provided at a maximum of 1320 foot intervals. Each dead-end road shall have an approved turnaround constructed at its terminus.

The fire code official may allow a dead-end road to exceed the maximum allowable length pursuant to Section 104.8, provided the fire code official makes expressed findings in writing.

Additional access must be remote from the primary access, and must meet all provisions of this Section.

(A) Section 503.1.4 - High-Piled Storage: Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 23.

(R) Section 503.2 - Specifications: Fire apparatus access roads shall be installed and arranged in compliance with Sections 503.2.1 through 503.2.7.

(R) Section 503.2.1 - Dimensions: Fire apparatus access roads shall have an unobstructed improved width of not less than 24 feet, except for single-family residential driveways. Fire access roads serving no more than two single-family dwellings, shall have a minimum of 20 feet of unobstructed improved width. Any of the following, which have separated lanes of one-way traffic: gated entrances with card readers, guard stations or center medians, are allowed, provided that each lane is not less than 14 feet wide.

All fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches. Vertical clearances or road widths shall be increased when, in the opinion of the fire code official, vertical clearances or road widths are not adequate to provide fire apparatus access.

EXCEPTION: Upon approval by the Fire code official, vertical clearances or width may be reduced, provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance.

(A) Section 503.2.1.1 - Road Phasing Policy For Single Family Dwellings on Existing Legal Parcels: The fire access roadway requirement for widening existing improved fire apparatus roadway shall be per TABLE 503.2.1.1A "Phasing Policy - Fire Apparatus Access" and will extend from the property out to the nearest public road.

TABLE 503.2.1.1A - PHASING POLICY: Fire Apparatus Access – Single Family Dwellings

Number of Parcels	Unobstructed Road Width	Roadways Over 600ft Long	Extend to Nearest Public Road
1	16-foot, paved	Turnouts every 400-feet	Yes
2	20-foot, paved	Turn-outs every 400-feet	Yes
3-8	24-foot, paved	Turn-outs every 400-feet	Yes
9 or more	24-foot, paved	Not required	Yes

Auxiliary structures (non-habitable) and residential additions/remodels less than 500 square feet: The access roadway will not be required to be improved if the access roadway has already been improved to a minimum width of 20 feet. If the roadway is not 20 feet, then the roadway shall be widened per TABLE 503.2.1.1A – PHASING POLICY – “Fire Apparatus Access”, but not greater than 20 feet. The preceding addition/remodel exception is limited to one permit (addition or remodel) per three-year period from the date of the last permit approval.

(R) Section 503.2.2 - Authority to Increase Minimums: The fire code official shall have the authority to require an increase in the minimum access road widths where the fire code official determines the minimum is inadequate for fire or rescue operations.

(R) Section 503.2.3 - Surface: Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. (unless authorized by the FAHJ) and shall be provided with an approved paved surface so as to provide all-weather driving capabilities, (A/C) or better.

(R) Section 503.2.4 - Turning Radius: The turning radius of a fire apparatus access road shall be a minimum of 28 feet as measured to the inside edge of the improvement width or as approved by the fire code official.

(R) Section 503.2.5 - Dead Ends: All dead-end fire access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of emergency apparatus. When deemed necessary, the fire code official may require turn outs on access roads greater than 150 feet. Unless otherwise approved by the fire code official, a cul-de-sac shall be provided in residential areas where the access roadway serves more than (2) structures. The minimum unobstructed paved radius width for a cul-de-sac shall be 36 feet in residential areas with no parking.

(Reference) Section 503.2.6 - Bridges and Elevated Surfaces: Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

(A) Section 503.2.6.1 - Bridges With One Traffic Lane: When allowed by the fire code official, private bridges providing access to not more than two residential dwellings may be allowed with one 12 foot wide travel lane; However, it shall provide for unobstructed visibility from one end to the other and turnouts shall be provided at both ends.

(R) Section 503.2.7 - Grade: The gradient for a fire apparatus access roadway shall not exceed 20.0%. Grades exceeding 15.0% (incline or decline) shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland Cement Concrete (PCC), with a deep broom finish perpendicular to the direction of travel, or equivalent, to enhance traction. The fire code official may require additional mitigation measures where he deems appropriate. The angle of departure and angle of approach of a fire access roadway shall not exceed 7 degrees (12 percent) or as approved by the fire code official. Pavers and "grasscrete" are not allowed unless approved by the fire code official.

(A) Sec. 503.2.9 - Roadway Turnouts: Shall be a minimum of 10 feet wide and 30 feet long with a minimum 25 foot taper on each end.

(R) Section 503.3 - Marking: When required by the fire code official, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both. Signs or notices shall be maintained in a clean and legible condition at all times and must be replaced or repaired when necessary to provide adequate visibility. The fire code official may require the posting of a fire access roadway where parking has obstructed or could obstruct the required width.

All new public roads, all private roads within major subdivisions, and all private road easements serving two or more parcels shall be named.

(A) Section 503.3.1 - Fire Lane Designation: The fire code official may designate existing roadways as fire access roadways consistent with California Vehicle Code Section 22500.1, where he/she determines that such designation is necessary to ensure adequate fire access.

(Reference) Section 503.4 - Obstruction of Fire Apparatus Access Roads: Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum road widths and clearances established in Section 503.2.1 shall be maintained at all times.

(A) Section 503.4.1 - Roadway Design Features: Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

(Reference) Section 503.5 - Required Gates or Barricades: The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails, or other access-ways, not including public streets, alleys, or highways. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

(R) Section 503.5.1 - Secured Gates and Barricades: When required, gates and barricades shall be secured as approved by the fire code official. Roads, trails, and other access-ways that have been closed and obstructed in the manner prescribed by section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

(Reference) Section 503.5.2 - Fences and Gates: School grounds may be fenced and gates therein may be equipped with locks, provided that safe dispersal areas based on 3 square feet (0.28 m²) per occupant are located between the school and the fence. Such required safe dispersal areas shall not be located less than 50 feet (15,240 mm) from school buildings.

Every public and private school shall conform with Section 32020 of the Education Code, which states:

The governing board of every public school district, and the governing authority of every private school, which maintains any building used for the instruction or housing of pupils on land entirely enclosed (except for building walls) by fences or walls, shall, through cooperation with the local law enforcement and fire-protection agencies having jurisdiction of the area, make provision for the erection of gates in such fences or walls. The gates shall be of sufficient size to permit the entrance

of the ambulances, police equipment and fire-fighting apparatus used by the law enforcement and fire-protection agencies. There shall be no less than one such access gate and there shall be as many such access gates as needed to assure access to all major buildings and ground areas. If such gates are to be equipped with locks, the locking devices shall be designed to permit ready entrance by the use of the chain or bolt cutting devices with which the local law enforcement and fire-protection agencies may be equipped.

(A) Section 503.6.1 - Security Gates: No person shall install a security gate or security device across a fire access roadway without the fire code official's approval. All gates providing access from a road to a driveway shall be located a minimum of 30 feet from the nearest edge of the roadway and the driveway width shall be 30 feet wide at the entrance on roadways of 24 feet or less of the traffic lane(s) serving the gate. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate. A gate accessing more than four residences or residential lots or a gate accessing hazardous institutional, educational, or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus with a battery backup or manual mechanical disconnect in case of power failure. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this chapter is required to install an approved emergency key operated switch or other mechanism approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply. Where this section requires an approved key operated switch, it may be dual keyed or equipped with dual switches provided to facilitate access by law enforcement personnel. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

(R) Section 505.1 - Address Numbers: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings, 6" high with a 1/2" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The Fire code official may establish different minimum sizes for numbers for various categories of projects.

(Reference) Section 505.2 - Street or Road Signs: Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.

(A) Section 505.3 - Easement Address Signs: All easements which are not named differently from the roadway, from which they originate, shall have an address sign installed and maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be four inches in height with a minimum stroke of 3/8", and shall contrast with the background.

(A) Section 505.4 - Map/Directory: A lighted directory map, meeting current fire department standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

(A) Section 505.5 - Response Map Updates: Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the FAHJ) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps.

(R) Section 506.1 - Key Boxes: When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for life saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an accessible location. The key box shall be a type approved by the fire code official and shall contain keys to gain necessary access as required by the fire code official.

(A) Section 506.1.2 - Emergency Key Access: All central station-monitored fire detection systems and fire sprinkler systems shall have an approved emergency key access box on site in an approved location. The owner or occupant shall provide and maintain current keys for the structure(s) for fire department placement in the box and shall notify the fire department in writing when the building is re-keyed. In addition, a key access box shall be located outside the elevator control room and shall contain keys to the elevator control room and firefighter control panel.

(R) Section 507.2 - Type of Water Supply: Water supply may consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems, as approved by the fire code official, capable of providing the required fire flow in a reliable manner. In setting the requirements for fire flow, the fire code official may be guided by Section 507.3 and by Appendix B of this Code, or by the standard published by the Insurance Services Office, "Guide for Determination of Required Fire Flow".

(R) Section 507.2.1 - Private Fire Service Mains: Private fire service mains and appurtenances shall be installed in accordance with NFPA 24.

(R) Section 507.2.2 - Water Tanks: Water tanks for private fire protection, when permitted by the fire code official, shall comply with Table 507.2.2.

TABLE NO. 507.2.2 - WATER STORAGE TANKS

Building Square Feet	Gallons Per Minute Water Flow	Capacity Gallons	Duration Minutes
Up to 1,500	250	5,000	20
Over 1,500	250	10,000	40

When exposure distance is one hundred feet (100') or less from adjacent property, or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.

1. Tank bottom elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.
2. Supply outlet shall be at least 4 inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall be provided with an approved means of controlling water flow. The fire department connection shall be at least one 4-inch National Standard Thread (male), reduce to one 2 ½ inch National Standard Thread (Male). Additional outlets may be required.
3. Location of fire department outlet to be determined on the plot plan when submitted to the fire department. Consideration will be given to topography, elevations, and distance from structures, driveway access, prevailing winds, etc.
4. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.
5. All exposed tank supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.
6. Water storage tanks shall be constructed from materials approved by the fire code official and installed per manufacturer recommendations.
7. The fire code official may require any necessary information be submitted on a plot plan for approval.

8. Vessels previously used for products other than water shall not be permitted.
9. The bottom of the water storage tank shall be level with or above the building pad.
10. Maintenance and inspection of water storage tanks shall be done by the property owner to ensure that the vessel and valves are in proper working order at all times.

(R) Section 507.3 - Fire Flow Requirements: Fire flows shall be based on Appendix B or the standard published by the Insurance Services Office, "Guide for Determination of Required Fire Flow". Consideration should be given to increasing the gallons per minute to protect structures of extremely large square footage and for such reasons as: poor access roads; grade and canyon rims; hazardous brush; and response times greater than five minutes by a recognized fire department or fire suppression company.

In hazardous fire areas as defined in the 2010 California Fire Code as amended, the main capacity for new subdivisions shall not be less than 2,500 gallons per minute, unless otherwise approved by the fire code official.

If fire flow increases are not feasible, the fire code official may require alternative design standards such as: alternative types of construction providing a higher level of fire resistance; fuelbreak requirements which could include required irrigation; modified access road requirements; specified setback distances for building sites addressing canyon rim developments and hazardous brush areas; and other requirements authorized by this Code and as specified by the fire code official.

(R) Section 507.5.1 - Required Installations: The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected, or both, as required and approved by the fire code official. Fire hydrants shall be accessible to the fire department apparatus by roads meeting the requirements of Section 503. For fire safety during the construction, alteration or demolition of a building, see Section 1412.1.

(R) Section 507.5.1.1 - Locations of Fire Hydrants: Fire hydrants shall be installed as required by the fire code official, using the following criteria and taking into consideration departmental operational needs. Hydrants shall be located at intersections, at the beginning radius of cul-de-sacs and at intervals identified in the following tables and criteria. Hydrants located across heavily traveled roadways shall be not considered as serving the subject property.

(R) Section 507.5.1.1.1 - Requirements for Single-Family Dwellings: In projects zoned for single-family dwellings, fire hydrants shall be installed every 500 feet in accordance with City of Escondido design standards and standard drawings.

(R) Section 507.5.1.1.2 - Requirements for Multi-Family Dwellings: In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways.

EXCEPTION: When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the fire code official, adjusted spacing of fire hydrants from those set forth above may be considered.

(R) Section 507.5.1.1.3 - Type of Fire Hydrant: All fire hydrants shall be of bronze construction, including all internal parts except seats. Alternate materials may be used if approved by the fire code official and the local water district having jurisdiction. The stems shall be designed and installed in a manner that will ensure that they will not be projected outward from the main body by internal water pressure due to disassembly. The number and size of fire hydrant outlets shall be as follows:

1. One 4 inch and one 2 ½ inch NST outlet. (4", 2 ½")
2. Two 4 inch and one 2 ½ inch NST outlets. (4", 4", 2 ½")

In some instances the fire code official may require the fire hydrant(s) to have any other combination of 4 inch and 2 ½ inch outlets.

(R) Section 507.5.1.2 - Waterline Extensions: The fire code official may require a waterline extension for the purpose of installing a fire hydrant if the water main is 1,500 feet or less from the property line.

Chapter 6 - Building Services and Systems: is hereby added **(A)**, revised **(R)**, or deleted **(D)**, to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 603.6.6 - Spark Arresters: All structures having a chimney, flue or stovepipe attached to a fireplace, stove, barbecue or other solid or liquid fuel burning equipment or device shall have the chimney, flue or stovepipe equipped with an approved spark arrester. An approved spark arrester is a device intended to prevent sparks from escaping into the atmosphere, constructed of welded or woven wire mesh, 12 gauge thickness or larger, with openings no greater than ½ inch or other alternative material the FAHJ determines provides equal or better protection.

(R) Section 603.8.1 - Residential Incinerators: shall be prohibited.

(A) Section 605.11 - Solar Photovoltaic Power Systems: Solar photovoltaic power systems shall be installed in accordance with this code, the County Building Code, and the County Electrical Code.

Exception: Detached Group U non-habitable structures such as parking shade structures, carports, solar trellises and similar type structures are not subject to the requirements of this code.

(A) Section 605.11.1 - Marking: Marking is required on all interior and exterior conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes and disconnects.

(A) Section 605.11.1.1 - Materials: The materials used for marking shall be reflective, weather resistant, and suitable for the environment. Marking as required in Sections 605.11.1.2 through 605.11.1.4 shall have all letters capitalized with a minimum height of 3/8 inch white on red background.

(A) Section 605.11.1.2 - Marking Content: The marking shall contain the words: "WARNING: PHOTOVOLTAIC POWER SOURCE".

(A) Section 605.11.1.3 - Main Service Disconnect: The marking shall be placed adjacent the main service disconnect in a location clearly visible from the location where the disconnect is operated.

(A) Section 605.11.1.4 - Location of Marking: Marking shall be placed on all interior and exterior DC conduit, raceways, enclosures and cable assemblies every 10 feet, within 1 foot of all turns or bends, and within 1 foot above and below all penetrations of roof/ceiling assemblies and all walls and barriers.

(A) Section 605.11.2 - Locations of DC Conductors: Conduit, wiring systems, and raceways for photovoltaic circuits shall be located as close as possible to the ridge, hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities. Conduit runs between sub arrays and to DC combiner boxes shall be installed in a manner that minimizes the total amount of conduit on the roof by taking the shortest path from array to the DC combiner box. The DC combiner boxes shall be located such that conduit runs are minimized in the pathways between arrays. DC wiring shall be installed in metallic conduit or raceways when located within enclosed spaces within a building. Conduit shall run along the bottom of load bearing members.

(A) Section 605.11.3 - Access and Pathways: Roof access, pathways and spacing requirements shall be provided in order to ensure access to the roof, provide pathways to specific areas of the roof, provide for smoke ventilation operations, and to provide emergency egress from the roof.

Exceptions:

1. Requirements to ridge, hips, and valleys do not apply to roof slopes of two units vertical in twelve units horizontal (2:12) or less.
2. Residential structures shall be designed so that each array is no greater than 150 feet by 150 feet in either axis.

The fire code official may allow modules to be located up to the ridge when an alternative ventilation method acceptable to the fire code official has been provided or where the fire code official has determined vertical ventilation techniques will not be employed.

(A) Section 605.11.3.1 - Roof Access Points: Roof access points shall be defined as an area that does not place ground ladders over openings such as windows or doors, and are located at strong points of building construction in locations where the access point does not conflict with overhead obstructions such as tree limbs, wires, or signs.

(A) Section 605.11.3.2 - Residential Systems for One and Two Family Residential Dwellings: Access shall be provided in accordance with Sections 605.11.3.2.1 through 605.11.3.2.4

(A) Section 605.11.3.2.1 - Residential Buildings with Hip Roof Layouts: Modules shall be located in a manner that provides a 3 foot wide clear access pathway from the eave to the ridge on each roof slope where modules are located. The access pathway shall be located at a structurally strong location on the building capable of supporting the live load of fire fighters accessing the roof.

(A) Section 605.11.3.2.2 - Residential Buildings with a Single Ridge: Modules shall be located in a manner that provides two 3 foot wide access pathways from the eave to the ridge on each roof slope where the modules are located.

(A) Section 605.11.3.2.3 - Hips and Valleys: Modules shall be located no closer than 18 inches to a hip or a valley if modules are to be placed on both sides of a hip or valley. If

the modules are to be located on only one side of a hip or valley that is of equal length, then the modules shall be permitted to be placed directly adjacent to the hip or valley.

(A) Section 605.11.3.2.4 - Smoke Ventilation: Modules shall be located no higher than 3 feet below the ridge in order to allow for fire department smoke ventilation operations.

(A) Section 605.11.3.3 - All Other Occupancies: Access shall be provided in accordance with Sections 605.11.3.3.1 through 605.11.3.3.3

Exception: Where it is determined by the fire code official that the roof configuration is similar to a one and two family dwelling, the fire code official may approve the residential access and ventilation requirements provided in Sections 605.11.3.2.1 through 605.11.3.2.4.

(A) Section 605.11.3.3.1 - Access: There shall be a minimum 6 foot wide clear perimeter around the edges of the roof.

Exception: If either axis of the building is 250 feet or less, there shall be a minimum 4 foot wide clear perimeter around the edges of the roof.

(A) Section 605.11.3.3.2 - Pathways: The solar photovoltaic installation shall be designed to provide designated pathways. The pathways shall meet the following requirements:

1. Pathways shall be over areas capable of supporting the live load of the firefighters accessing the roof.
2. Center line axis pathways shall be provided in both axis of the roof. Center line axis pathways shall run where the roof structure is capable of supporting the live load of firefighters accessing the roof.
3. Pathways shall be a straight line not less than 4 feet clear to skylight and/or ventilation hatches.
4. Pathways shall be a straight line not less than 4 feet clear to roof standpipes.
5. Pathways shall provide not less than 4 feet clear around the roof access hatch, with at least one not less than 4 feet clear pathway to a parapet or roof edge.

(A) Section 605.11.3.3.3 - Smoke Ventilation: The solar photovoltaic installation shall be designed to meet the following requirements:

1. Arrays shall be no greater than 150 feet in distance in either axis in order to create opportunities for smoke ventilation operations.
2. Smoke ventilation options between array Sections shall be one of the following:
 - i. A pathway 8 feet or greater in width.
 - ii. A 4 foot or greater in width pathway and bordering roof skylights or smoke and heat vents.
 - iii. A 4 foot or greater in width pathway and bordering 4 foot by 8 foot venting cutouts every 20 feet on alternating sides of the pathway.

The fire code official may require additional means of ventilating a building including the installation of a manually operated ventilation system.

(A) Section 605.11.4 - Ground Mounted Photovoltaic Arrays: Ground mounted photovoltaic array installations shall meet the requirements of Sections 605.11.4.1 through 605.11.4.4

(A) Section 605.11.4.1 - Fire Apparatus Access Roads: Fire apparatus access roads to ground mounted photovoltaic arrays, associated equipment structures, and operations/maintenance buildings shall be per Section 503.

Exception: Private residential systems where the energy generated is primarily for on site use.

(A) Section 605.11.4.1.1 - Perimeter Fire Apparatus Access Roadway: Ground mounted photovoltaic arrays 10 acres and larger in size shall be provided with a fire apparatus access roadway around the perimeter of the project. The perimeter fire apparatus access roadway shall be installed per Section 503.

(A) Section 605.11.4.2 - Fuel Modification: Combustible vegetation within the array and to a distance of 30 feet from the array and associated equipment shall be reduced to a height of no more than 6 inches.

Exception: Private residential systems where the energy generated is primarily for on site use, the required fuel modification zone may be reduced to 10 feet.

Operation/maintenance buildings shall be provided with a fuel modification zone per Section 4907.2.

(A) Section 605.11.4.3 - Water Supply: Water supply for fire protection and suppression shall be provided for equipment, structures, and operations/maintenance buildings per Section 507.

Exception: Equipment shelters used solely for the equipment associated with the array when the exterior walls and roof assemblies are constructed with non-combustible materials.

(A) Section 605.11.4.4 - Identification: Ground mounted photovoltaic arrays with multiple equipment structures shall be provided with means of readily identifying each equipment structure. The fire code official may require a lighted directory map of the project to be installed on site near the entrance to the facility for projects 10 or more acres in size.

Chapter 9 - Fire Sprinklers Systems: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 903.1.2 - Life Safety Sprinkler Systems: Life safety sprinkler systems shall meet National Fire Protection Association Standards 13, 13-D or 13-R, and City of Escondido installation policies as appropriate.

(R) Section 903.2 - Where required: Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Section 903.2.1 through 903.2.12 and may be required in additions and remodels of existing structures as described in Section 903.2.1.1 and 903.2.1.12. For the purpose of fire sprinkler systems, buildings separated by less than 10 feet from adjacent buildings shall be considered as one building. Fire barriers, partitions and walls, regardless of rating, shall not be considered as creating separate buildings for purposes of determining fire sprinkler requirements. Mezzanines shall be included in the total square footage calculation.

(A) Section 903.2.8 - Group R: An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

(A) Section 903.2.8.1 - Additions: An automatic sprinkler system installed in accordance with Section 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or when the altered buildings will exceed a fire flow of 1,500 gallons per minute as calculated per section

507.3. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush, and response times greater than 5 minutes by fire departments.

(A) Section 903.2.8.2 - Remodels or Reconstructions: An automatic sprinkler system installed in accordance with Section 903.3 may be required if the scope of work includes significant modification to the interior or roof of the building, and the cost of installation of an automatic sprinkler system does not exceed 15% of the construction costs of the remodel or require vacancy of the building.

(A) Section 903.2.19 - Commercial and Group U: An automatic sprinkler system installed in accordance with section 903.3 shall be required in buildings and structures where the required fire flow exceeds 1,500 gallons per minute as calculated per section 507.3. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush and response times greater than 5 minutes by a fire department.

Exception: Agricultural buildings constructed of wood or metal frames, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

(R) Section 903.4 Sprinkler System Monitoring and Alarms: All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressure and water-flow switches on all sprinkler systems shall be electronically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinkler systems with less than 100 fire sprinklers protecting one and two family dwellings.
2. Limited area systems serving fewer than 20 sprinklers.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves are sealed or locked in the open position.

5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

(R) Section 907.2.11.4 - Power source: In new construction and in newly classified Group R-3.1 occupancies, required smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke alarms may be solely battery operated when installed in existing buildings; or in buildings without commercial power; or in buildings, which undergo alterations, repairs or additions regulated by Section 907.2.11.5.

(A) Section 907.2.11.5 - Additions, Alterations or Repairs to Group R Occupancies: When the valuation of an addition, alteration or repair to a Group R occupancy exceeds \$1,000.00 dollars and a permit is required, or when one or more sleeping rooms are added or created in existing Group R occupancies, smoke alarms shall be installed in accordance with Section 907.2.11.

Chapter 14 - Fire Safety During Construction and Demolition: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 1410.1.1 - Construction Standards: Emergency access roads shall be constructed as nearly as practical to the standards of fire apparatus access roads. However, those requirements may be modified, provided, in the opinion of the fire code official, fire-fighting or rescue operations would not be unduly impaired.

(A) Section 1418 - Fuel Modification Zone during Construction:

(A) Section 1418.1 - Fuel Modification Zone during Construction: Any person doing construction of any kind which requires a permit under this code or the California Building Code shall install a fuel modification zone prior to allowing any combustible material to arrive on the site and shall maintain the zone during the duration of the project.

Chapter 19 - Lumber Yards and Woodworking Facilities: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 1908 - Storage and Processing of Wood Chips, Hogged Materials, Fines, Compost and Raw Product in Association with Yard Waste and Recycling Facilities:

(R) 1908.1 - General: The storage and processing (mulching, composting) of wood chips, hogged materials, fines, compost and raw product produced from yard waste, debris and recycling facilities shall be in accordance with Section 1908.

(A) Section. 1908.1.1 - Definitions: For the purpose of Section 1908, certain words and phrases are defined and certain provisions shall be construed as set forth herein, unless it is apparent from the context that a different meaning is intended.

(A) Aerated Static Pile: means a composting process that uses an air distribution system to either blow or draw air through the pile. Little or no pile agitation or turning is performed.

(A) Chipping and Grinding: means an activity that mechanically reduces the size of organic matter.

(A) Composting Operations: means an operation that is conducted for the purpose of producing compost. Shall be by means of one or a combination of the following processes used to produce a compost product: static pile, windrow pile, or aerated static pile.

(A) Greenwaste: includes but is not limited to such organic material as yard trimmings, plant waste, manure, untreated wood wastes, paper products, and natural fiber products.

(A) Hogged Materials: means mill waste consisting mainly of hogged bark but may include a mixture of bark, chips, dust, or other by-product from trees and vegetation.

(A) Mulching: is the process by which mixed greenwaste is mechanically reduced in size for the purpose of making compost.

(A) Static Pile: means a composting process that is similar to the aerated static pile except that the air source may or may not be controlled.

(A) Windrow Composting Process: means the process in which compostable material is placed in elongated piles. The

piles or windrows are aerated and/or mechanically turned on a periodic basis.

(A) Wood Chips: means chips of various species produced or used in chipping and grinding operations.

(A) Section 1908.1.2 - Permit Required: A permit shall be obtained from the fire department prior to engaging in the operation and storing of processed wood chips, hogged material, fines, compost and raw product in association with yard waste and similar materials in recycling facilities. (See Division II Chapter 1 Section 105.6.49.1) The permit shall be renewed on an annual basis, or shall be limited to such period of time as designated by the fire code official. Permits shall not be transferable and any change in use, location, occupancy, operation or ownership shall require a new permit.

(A) Section 1908.1.3 - Security Bond/Financial Commitment for Cost Recovery: A security bond or other approved form of financial commitment may be required by the fire code official to be posted, in an amount determined by the fire code official, of not less than \$25,000.00 dollars, nor more than \$100,000.00 dollars, depending on the size of operation. The security bond or financial commitment shall reimburse the fire department for expenses incurred in any emergency response and/or enforcement action by the fire department to protect the public from fire or hazardous substances related to the operation. The security bond/financial commitment shall be returned to the operator in a timely fashion upon satisfactory closure of the operation as determined by the fire code official.

(A) Section 1908.1.4 - Notification of Fire: All fires shall be reported to the fire department immediately upon discovery.

(A) Section 1908.1.5 - Equipment Operator Emergency Callback: The operator shall implement and maintain a plan for rapid equipment operator response to the site. The maximum response time to the site shall be within one hour of a fire department notification. The following equipment shall be on site and staffed with skilled operators: bulldozer, loaders and heavy duty equipment necessary to mitigate a fire. Notification procedure shall be maintained operational 24 hours a day, seven days a week. Notification may be by pager activation or telephone answering service or other approved means.

(A) Section 1908.1.6 - Incoming Waste Diversion Plan: The operator shall develop a diversion plan for incoming greenwaste for implementation in the event of equipment failure or other inability to process and distribute greenwaste. The plan shall prevent stockpiling of waste on the site and unauthorized depositing of waste on or near the site. The operator shall initiate the diversion based on criteria in the Operational and Emergency Plan without further direction from the fire department.

(A) Section 1908.1.7 - Unprocessable or Non-Greenwaste Material: All greenwaste that cannot be processed on-site, such as stumps and fibrous plants, shall be immediately removed from the feedstock, stored in roll-off containers or bins and be removed from the facility on a weekly basis. All plastic bags shall be removed prior to shredding material.

(A) Section. 1908.1.8 - Fire Access Roadway: A fire access roadway shall be provided to the site and on-site as approved by the fire code official. It shall have a minimum width based upon site material handling equipment and an approved driving surface as approved by the fire code official. In no case shall the fire access roadway be less than 20 feet wide.

(A) Section 1908.1.9 - Firefighting Water Supplies and Storage:

(A) Section 1908.1.9.1 - Public Water Supply: The operator shall provide and maintain approved fire hydrants and waterline mains as required by the fire code official. Water lines may be approved aboveground lines supplied from a reliable water supply with adequate protection against impact and fire flow reaction. Hydrant spacing shall be at 400-foot intervals along primary fire access roadways. Fire flow at the hydrant(s) shall be least 1000 gallons per minute at 20psi. Duration of the required fireflow shall be as determined by the fire code official.

(A) Section 1908.1.9.2 - Private Water Supply: Above ground water storage tanks may be installed when authorized by the fire code official where public water supply is not adequate to meet fire flow requirements. Volume and duration of the required fireflow shall be as determined by the fire code official.

(A) Section 1908.1.10 - Site Equipment Maintenance & General Safety Rules: Welding or cutting torch operations shall be conducted a minimum of 30 feet from combustible materials. A fire

watch shall be provided to detect fire, and to operate fire-extinguishing equipment throughout the welding or cutting operation and thirty (30) minutes thereafter. Refueling and on-site maintenance shall meet California Fire Code Chapter 22 & 34 - Flammable and Combustible Liquids, and all other applicable fire code requirements.

(A) Section 1908.1.11 - Site Security: Pile storage areas shall be surrounded with approved fencing. Fences shall be a minimum of 6 feet in height.

(A) Section 1908.1.12 - Smoking and Open Burning Prohibited: The operator shall prohibit smoking and open flame on the operational site, including smoking within vehicles. Approved signs shall be clearly and prominently posted, and shall be enforced by the site operators. No open burning will be allowed on site.

(R) Section 1908.3 - Size of Piles: Pile height, width, and length shall be limited to criteria approved by the fire code official, based in part on the site material handling equipment. In no case shall the piles exceed 12 feet in height, 100 feet in width and 200 feet in length.

(R) Section 1908.5 - Combustible Vegetation Control: The operator shall clear any combustible material, weeds, brush, trees or other vegetation (including mulch) that is, or could become, dry and could be capable of transmitting fire, from within fifty (50) feet of raw greenwaste and mulch piles. Clearance shall be to bare earth or approved pavement. Individual growing trees within that distance may remain with approval of the fire code official.

(R) Section 1908.6 - Static Pile Protection: Interior pile temperatures shall be monitored and recorded on a regular basis per the Operational Plan. Internal pile temperatures must be taken at $\frac{2}{3}$ the pile height, 12 to 24 inches from the surface with a probe-type thermometer. Readings shall be made at not greater than 50-foot intervals along the length of the pile.

Temperatures above 158 degrees F are known to adversely affect microbial decomposition and are considered excessive. Infrared thermometers may be used to monitor for hot spots at the surface, but are not a substitute for internal probe measurement and documentation.

Once windrows exceed 170 degrees F, the windrows must be reduced in size, be rotated and be monitored daily until temperatures drop below 158 degrees F. All greenwaste stockpiles shall be re-mixed as necessary to alleviate any fire due to spontaneous combustion or temperatures above 170 degrees.

Wind rows shall be visually inspected on a regular basis. Once fires have been detected in any windrows at a site, this visual inspection shall

be a minimum daily requirement. Daily inspections shall continue until the threads of fire no longer exist, and the fire code official approves suspension.

All temperature and pile-handling records shall be kept on file at the site and be made available for inspection by fire department personnel. Data shall include date, time, temperature, specific location and person conducting measurement.

(R) Section 1908.9 - Material Handling Equipment: Equipment used on all piles should be of a type that minimizes compaction. All vehicles operating on or around the piles shall have a Class A fire extinguisher of a minimum 2-A rating, in addition to the Class B rating appropriate for the vehicles. Approved material-handling equipment shall be available during fire fighting operations for moving wood chips, hogged material, compost and raw product produced from yard waste and wood fines.

(R) Section 1908.10.1 - Operational and Emergency Plans: The following operational and emergency action plans shall be submitted to and be approved by the fire code official prior to initiating operation:

1. Operational Plan at a minimum the Operational Plan must include:
 - a. Site layout, pile dimensions, fire access, water supply, site security.
 - b. Site operations: temperature monitoring, rotation, diversion plan.
2. Emergency Plan at minimum the Emergency Plan must include:
 - a. Operator fire response actions, fire dispersal area, emergency equipment operator callback, initiation of incoming diversion plan.
 - b. All plans shall define the equipment necessary to process and handle the materials.

(A) Section 1908.11 - General Safety Rules for Site Equipment Maintenance: Welding or cutting torch operations shall be conducted a minimum of 30 feet from combustible materials. A fire watch shall be provided to detect fire, and to operate fire extinguishing equipment throughout the welding or cutting operation and 30 minutes thereafter. Refueling and on-site maintenance shall meet California Fire Code requirements in Chapters 22 & 34 and all other applicable fire code requirements.

Chapter 22 - Motor Fuel Dispensing Facilities and Repair Garages: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 2201.1 - Scope: Automotive motor-fuel dispensing facilities, marine motor fuel-dispensing facilities, fleet vehicle motor fuel-dispensing facilities and repair garages shall be in accordance with this chapter and the California Building Code, California Plumbing Code and the California Mechanical Code. These operations shall include both operations that are accessible to the public and private operations. Whenever this chapter imposes a requirement that applies to Class IIIA liquids that same requirement shall also apply to Class III liquids.

Chapter 23 - High-Piled Combustible Storage: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(D) Table 2306.2 - General Fire Protection and Life Safety Requirement: Exception J - is deleted from General Fire Protection and Life Safety Requirements.

Chapter 27 - Hazardous Materials / General Provisions: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 2703.4.1 - Material Safety Data Sheets: Material Safety Data Sheets (MSDS) shall be kept in an approved Knox Box and location, outside of the building which is accessible to fire department personnel in the event of an emergency.

Chapter 33 - Explosives and Fireworks: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 3301.2 - Applicability: This Section shall apply to the manufacture, possession, storage, sale, transportation and use of explosives and blasting agents, and to any blasting operation unless the blast is determined to be a minor blast, in which case the inspection requirements of this amended article shall not apply. The fire code official shall determine if the blast is minor. Persons conducting major blasting shall comply with all the requirements of this article as amended.

(A) Section 3301.2.1 - Definitions: The following words and terms shall, for the purposes of this Section and as used elsewhere in this code, have the meanings shown herein.

(A) Blaster: A blaster who has been approved by the fire code official to conduct blasting operations in the City of Escondido and who has been placed on the list of approved blasters. Such listing

shall be valid for a period of one (1) year unless revoked by the authority having jurisdiction.

(A) Blasting Agent: A material or mixture consisting of a fuel and oxidizer intended for blasting. The finished product as mixed and packaged for use or shipment cannot be detonated by means of a No. 8 test blasting cap when unconfined.

(A) Blasting Operation: The uses of an explosive device or explosive material to destroy, modify, obliterate, or remove any obstruction of any kind.

(A) Blasting Permit: A permit issued by the fire code official of the fire department serving the jurisdiction, pursuant to Section 105.6.14 of the California Fire Code, and shall apply to a specific site. This permit shall be valid for a period not to exceed one (1) year.

(A) Blasting Site: A geographically defined area where blasting may occur. It shall be shown on a project map or plot plan. Major blasting operations shall be conducted only within such defined areas. Distances for inspection and notification purposes shall be measured from all specific blast locations on a project site.

(A) Explosives Permit: A permit issued by the Sheriff pursuant to Section 12000, et seq. of the California Health and Safety Code and Chapter 33 of the California Fire Code. An explosives permit shall be valid for a period not to exceed one (1) year, as designated by the Sheriff and may impose conditions on the permittee and his operations up to the point of actual use. In addition to this permit, a blasting permit is also required for the actual act of blasting.

(A) Inspector: Means a state certified building inspector, a civil engineer, an architect, or other qualified individual who has been approved by the Fire Chief to conduct pre and post blast inspections in conjunction with blasting operations in the City of Escondido.

(A) Major Blasting: A blasting operation not qualifying as minor blasting.

(A) Minor Blasting: A blasting operation that meets all of the following criteria:

1. Quantity of rock to be blasted does not exceed one hundred (100) cubic yards per shot

2. Bore hole diameter does not exceed two inches (2")
3. Hole depth does not exceed twelve feet (12')
4. Maximum charge weight does not exceed eight (8) pounds of explosives per delay
5. The initiation of each charge will be separated by at least 10 milliseconds.

The maximum charge weight shall not exceed the Scaled Distance as shown below:

Distance from Blast Site (In Feet)	Scale-Distance (Factor)
0 – 300	Mandatory Seismic Monitoring
301 - 5,000	55
5,000+	65

(A) Sheriff’s Authorized Representative: The fire code official serving the jurisdiction.

(A) Section 3301.2.2 - Blasting Permits:

1. All blasting operations within the City of Escondido are prohibited unless a Certificate of Authorization is first obtained from the Escondido Fire Department.
2. No Blasting Permit shall be granted or obtained unless the following conditions listed below are met to the satisfaction of the Fire Department:
 - a. The blaster shall obtain an explosive permit from the San Diego County Sheriff’s Department and copy thereof shall be placed on file with the Escondido Fire Department.
 - b. The blaster shall obtain a business license from and issued by the Business License Division of the City of Escondido and a copy thereof placed on file with the Escondido Fire Department.
 - c. The property owner/developer or general contractor shall obtain liability insurance covering the blaster’s activities in the minimum amount of \$1 million for property damage and \$1 million for bodily injury. The property owner/developer or general contractor’s insurance company shall file a copy of insurance policy with the Escondido Fire Department. In addition, the blaster shall have liability insurance, for property damage, and bodily injury in the minimum amount of \$1 million each for each blasting operation. A copy of the insurance policy of the blaster shall be filed with the Escondido Fire Department. The City of Escondido shall be named as an additional insured party.

- d. The blaster's qualifications shall be reviewed by the fire code official. Approval shall be based upon a review of the blaster's qualifications, past safety record, and his or her history of complaints of job performance. Failure on the part of the blaster to comply with the terms and conditions under which approval is granted may result in revocation of the Blasting Permit and penalties pursuant to Section 77.508.
 - e. The blaster shall provide authorization from the property owner for all blasting operations.
 - f. In order to ensure public safety, it is the blaster's responsibility to ensure compliance with United States Bureau of Mines and the California Department of Health and Safety (CALOSHA) standards.
- 3. It shall be unlawful and a violation of this code for any person, firm, corporation, blaster, contractor to provide false or misleading information or documentation to the City of Escondido or any of its departments or the public during any phase of the permit process or blasting operations.
- 4. Additional fire department conditions are as follows:
- 5.
 - a. For any blasting operations outside the Escondido City limits that are conducted in conjunction with projects within the City of Escondido, blasters are required to comply with blasting regulations of neighboring jurisdictions.
 - b. The Escondido Fire Department may impose such additional conditions and procedures as it deems are necessary to protect the public health, safety and welfare based upon the peculiar and individual facts and circumstances of a particular blasting operation. The Fire Department shall provide the blaster with the additional conditions or procedures in writing and the blaster shall comply with those requirements until such time as the Fire Department is satisfied that the conditions are no longer required and cancel the additional requirements.
- 6. Blasting Permit Repository and Renewal:
 - a. The Blasting Permit shall be kept on file with the Escondido Fire Department's Fire Prevention Bureau. A copy of the Blasting Permit shall be retained by the general contractor or property owner/developer and by the blaster and shall be available at the job site for public

or official inspection at all times during blasting operations.

- b. Blasting Permits shall be cancelled with the Fire Department when a blaster completes or discontinues, for thirty (30) consecutive days, blasting operations at a construction site. Said permit must be renewed before any blasting operations are continued or resumed.
- c. Blasting Permit(s) for different blasters at the same site will require pre and post blast inspections as required for each blaster.

(A) Section 3301.2.3 - Blasting Operation Procedures:

(A) Section 3301.2.3.1 - Major Blasts:

1. Notification: It is the City's intent to provide notification of the likelihood for blasting as early as possible. Whenever possible, based on information received, for projects requiring a public notice (Public Hearing, Environmental Review and/or Intended Decision Notice), said notices shall indicate whether blasting may occur in conjunction with the proposed development. In the event blasting does occur, additional notice shall be required as follows:

a. Prior to the issuance of a Blasting Permit, the general contractor or property owner/developer or blaster shall give a reasonable notice in writing, but not less than one week prior to the blasting occurrence, to owners, tenants and/or occupants of all residences (including mobile homes), businesses and structures within 600 feet of any potential blast site. The notice shall be in a form approved by the Fire Chief, and shall include, but not limited to, the following:

- i. A statement indicating that the notice is given as part of the permitting/development process.
- ii. The location, address, and type of development.
- iii. The anticipated date and duration of blasting operations.
- iv. The name, address and telephone number of the blaster and/or developer as well as the Fire Department contact person's name, address and telephone number.

- v. A radius map which shows the project location, the anticipated location of potential blasting operations, and the properties located within 300 feet and 600 feet from the Blast Site as defined under Sec. 7705.2.
- vi. A disclosure statement outlining pre-blast and post-blast inspection procedures, timing and the time frame during which requests for pre-blast advanced notice and post-blast inspection and damage assessment complaints must be filed with the Fire Department.

The general contractor or property owner/developer shall be responsible for the preparation of the notice and the notification list, and shall provide the Fire Department with proof of notification prior to issuance of a Blasting Permit.

Any resident or business receiving such notice may request of the Fire Department that the blaster give a 24 hour advance notice of impending blast on a given day. The advanced notice shall specify the dates and estimated times of scheduled blasting operations. A subsequent advance notice shall be provided if blasting operations discontinue for a period exceeding 48 hours. The general contractor or property owner/developer shall obtain the advanced notification list of residents or businesses from the Fire Department, and shall make every reasonable effort to contact any and all parties requesting the 24 hour advance notice.

2. General Requirements:

- a. The blaster shall provide the Fire Department with a minimum 24 hour notice prior to the commencement of any blasting operation.
- b. Blasting shall only be permitted between the hours of 9:00 a.m. and 4:00 p.m. during any weekday, Monday through Thursday, unless special circumstances warrant another time or day and special approval is granted by the Fire Chief based on consideration of the blasting operations potential impact on the surrounding properties and demonstrated compliance with the Noise Ordinance (Article XII. Noise Abatement Control).

- c. If a Fire Department witness is desired, arrangement shall be made at least 12 hours prior to the blast. Confirmation shall be made to the Fire Department no less than one hour prior to the blast. The Fire Department may then assign a Department member to be present and observe the blast at their discretion. A representative of the Fire Department may also be present during the blasting operation without any prior notice to the blaster.
- d. All blasting operations shall be monitored by an approved seismograph located at the nearest man-made structure. All daily seismograph reports shall be forwarded to the Fire Department by the end of the business week.

Exception: Public Utility Companies are not required to seismographically monitor minor blasting operations.

3. Pre-blast Inspections:

- a. Inspections of all man-made structures (including mobile homes) within 300 feet of a major blast site shall be made before blasting operations. The inspection shall be for the purpose of determining the existence of any visible or recognizable preexisting defect or damages in any structure. The inspection shall also identify all existing operating wells on site for documentation purposes only. Waiver of such inspection shall be in writing by owner(s), and persons who have vested interest, control, custody, lease or rental responsibility of said property or their legally recognized agent.
- b. The person(s) inspecting shall obtain the permission of the building owner prior to conducting the inspection.
- c. The inspections shall be performed by an approved blast inspector per Section 7705.2.
- d. The inspector shall file with the Fire Department, a summary report identifying address, occupant and/or owner's name, time and date of inspections. The summary report shall also include inspection waiver signed by property owner or owner's agent, with an explanation as to why an

inspection of a specific structure was not made. This summary and waiver report shall be signed by the inspector and filed with the Fire Department prior to blasting operation.

- e. The blaster shall permit the Fire Department personnel to inspect the site and blast materials or explosives at any reasonable time.

4. Post-blast Inspections:

- a. Post-blast inspections shall be required upon receipt of a written complaint to the Fire Department by the person in charge of the property alleging property damage due to blasting operations. For complaint received within one year of completion of blasting operations, the Fire Department shall forward a copy of the written complaint to the contractor and/or blaster. In no way does this relieve the blaster and/or the developer of their legal obligations toward the complainant.
- b. Said inspection shall be conducted and reports filed with the Fire Department and the complainant within 30 days of receipt of complaints.

(A) Section 3301.2.3.2 - Minor Blasts:

- 1. Notification: Prior to issuance of a Blasting Permit, the general contractor or property owner/developer or blaster shall give a reasonable notice in writing, but not less than 12 hours prior to the blasting occurrence, to all residences (including mobile homes), businesses or structures on contiguous properties or at the discretion of the Fire Department. The notice shall be in a form approved by the Fire Chief, and shall include, but not be limited to, the following:
 - a. A statement indicating that the notice is given as part of the permitting/development process.
 - b. The location, address, and type of development.
 - c. The anticipated date and the estimated duration of blasting operations.
 - d. The name, address and telephone number of the blaster and/or developer as well as the Fire Department's contact person's name, address and telephone number.

2. General Requirements: All blasting operations shall be monitored by an approved seismograph located at the nearest man-made structure. All daily seismograph reports shall be forwarded to the Fire Department by the end of the business week.

Exception: Public Utility Companies are not required to seismographically monitor blasting operations for minor blasts.

(A) Section 3301.2.4 - Blasting Hours: Blasting shall only be permitted between the hours of 9:00 a.m. and 4:00 p.m. Monday through Thursday, unless special circumstances warrant another time or day and special approval is granted by the fire code official.

(A) Section 3301.2.5 - Violations and Penalties: The fire code official, issuing authority, or peace officer may seize, take, remove or cause to be removed at the expense of the owner all explosives, ammunition or blasting agents offered or exposed for sale, stored, possessed or transported in violation of this article. In addition:

1. Any person violating or causing the violation of any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County jail for six (6) months, or by both fine and imprisonment.
2. It shall be unlawful and a violation of this ordinance for any person to provide false or misleading information or documentation to the County of San Diego or any of its officers or employees or to any jurisdiction having authority during any phase of the explosives or blasting permit process or blasting operations.
3. In addition to the penalties provided in Paragraph 1 of this Section, any conditions caused or permitted to exist in violation of the provisions of this ordinance or in violation of the conditions of an explosives or blasting permit shall be deemed a public nuisance, and may be abated by the County as such or remedied in court in any manner provided by law.
4. The general contractor or owner/developer shall be responsible for compliance with all provisions of this ordinance.

(A) Section 3301.2.6 - Fee Structure: A blaster and inspector shall pay a fee to the Sheriff upon being designated an approved blaster or inspector. Fees shall also be charged for issuance of a blasting permit to conduct blasting operations within the City of Escondido. The amount of said fees

shall be determined by the fire protection district on the basis of the full costs involved in processing said permits.

Chapter 34 - Flammable and Combustible Liquids: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3405.2.4 - Class I, II and III Liquids: Class I or II liquids or Class III liquids that are heated up to or above their flash points shall be transferred by one of the following methods:

Exception: Liquids in containers not exceeding a 5.3-gallon (20 L) capacity.

1. From safety cans complying with UL 30.
2. Through an approved closed piping system.
3. From containers or tanks by an approved pump taking suction through an opening in the top of the container or tank.
- (D) 4.** Approved engineered liquid transfer system.

(A) Section 3406.2.5.2.1 - Limitations on Tanks for Gravity Discharge: Gravity dispensing of Class I or II liquids or Class III liquids that are heated up to or above their flash points is prohibited. Dispensing devices for flammable and combustible liquids shall be of an approved type. Approved pumps taking suction from the top of the tank shall be used. Flammable or combustible liquids shall not be dispensed by a device that operates through pressure within a storage tank. Air or oxygen shall not be used to pressurize an aboveground tank.

(A) Section 3406.2.8.2 - Tank Vehicle as a Substitute for Permanent Tank Prohibited: The use of tank vehicles in a stationary manner as a substitute for approved above- or below-ground fuel tanks is prohibited.

Chapter 38 - Liquefied Petroleum Gases: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 3807.5 - Securing Tanks to Ground (LPG): Tanks shall be secured to prevent the tank from rolling or moving when required by the FAHJ.

Chapter 49 - Requirements for the Wildland-Urban Interface Areas: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Buildings Standards Code to read as follows:

(R) Section 4902.1 - General: For the purposes of this chapter, certain terms are defined as follows:

(A) Building Official: The officer or other designated authority charged with the administration and enforcement of the locally adopted California Building Code, or the building official's duly authorized representative.

(A) Combustible Vegetation: means material that in its natural state will readily ignite, burn, and transmit fire from native or landscape plants to any structure or other vegetation. Combustible vegetation includes dry grass, brush, weeds, litter or other flammable vegetation that creates a fire hazard.

(A) Defaceable Space: is an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

(R) Fire Protection Plan (FPP): is a document prepared for a specific project or development proposed for the wildland-urban interface fire area that describes ways to minimize and mitigate potential loss from wildfire exposure, with the purpose of reducing impact on the community's fire protection delivery system.

(Reference) Fire Hazard Severity Zones: are geographical areas designated pursuant to California Public Resources Code Sections 4201 through 4204 and classified as Very High, High and Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code Sections 51175 through 51189.

The California Code of Regulations, Section 1280 entitles maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

(A) Fuel Break: is an area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.

(Reference) Local Agency Very High Fire Hazard Severity Zone: means an area designated by a local agency upon the recommendation of the CDF Director pursuant to Government Code Sections 51177(c), 51178 and 51189 that is not a State Responsibility Area and where a local agency, city, county, city and county, or district is responsible for fire protection.

(A) Open Space Easement: means any right or interest in perpetuity or for a term of years in open-space land, as that term is defined in

Government Code Sections 51065(a), acquired by the County, a city or a nonprofit organization where the instrument granting the right or interest imposes restriction on use of the land, to preserve the land for public use or enjoyment of the natural or scenic character of the land.

(A) Open Space Preserve: means open-space land, as that term is defined in Government Code Section 65560(b), for the preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, buffer for a military installation or the protection of cultural resources.

(A) Slope: is the variation of terrain from the horizontal; the number of feet, rise or fall per 100 feet, measured horizontally, expressed as a percentage.

(Reference) State Responsibility Area: means lands that are classified by the Board of Forestry pursuant to Public Resources Code Section 4125 where the financial responsibility of preventing and suppressing forest fires is primarily the responsibility of the State.

(A) Tree Crown: means the primary and secondary branches growing out from the main stem, together with twigs and foliage.

(Reference) Wildfire: is any uncontrolled fire spreading through vegetative fuels that threaten to destroy life, property, or resources as defined in Public Resources Code Sections 4103 and 4104.

(Reference) Wildfire Exposure: is one or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.

(Reference) Wildland-Urban Interface Fire Area: is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

(A) Section 4902.2 - Declaration: The legislative body shall declare the Wildland Interface Areas within the jurisdiction. The Wildland Urban Interface Areas shall be based on the findings of fact. The Wildland Urban Interface Area boundary shall be any geographic area mapped or otherwise identified by the State or local jurisdiction as a High Hazard, or Very High Fire Severity Zone, or as set forth by the City of Escondido Fire Department response area. (See Attachment B for map) When the type and condition of vegetation, topography, weather, and structure density, which potentially increases the probability of vegetation conflagration exists, such area shall be considered a Very High Fire Severity Zone.

(A) Section 4903 - Fire Protection Plans:

(A) Section 4903.1 - When Required: The Fire Authority Having Jurisdiction may require an applicant for a parcel map, subdivision map, specific plan or major use permit for any property located in a wildland-urban interface fire area to submit a Fire Protection Plan (FPP) as part of the approval process.

(A) Section 4903.2 - Content: The FPP shall consider location, topography, geology, aspect, combustible vegetation (fuel types), climatic conditions and fire history. The plan shall address the following in terms of compliance with applicable codes and regulations including but not limited to: water supply, vehicular and emergency apparatus access, travel time to nearest serving fire station, structural ignitability, structure set back, ignition-resistive building features, fire protection systems and equipment, impacts to existing emergency services, defensible space and vegetation management.

The FPP shall be prepared as prescribed in the County of San Diego Land Use and Environment Group "Guidelines for Determining Significance and Report Format and Content Requirements for Wildland Fire and Fire Protection" document.

(A) Section 4905.4 - Wildland Urban Interface Special Building Construction Regulations: are located in the 2010 California Building Code:

1. Standards of Quality
 - a. SFM Standard 12-7A-1 Exterior Wall Siding and Sheathing
 - b. SFM Standard 12-7A-2 Exterior Windows
 - c. SFM Standard 12-7A-3 Horizontal Projections
 - d. SFM Standard 12-7A-4 Decking
 - e. SFM Standard 12-7A-5 Ignition-resistant Materials
2. Roofing Covering & Valleys - Class "A" Very High Fire Hazard Areas
 - a. Roof gutters – Prevent debris accumulation
 - b. Replacement – more than 50% or more 2,500 square feet roof area
3. Skylights – One pane tempered Glass
4. Attic Ventilations – prevent intrusion of flame and embers into the attic
5. Eave or Cornice Vents – not allowed in exterior overhang areas
 - a. Eave protection – shall be protected by ignition resistant materials
6. Exterior Walls- shall be noncombustible, ignition-resistant materials
 - a. Exterior wall covering – shall extend from the top the foundation and terminate at roof
 - b. Repair/Replacement of exterior wall – less than 30 feet from property line
 - c. Exterior wall Vents - prevent intrusion of flame and embers into the structure

7. Exterior Glazing and Window Walls – one pane tempered on dual pane windows
8. Exterior Door Assemblies – approved noncombustible construction or 20 minute rated
9. Decking and Other Appendages – structural supports and framing members shall be non-combustible
 - a. Decking surface – non-combustible, fire treated wood, one-hour fire-resistant
 - b. Testing of alternative decking materials
 - c. Deck remodel or repair -50% or 1,00 square feet
10. Underfloor and Appendages and Floor Projections – maintain same ignition-resistant integrity of exterior walls
 - a. Unenclosed Under Floor Protection – under floor areas enclosed to the grade
11. Insulation – Paper-faced insulation prohibited in attics or ventilated spaces
12. Fences and other structures less than five feet from a building – non-combustible.

(A) Section 4906.4 - Hazard Reduction and Vegetation Abatement/Clearance Standards: The Fire Chief of the fire authority having jurisdiction shall establish standards for the abatement of the various kinds of weeds and rubbish, to include, but not be limited to, the level to which weeds will be cut, the clearance around structures, roadways, and between properties.

(R) Section 4907 - Defensible Space:

(Reference) Section 4907.1 - General: Defensible space will be maintained around all buildings and structures in State Responsibility Area (SRA) as required in Public Resources Code 4290 and “SRA Fire Safe Regulations” California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Section 1270.

Buildings and structures within the Very-High Fire Hazard Severity Zones of a Local Responsibility Areas (LRA) shall maintain defensible space as outlined in Government Code 51175-51189 and any local ordinance of the authority having jurisdiction.

(A) Section 4907.1.1 - Structure Setbacks from Property Lines:

The building official shall establish the minimum setbacks for locating a structure on a lot in a wildland-urban interface fire area. The setbacks may be greater than the minimum setbacks provided in the City of Escondido Zoning Ordinance, when necessary to protect a structure from an unreasonable hazard from a wildfire.

(A) Section 4907.1.2 - Structure Setbacks from Top of Slope: A single story structure shall be setback a minimum 15 feet (4,572

mm) horizontally from top of slope to the farthest projection from a roof. A single story structure shall be less than 12 feet above grade. A two story structure shall be setback a minimum of 30 feet (9,144 mm) measured horizontally from top of slope to the farthest projection from a roof. Structures greater than two stories may require greater setback, which is based upon a 2 to 1 slope.

(A) Section 4907.1.3 - General Fire Setbacks: Buildings and structures shall be setback a minimum of 30 feet from property lines and open space easements unless the City of Escondido Zoning Ordinance requires a greater minimum. When the property line abuts a roadway, the setback shall be measured from the centerline of the roadway.

Exception: When both the building official and the FAHJ determine that the hazard from a wildland fire is not significant, or when the terrain, parcel size or other constraints on the parcel make the required setback infeasible, the building official may allow the setback to be less than 30 feet from the property line when allowed by the Zoning Ordinance.

(A) Section 4907.1.4 - Fire Setbacks Adjacent Protected Areas: Buildings and structures shall be setback a minimum of 100 feet from any property line adjacent a national forest, state park, open space preserve or other protected biological resources. This setback may be reduced when additional mitigation measures are employed that are satisfactory to both the FAHJ and the building official.

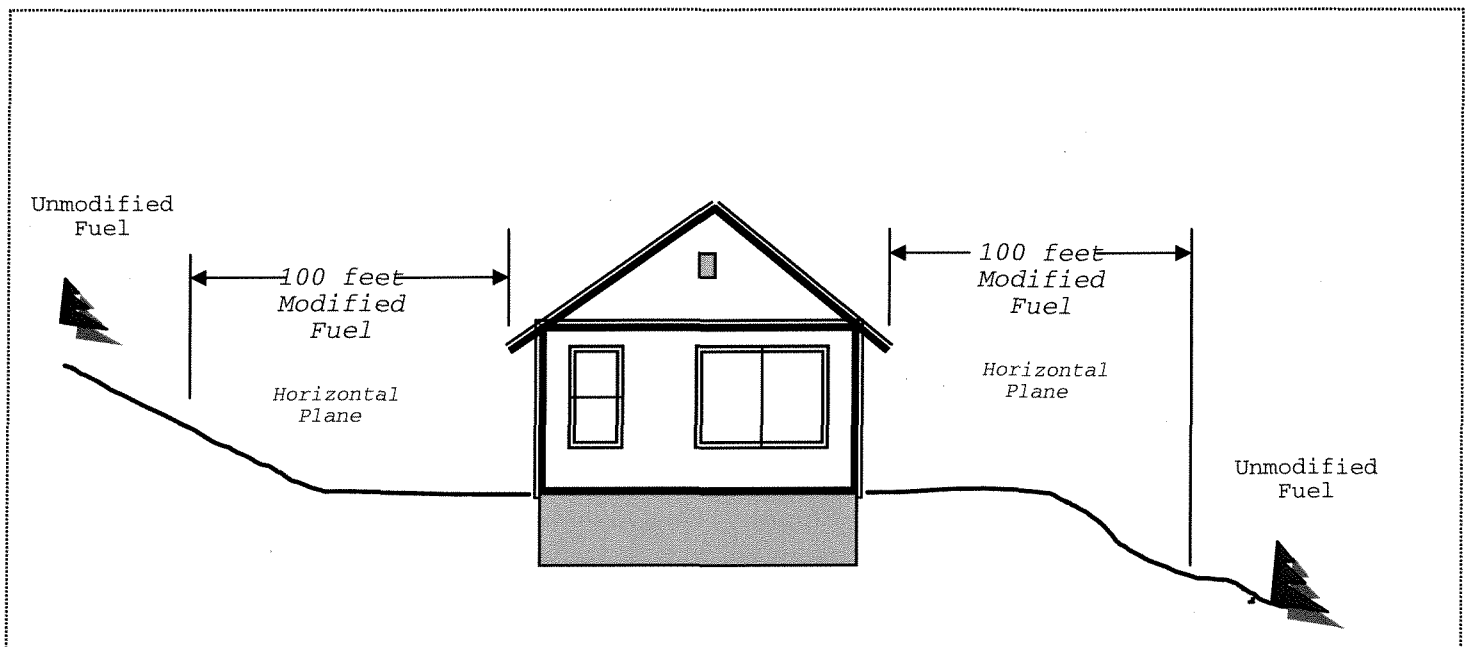
(A) Section 4907.2 - Fuel Modification: A fuel modification zone shall be required around every building that is designed primarily for human habitation or use or a building designed specifically to house farm animals. Decks, sheds, gazebos, freestanding open-sided shade covers and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling, are not considered structures for the establishment of a fuel modification zone. A fuel modification zone shall comply with the following:

1. When a building or structure in a hazardous fire area is located 100 feet or more from the property line the person owning or occupying the building or structure shall maintain a fuel modification zone within 100 feet of the building or structure. The area within 50 feet of a building or structure shall be cleared of vegetation that is not fire resistant and re-planted with fire-resistant plants. In the area between 50 to 100 feet from a

building all dead and dying vegetation shall be removed. Native vegetation may remain in this area provided that the vegetation is modified so that combustible vegetation does not occupy more than 50% of the square footage of this area. Weeds and annual grasses are to be mowed to a height of 4" to 6". Any chipping that is done on site should be spread not to exceed 6" in height. Trees may remain in both areas provided that the horizontal distance between crowns of adjacent trees and crowns of trees and structures is not less than 10 feet. See Figure 4907.2.

2. When a building or structure in a hazardous fire area is setback less than 100 feet from the property line, the person owning or occupying the building or structure shall meet the requirements in subsection (1) above, to the extent possible, in the area between the building or structure and the property line.
3. The building official and the FAHJ may provide lists of prohibited and recommended plants.
4. The fuel modification zone shall be located entirely on the subject property unless approved by the FAHJ. This required fuel modification zone may be reduced as allowed in subsection (2) above or increased as required by a fire protection plan.
5. When the subject property contains an area designated to protect biological or other sensitive habitat or resource, no building or other structure requiring a fuel modification zone shall be located so as to extend the fuel modification zone into a protected area.

FIGURE 4907.2 MEASUREMENTS OF FUEL MODIFICATION DISTANCE



(A) Section 4907.2.1 - Fuel Modification of Combustible Vegetation from Sides of Roadways: The FAHJ may require a property owner to modify combustible vegetation in the area within 20 feet from each side of the driveway or a public or private road adjacent to their property to establish a fuel modification zone. The FAHJ has the right to enter private property to insure the fuel modification zone requirements are met.

Exception: The FAHJ may reduce the width of the fuel modification zone if it will not impair access.

(A) Section 4907.2.2 Community Fuel Modification: The FAHJ may require a developer, as a condition of issuing a certificate of occupancy, to establish one or more fuel modification zones to protect a new community by reducing the fuel loads adjacent to a community and structures within it. The developer shall assign the land on which any fuel modification zone is established under this Section to the association or other common owner group that succeeds the developer as the person responsible for common areas within the community.

(A) Section 4907.2.2.1 - Land Ownership: Once a fuel modification zone has been established under Section 4907.2.2, the land on which the zone is located shall be under the control of an association or other common ownership established in perpetuity, for the benefit of the community to be protected.

(A) Sections 4907.2.2.4 - Plans Shall Be Approved Prior to Fuel Modification Work: When required by the fire code official, plans shall be placed on a grading site plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Plans shall include but not limited to:

1. Plan showing existing vegetation
2. Photographs showing natural condition prior to work being performed
3. Grading plans showing location of proposed structures and set back from top of slope to all structures.

(A) Section 4907.3 - Maintenance of Defensible Space: Any person owning, leasing, controlling, operating or maintaining a building or structure required to establish a fuel modification zone pursuant to Section 4907.2 shall maintain the defensible space. The FAHJ may enter the

property to determine if the person responsible is complying with this Section. The FAHJ may issue an order to the person responsible for maintaining the defensible space directing the person to modify or remove non-fire resistant vegetation from defensible space areas, remove leaves, needles and other dead vegetative material from the roof of a building or structure, maintain trees as required by Section 4907.3.1 or to take other action the FAHJ determines is necessary to comply with the intent of Sections 4903 et seq.

(A) Section 4907.3.1 - Modified Area: Non fire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 4907.2, in such a manner as to provide a clear area for fire suppression operations.

(A) Section 4907.3.2 - Responsibility: Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall be annually or as determined by the FAHJ and may include but not be limited to the modification or removal of non-fire resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

(A) Section 4907.3.3 - Trees: Crowns of trees located within defensible space shall maintain a minimum horizontal clearance of 10 feet for fire resistant trees and 30 feet for non-fire resistive trees. Mature trees shall be pruned to remove limbs 1/3 the height or 6 feet, whichever is less, above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 4907.3.1.

TABLE 4907.3.1 DISTANCE BETWEEN TREE CANOPIES BY PERCENT SLOPE

Percent of Slope	Required Distances Between Edge of Mature Tree Canopies (1)
0 to 20	10 feet
21 to 40	20 feet
41+	30 feet

1. Determined from canopy dimensions as described in Sunset Western Garden Book (Current Edition)

(A) Section 4907.4 - Landscape Requirements Objective: Provisions of this Section are intended to modify fuel load in areas adjacent to structures to create defensible space.

(A) Section 4907.4.1 - Landscape Submittals: When required by the fire code official, landscape plans are required for all residential custom homes, production tract homes, multi-family residential homes, and commercial buildings. Landscape plans shall be submitted and approved by the Fire District prior to the framing inspection. Landscape plan submittals shall include, at a minimum, a readable scale, the delineation of 100-foot fuel modification zone, the existing vegetation, and all irrigated areas, a plant legend with both botanical and common names and identifying all plant material symbols.

(A) Section 4907.4.2 - Landscaping Requirements: All plant materials used shall be from the Wildland/Urban Interface Development Standards plant palette. The addition of plant material to the approved list will be at the discretion of the Fire District. Landscape plans shall be in accordance with the following criteria:

1. All non-fire resistive trees, including conifers, pepper trees, eucalyptus, and acacia species, shall be planted and maintained so that the tree's drip line at maturity is a minimum 30 feet from any combustible structure. All fire resistive tree species shall be planted and maintained at a minimum of 10 feet from the tree's drip line to any combustible structure.
2. For streetscape plantings, all non-fire resistive trees shall be planted so that the center of the tree trunk is 20 feet from edge of curb. Fire resistive trees can be planted 10 feet from edge of curb to center of tree trunk. Care should be given to the type of tree selected, that it will not encroach into the roadway, or produce a closed canopy effect.
3. Limit planting of large unbroken masses especially trees and large shrubs. Groups should be two to three trees maximum, with mature foliage of any group separated horizontally by at least 10 feet, if planted on less than 20 percent slope, and 20 feet, if planted on greater than 20 percent slope.
4. If shrubs are located underneath a tree's drip line, the lowest branch should be at least three times as high as the understory shrubs or 10 feet, whichever is greater.
5. Existing trees can be pruned 10 feet away from roof, eave, or exterior siding, depending on the tree's physical or flammable characteristics and the building construction features.
6. All tree branches and palm fronds shall be removed within 10 feet of a fireplace chimney or outdoor barbecue.

(A) Section 4907.4.3 - Orchards, Groves or Vineyards: All orchards, groves, and vineyards shall be kept in a healthy state and maintained as described below. A 10-foot firebreak shall be cleared between the perimeter, orchard trees or row of grape vines and native vegetation or ornamental landscaping. Orchards shall be kept cleaned of dead and or downed trees. Orchards and vineyards shall be free of combustible debris, dead branches and dead foliage. All dead grasses between rows of trees or vines shall be mowed or disked to bare soil.

(A) Section 4907.4.4 - Eucalyptus Forests and Oak Woodlands: All forests and woodlands shall be kept in a healthy state and maintained as described below. The forest or woodlands shall be free of all dead, dying, or diseased trees (excluding tree stumps no higher than six inches above the ground). Dead, dying, or diseased trees shall include insect infested trees, no longer living, in the last stages of growth or infected by a pathogen of any type. If combustible vegetation is located underneath a tree's drip line, the lowest branch shall be at least three times as high as the understory brush or grasses, or ten feet, whichever is greater. This will reduce the build-up of "ladder" fuels. Firewood shall be neatly stacked and shall have a minimum of 30 feet of clearance (no vegetation) around the entire firewood storage area. Debris and trimmings produced by the removal process shall be removed from the site, or if left, shall be converted into mulch by a chipping machine and evenly dispersed to maximum depth of six inches.

(A) Section 4907.4.5 - Landscape Installation: All landscaping shall be installed prior to the final inspection for issuance of certificate of occupancy.

(A) Section 4908 - Construction Methods for Exterior Wildfire Exposure:

(A) Section 4908.1 - Construction Methods for Exterior Wildfire Exposure: The construction methods for exterior wildfire exposure in a wildland-urban interface fire area shall be as provided in Chapter 7A of the 2010 California Building Code or Section R327 of the 2010 California Residential Code. (See Section 4905.4 for special regulation regarding the Wildland-Urban-Interface Fire Areas)

Appendix "B" - Fire-Flow Requirements for Buildings: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section B102.1 - Definitions:

(A) Hazardous Fire Area: Any geographic area mapped by the State or local jurisdiction as a High, or Very High fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

(R) Section B103.3 - Areas Without Water Supply Systems: For information regarding water supplies for fire fighting purposes in rural areas and suburban areas in which adequate and reliable water supplies do not exist, the fire code official is authorized to utilize provisions in Appendix B of this code or the standard published by the Insurance Services Office document entitled "Guide for Determination of Required Fire Flow".

Division III

That the geographic limits referred to in certain Sections of the 2010 California Fire Code is hereby established as follows:

Chapter 32 - Cryogenic Fluids: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3204.3.1.1 - Stationary Containers: The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established for the City of Escondido except for areas zoned for mixed, general or high impact industrial uses.

Chapter 34 - Flammable and Combustible Liquids: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3404.2.9.6.1 Locations Where Aboveground Tanks Are Prohibited: The City of Escondido in which the storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited: The limits referred to in Section 3404.2.9.6.1 and 3406.2.4.4 of the 2010 California Fire Code and the 2009 International Fire Code in which storage of flammable or combustible liquids in outside above ground tanks is prohibited are hereby established as the jurisdictional limits of the City of Escondido.

EXCEPTIONS:

1. 2000 gallons maximum temporary aboveground tanks meeting UL 2085 for private use on farms, agricultural and rural property, remote construction sites, earth moving projects, gravel pits or borrow pits.
2. Crankcase draining may be stored in specially constructed aboveground storage tanks, approved by the fire code official,

with a maximum capacity of 550 gallons. Such tanks may be located within a building when the fire code official deems appropriate, and the container meets the following: specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage. Containers must be installed and used in accordance with their listing and provisions must be made for leak and spill containment. In no case shall such storage be permitted in residential or institutional property.

3. With the fire code official's approval, Class I and II liquids may be stored aboveground outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigate concerns for exposure to heat, ignition sources and mechanical damage. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The fire code official may disapprove the installation of such containers when in his opinion their use presents a risk to life or property.
4. With the fire code official's approval, temporary storage of a maximum of 10,000 gallons Class II liquids may be permitted for a period not to exceed ninety (90) days at remote construction sites, earth moving projects, gravel pits or borrow pits, consistent with Sections 3404 and 3406.

(R) Section 3406.2.4.4 - Locations Where Aboveground Tanks Are Prohibited: The geographic limits in which the storage of Class I and Class II liquids in aboveground tanks is prohibited in residential areas within the City of Escondido.

Chapter 35 - Flammable Gases and Flammable Cryogenic Fluids: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3506.2 - Limitations: The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established for the City of Escondido Fire Protection District except for areas zoned for mixed, general or high impact industrial uses.

Chapter 38 - Liquefied Petroleum Gas: is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3804.2 - Maximum Capacity Within Established Limits: The geographic limits in which the bulk storage of liquefied petroleum gas is

prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of Escondido.

Division IV

That Ordinance 2007-30 An Ordinance Of The City of Escondido, Which Adopts The California Fire Code, 2007 Edition, With Certain Amendments, the 2006 International Fire Code And National Fire Protection Association Standards 13, 2002 Edition, 13-D, 2010 Edition, And 13-R, 2002 Edition and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

That Ordinance 2007-31, an Ordinance of the City of Escondido, which Adopts the International Wildland–Urban Interface Code, 2006 Edition with certain Amendments has been included into the 2010 California Fire Code Chapter 49, Requirements for Wildland-Urban Interface Areas with certain Amendments and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Division V

That if any Section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each Section, subsection, clause or phrase thereof, irrespective of the fact that any one or more Sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Division VI

That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Division 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Division VII

Upon passage, the City Clerk shall transmit a copy of this Ordinance to the California Building Standards Commission pursuant to Health and Safety Code Section 17958.7 and the California Department of Housing and Community Development.

Division VIII

That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

ATTACHMENT "A"

FINDINGS

FOR REVISION OF THE CITY OF ESCONDIDO FIRE PROTECTION DISTRICT AMENDMENTS TO THE 2010 CALIFORNIA FIRE CODE OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9

As required by Health and Safety Code section 17958, the City of Escondido Fire Protection District does herewith make express findings that amendments to the 2010 California Fire Code are necessary for the protection of the public health, safety, and welfare due certain climatic, topographic, or geological features existing in the County of San Diego.

The following matrix lists the City of Escondido Fire Protection District amendments and the corresponding express findings. Minor editorial changes or typographical corrections to the Fire Code are not shown in these findings. The full texts of the proposed City of Escondido Fire Protection District amendments are shown in the City of Escondido Fire Protection District Fire Code.

Additional Findings for Chapter 49 - Requirements for Wildland-Urban Interface Fire Areas:

As required by Health and Safety Code section 17958, the City Council for the City of Escondido does herewith make express findings that amendments to the California Building Standards Code are necessary for the protection of the public health, safety, and welfare due certain climatic, topographic or geological features existing in the County of San Diego.

Definitions:

Climate: The average course or condition of the weather at a particular place over a period of many years, as exhibited in absolute extremes, means and frequencies of given departures from these means (i.e., of temperature, wind velocity, precipitation and other weather elements).

Topography: The configuration of landmass surface, including its relief (elevation) and the position of its natural and man-made features that affect the ability to cross or transit a terrain.

Geography: A science that deals with the earth and its life, especially the description of land, sea, air, and the distribution of plant and animal life including man and his industries with reference to the mutual relations of these diverse elements (Webster's Third New California Dictionary).

Climatic Considerations:

There are two types of climates: macro and micro. A macro climate affects an entire region and gives the area a general environmental context. A micro climate is a specific variation that could be related to the other two factors, topography and

geography. A micro climate may cover a relatively small area or be able to encompass an entire community, as opposed to another community in the same county.

Climatic consideration should be given to the extremes, means, and anomalies of the following weather elements:

1. Temperatures
2. Relative humidifies
3. Precipitation and flooding conditions
4. Wind speed and duration of periods of high velocity
5. Wind direction
6. Fog and other atmospheric conditions
7. Topographic Considerations

Topographic Considerations:

Topographic considerations should be given to the presence of the following topographical elements:

1. Elevation and ranges of elevation
2. Location of ridges, drainages and escarpments
3. Percent of grade (slope)
4. Location of roads, bridges and railroads
5. Other topographical features, such as aspect exposure

This information becomes an important part of creating an analysis of urban-wildland areas because topography and slope are key elements (along with fuel type) that create the need for specific ignition-resistance requirements in this code.

Geographic Considerations:

Geography should be evaluated to determine the relationship between man-made improvements (creating an exposure) and factors such as the following:

1. Fuel types, concentration in a mosaic and distribution of fuel types
2. Earthquake fault zone
3. Hazardous material routes
4. Artificial boundaries created by jurisdictional boundaries
5. Vulnerability of infrastructure to damage by climate and topographical concerns
6. Fuel types are the final component of the findings that suggest the need for identifying urban-wildland areas in a jurisdiction.

MATRIX OF FINDINGS: 2010 California Fire Code Amendments

Chapters or Sections	Finding Number(s)
Chapter 1 - Administration	
Section 101.5 - Validity	All
Section 102.13 - Repeal Conflicting Ordinance	All
Section 104.12 - Cost Recovery	All
Section 104.12.1 - Purpose	All
Section 104.12.2 - Reimbursement	All
Section 105.3.9 - Expense Recovery	All
Section 105.6 - Required Operational Permits	All
Section 105.6.48 - Christmas Tree Lots	All
Section 105.6.49 - Greenwaste Recycling, Mulching, Composting Operations and Storage	All
Section 108.1 - Appeals Procedure for the City of Escondido	All
Section 108.1.1 - Appeals of Decisions Regarding Building Permits	All
Section 109.3 - Violation Penalties	All
Section 111.4 - Failure to Comply	All
Chapter 2 - Definitions	
Section 202 - General Definitions	All
Chapter 3 - General Precautions Against Fire	
Section 304.1.4 - Outdoor Carnivals and Fairs	All
Section 307.5 - Attendance	(CFC)
Section 316.3 - Pitfalls of the California Fire Code	(Deleted)
Section 318 - Storage of Firewood	9
Section 318.1 - General Storage of Firewood	9
Section 319 - Mid-Rise Buildings	1-10
Section 319.1 - General	1-10
Section 319.1.1 - Automatic Fire Sprinkler Systems and Standpipes	1-10
Section 319.1.2 - Smoke Detectors	1-10
Section 319.1.3 - Fire Alarm System	1-10
Section 319.1.3.1 - Emergency Voice Alarm Signaling System	1-10
Section 319.1.4 - Central Control Station	1-10
Section 319.1.5 - Annunciation Identification	1-10
Section 319.1.6 - Elevators	1-10
Section 319.1.7 - Fire Department Communication System	1-10
Section 319.1.8 - Means of Egress	1-10
Section 319.1.8.1 - Extent of Enclosure	1-10
Section 319.1.8.2 - Pressurized Enclosures and Stairways	1-10

Chapters or Sections	Finding Number(s)
Section 319.1.8.3 - Vestibules	1-10
Section 319.1.8.4 - Pressure Differences	1-10
Section 319.1.8.5 - Locking of Stairway Doors	1-10
Chapter 4 - Emergency Planning and Preparedness	
Section 405.2 - Fire and Evacuation Drill Frequency and Participation	All
Chapter 5 - Fire Service Features	
Section 501.3.1 - Fire Apparatus Access Modifications	All
Section 502 - Definitions	1-3,5,6, & 8
Section 503.1 - General	5-9
Section 503.1.1 - Buildings and Facilities	5-9
Section 503.1.2 - Additional Access / Secondary Access	5-9
Section 503.1.2.1 - Dead-End Roads (+ Table)	5,8, & 9
Section 503.1.4 - High-Piled Storage	4
Section 503.2 - Specifications	1,5-9
Section 503.2.1 - Dimensions	1,5,6,8, & 10
Section 503.2.1.1 - Road Phasing Policy for Single Family Dwellings on Existing Legal Parcels (+ Table)	1,5-9
Section 503.2.2 - Authority to Increase Minimums	5-9
Section 503.2.3 - Surface	5-9
Section 503.2.4 - Turning Radius	5,8, & 9
Section 503.2.5 - Dead Ends	5,8, & 9
Section 503.2.6 - Bridges and Elevated Surfaces	(CFC)
Section 503.6.1 - Bridges with One Traffic Lane	5-9
Section 503.2.7 - Grade	6,7
Section 503.2.9 - Roadway Turnouts	5-9
Section 503.3 - Marking	2,5,8, & 9
Section 503.3.1 - Fire Lane Designation	5-9
Section 503.4 - Obstruction of Fire Apparatus Access Roads	(CFC)
Section 503.4.1 - Roadway Design Features	1,5-8, & 10
Section 503.5 - Required Gates or Barricades	5-9
Section 503.5.1 - Secured Gates and Barricades	5-9
Section 503.5.2 - Fences and Gates	(CFC)
Section 503.6.1 - Security Gates	6-8
Section 505.1 - Address Numbers	7
Section 505.2 - Street or Road Signs	(CFC)
Section 505.3 - Easement Address Signs	7
Section 505.4 - Map Directory	3,5,7, & 9
Section 505.5 - Response Map Updates	All
Section 506.1 - Key Boxes	All
Section 506.1.2 - Emergency Key Access	All
Section 507.2 - Type of Water Supply	All

Chapters or Sections	Finding Number(s)
Section 507.2.1 - Private Fire Service Mains	All
Section 507.2.2 - Water Tanks (+ <i>Table</i>)	4,5
Section 507.3 - Fire Flow Requirements	1,3-5,9,10
Section 507.5.1 - Required Installation	All
Section 507.5.1.1 - Locations of Fire Hydrants	All
Section 507.5.1.1.1 - Requirements for Single-Family Dwellings (+ <i>Table</i>)	All
Section 507.5.1.1.2 - Requirements for Multi-Family Dwellings	All
Section 507.5.1.1.3 - Type of Fire Hydrants	All
Section 507.5.1.2 - Water Line Extensions	4,5,9
Chapter 6 - Building Services and Systems	
Section 603.6.6 - Spark Arresters	9
Section 603.8.1 - Residential Incinerators	All
Section 605.11 - Solar Photovoltaic Power Systems	3,10, & 12
Section 605.11.1 - Marking	3,10, & 12
Section 605.11.1.1 - Materials	3,10, & 12
Section 605.11.1.2 - Marking Content	3,10, & 12
Section 605.11.1.3 - Main Service Disconnect	3,10, & 12
Section 605.11.1.4 - Location of Marking	3,10, & 12
Section 605.11.2 - Locations of DC Conductors	3,10, & 12
Section 605.11.3 - Access and Pathways	3,10, & 12
Section 605.11.3.1 - Roof Access Points	3,10, & 12
Section 605.11.3.2 - Residential System for One and Two Family Residential Dwellings	3,10, & 12
Section 605.11.3.2.1 - Residential Buildings with Hip Roof Layouts	3,10, & 12
Section 605.11.3.2.2 - Residential Buildings with a Single Ridge	3,10, & 12
Section 605.11.3.2.3 - Hips and Valleys	3,10, & 12
Section 605.11.3.2.4 - Smoke Ventilation	3,10, & 12
Section 605.11.3.3 - All Other Occupancies	3,10, & 12
Section 605.11.3.3.1 - Access	3,10, & 12
Section 605.11.3.3.2 - Pathways	3,10, & 12
Section 605.11.3.3.3 - Smoke Ventilation	3,10, & 12
Section 605.11.4 - Ground Mounted Photovoltaic Arrays	3,10, & 12
Section 605.11.4.1 - Fire Apparatus Access Roads	3,10, & 12
Section 605.11.4.1.1 - Perimeter Fire Apparatus Access Roadway	3,10, & 12
Section 605.11.4.2 - Fuel Modification	3,10, & 12
Section 605.11.4.3 - Water Supply	3,10, & 12
Section 605.11.4.4 - Identification	3,10, & 12
Chapter 9 - Fire Sprinkler Systems	

Chapters or Sections	Finding Number(s)
Section 902.1.2 - Life Safety Sprinkler System	4 & 5
Section 903.2 - Where Required	All
Section 903.2.8 - Group R	All
Section 903.2.8.1 - Additions	All
Section 903.2.8.2 - Remodels or Reconstructions	All
Section 903.2.19 - Commercial and Group U	4 & 5
Section 903.4 - Sprinkler System Monitoring and Alarms	4
Section 907.2.11.4 - Power Source	9
Section 907.2.11.5 - Additions, Alterations or Repairs to Group R Occupancies	9
Chapter 14 - Fire Safety During Construction and Demolition	
Section 1410.1.1 - Construction Standards	All
Section 1418 - Fuel Modification Zone During Construction	4,5,7-9
Section 1418.1 - Fuel Modification Zone During Construction	4,5,7-9
Chapter 19 - Lumber Yards and Woodworking Facilities	
Section 1908 – Storage/processing of wood chips, compost, raw product of yard waste, etc.	All
Section 1908.1 - General	All
Section 1908.1.1 - Definitions	All
Section 1908.1.2 - Permit Required	All
Section 1908.1.3 - Security Bond/Financial Commitment for Cost Recovery	All
Section 1908.1.4 - Notification of Fire	All
Section 1908.1.5 - Equipment Operator Emergency Callback	All
Section 1908.1.6 - Incoming Waste Diversion Plan	All
Section 1908.1.7 - Unprocessable or Non-Greenwaste Material	All
Section 1908.1.8 - Fire Access Roadway	All
Section 1908.1.9 - Firefighting Water Supplies and Storage	All
Section 1908.1.9.1 - Public Water Supply	All
Section 1908.1.9.2 - Private Water Supply	All
Section 1908.1.10 - Site Equipment Maintenance & General Safety Rules	All
Section 1908.1.11 - Site Security	All
Section 1908.1.12 - Smoking and Open Burning Prohibited	All
Section 1908.3 - Size of Piles	All
Section 1908.5 - Combustible Vegetation Control	All

Chapters or Sections	Finding Number(s)
Section 1908.6 - Static Pile Protection	All
Section 1908.9 - Material Handling Equipment	All
Section 1908.10.1 - Operational and Emergency Plans	All
Chapter 22 - Motor Fuel – Dispensing Facilities and Repair Garages	
Section 2201.1 - Scope	All
Chapter 23 - High Piled Combustible Storage	
Section 2306.2 / Table 2306.2 - General Fire Protection and Life Safety Requirements / Exception J	(Deleted)
Chapter 27 - Hazardous Materials / General Provisions	
Section 2703.4.1 - Material Safety Data Sheets	All
Chapter 33 - Explosives & Fireworks	
Section 3301.2 - Applicability	All
Section 3301.2.1 - Definitions (+ Table)	All
Section 3301.2.2 - Blasting Permits	All
Section 3301.2.3 - Blasting Operation Procedures	All
Section 3301.2.3.1 - Major Blasts	All
Section 3301.2.3.2 - Minor Blasts	All
Section 3301.2.4 - Blasting Hours	All
Section 3301.2.5 - Violations and Penalties	All
Section 3301.2.6 - Fee Structure	All
Chapter 34 - Flammable Combustible Liquids	
Section 3405.2.4 - Class I, II and III Liquids	All
Section 3406.2.5.2.1 - Limitations on Tanks for Gravity Discharge	3,5-8
Section 3406.2.8.2 - Tank Vehicle as a Substitute for Permit Tank Prohibited	2,3
Chapter 38 - Liquefied Petroleum Gases	
Section 3807.5 - Securing Tanks to Ground (LPG)	All
Chapter 49 - Regulations for Wildland Urban Interface Areas	
Section 4902.1 - General / Definitions	All
Section 4902.2 - Declaration	12,13
Section 4903 - Fire Protection Plan	12,13
Section 4903.1 - When Required	12,13
Section 4903.2 - Content	12,13
Section 4905.4 - Wildland Urban Interface Special Building Construction Regulations	Reference to CBC
Section 4906.4 - Hazard Reduction and Vegetation Abatement / Clearance Standards	12,13
Section 4907 - Defensible Space	All
Section 4907.1 - General	(CFC)
Section 4907.1.1 - Structure Setback From Property	All

Chapters or Sections	Finding Number(s)
Line	
Section 4907.1.2 - Structure setback From Top of Slope	All
Section 4907.1.3 - General Fire Setbacks	All
Section 4907.1.4 - Fire Setbacks Adjacent Protected Areas	All
Section 4907.2 - Fuel Modification (+ <i>Diagram</i>)	All
Section 4907.2.1 - Fuel Modification of Combustible Vegetation From Sides of Roadways	All
Section 4907.2.2 - Community Fuel Modification	All
Section 4907.2.2.1 - Land Ownership	All
Section 4907.2.2.4 - Plans Shall Be Approved Prior to Fuel Modification Work	All
Section 4907.3 - Maintenance of Defensible Space	All
Section 4907.3.1 - Modified Area	All
Section 4907.3.2 - Responsibility	All
Section 4907.3.3 - Trees (+ <i>Table</i>)	All
Section 4907.4 - Landscaping Requirements Objective	All
Section 4907.4.1 - Landscape Submittals	All
Section 4907.4.2 - Landscaping Requirements	All
Section 4907.4.3 - Orchards, Groves or Vineyards	All
Section 4907.4.4 - Eucalyptus Forest and Oak Woodlands	All
Section 4907.4.5 - Landscape Installation	All
Section 4908 - Construction Methods for Exterior Wildfire Exposure	All
Section 4908.1 - Construction Methods for Exterior Wildfire Exposure	All
Appendix "B" - Fire-Flow Requirements for Buildings	
Section B102.1 - Definitions	All
Section B103.3 - Areas Without Water Supply Systems	All
Chapter 32 - Cryogenic Fluids	
Section 3204.3.1.1 - Stationary Containers	All
Chapter 34 - Flammable and Combustible Liquids	
Section 3404.2.9.6.1 - Locations Where Aboveground Tanks Are Prohibited	All
Section 3406.2.4.4 - Locations Where Aboveground Tanks Are Prohibited	All
Chapter 35 - Flammable Gasses and Flammable Cryogenic Fluids	
Section 3506.2 - Limitations	All
Chapter 38 - Liquefied Petroleum Gas	
Section 3804.2 - Maximum Capacity Within Established Limits	All

FINDINGS FOR THE FIRE CODE

Finding 1

The City of Escondido Fire Protection District is situated on the slopes of and at the base of the Coastal Mountains, with drainage from the eastern portion of the district, including the San Dieguito River and Escondido Creek, which when flooded, could result in conditions rendering fire departments vehicular traffic access unduly burdensome or impossible.

Further, the flood conditions described above carries the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the emergency tasks demands inherent in such situations. The potential for the aforementioned flooding conditions to result in limiting fire department emergency vehicular traffic, with resulting overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within the jurisdiction.

Finding 2

The City of Escondido Fire Protection District is situated near several known major faults, each capable of generating earthquakes of significant magnitude. These include the Rose Canyon Fault, the Coronado Banks, and the Silver Strand Faults, located generally west of the District and the Elsinore Fault, the Agua Caliente Fault, located east of the District. These faults are subject to becoming active at any time; the City of Escondido Fire Protection District is particularly vulnerable to devastation should such an earthquake occur.

The potential effects of earthquake activity include isolating the City of Escondido Fire Protection District from the surrounding area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the district, or an earth slide, and the potential for vertical movement rendering surface travel unduly burdensome or impossible.

Finding 3

San Diego County Highway S6 bisects the City of Escondido Fire Protection District. Transportation vehicles carrying known toxic, flammable, explosive, and hazardous materials heavily travel this highway.

The potential for release or threatened release of a hazardous material along this route and others within the district is likely given the volume transported daily. Incidents of this nature will normally require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such aforementioned incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of this situation. With the potential result of undue and unnecessary risk to the protection of life

and public safety and, in particular, endangering residents and occupants in buildings or structures without the protection of automatic fire sprinklers.

Finding 4

The City of Escondido Fire Protection District and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for fire fighting. Fires starting in sprinkled buildings are typically controlled by one or two sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well-established structure fires operate at about 250 gallons per minute each, and the estimated water need for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the International Fire Code.

Under circumstances such as, lack of water infrastructure, earthquakes, multiple fires and wildland fires within a community, the limited water demands needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

Finding 5

The topography of the City of Escondido Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrow, winding roads, with little circulation, and much of these hills are covered with natural vegetation preventing rapid access and orderly evacuation. Much of these hills are covered with highly non-fire-resistive natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water pump systems subject to failure in fire, high winds, earthquake, and other power failure situations. This would only allow domestic gravity feed water from tanks and not enough water for fire fighting.

Finding 6

Due to the topography in much of the City of Escondido Fire Protection District, it is very important that roadways be named and identified in order to facilitate emergency response.

Finding 7

Due to the topography in much of the City of Escondido Fire Protection District, steep, narrow and winding roads and areas of heavy brush are common. These features make it difficult for emergency response personnel to easily, and quickly find the location of the site that requires assistance. It is therefore essential that street numbers and signs be easily readable to ensure the quickest response times for a given location.

Finding 8

Due to the topography in much of the City of Escondido Fire Protection District, roadway condition, gates, angle of approach or departure, steeply sloping roadways and grades are common. In addition, combining potentially severe rainstorms and ground water retention of many areas of the District where there is expansive soil. This produces a condition wherein the moisture content of the soil is sufficient that roadways become damaged due to soil expansion and shrinkage. All weather, paved surfaces capable of supporting the imposed loads of fire apparatus are necessary to ensure access of emergency response personnel. These roadways, gates, approach angles, steep slopes, and grades can also make it difficult for fire apparatus and other emergency vehicles to access a site. It is therefore essential that these roadway accesses be provided with proper all weather, paved surfaces, angle of approach, grades and gate access.

Finding 9

Areas in the City of Escondido Fire Protection District can have special fire prevention needs not fully covered by the provisions of the Fire Code itself. This is due to the unique topographic features, demographics, infrastructure, and local economics of the Fire District

Finding 10

Due to the steeply sloping topography in the City of Escondido Fire Protection District, the potential exists that new and future development will result in taller buildings on smaller parcels. Defining mid-rise buildings as four stories or more in height and less than from 75 feet in height modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential danger of mid-rise buildings this change is necessary. In addition, the limitations of available fire-fighting equipment, limited availability of human resources in local fire departments, and the necessity to climb vertically up flights of stairs greatly impacting the response time to reach an incident scene, it necessary to define the height of mid-rise buildings. The reduced height and built in protection will mitigate extended fire department response time and keep incidents manageable.

Finding 11

The topography of the City of Escondido Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrow, winding roads with little circulation, preventing rapid access and orderly evacuation. Much of these hills are covered with highly non-fire resistive natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water tank and pump systems are subject to failure in fire, high winds, earthquake and other power failure situations.

The aforementioned problems are set forth in the 2010 California Building Code and amendments.

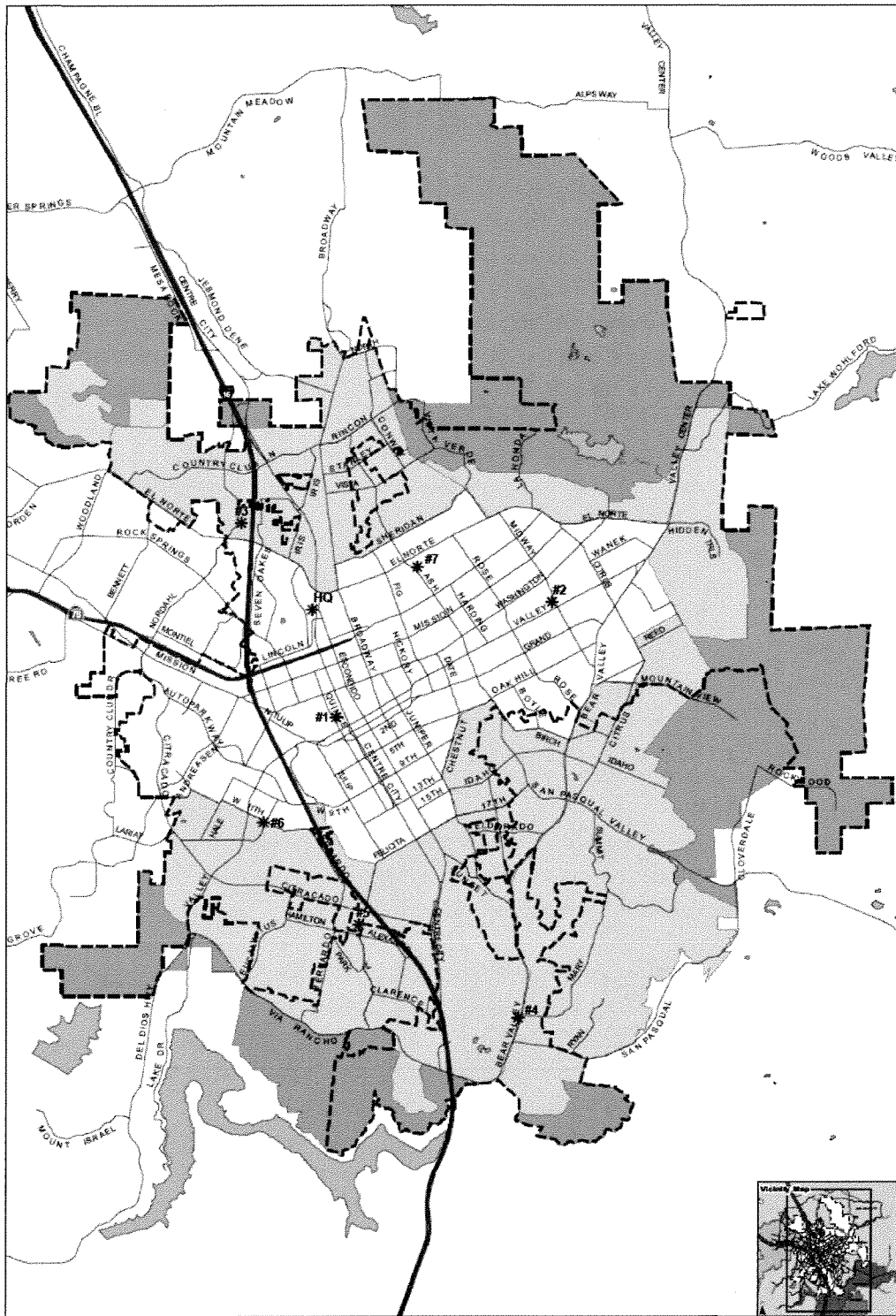
Finding 12

The seasonal climatic conditions during the late summer and fall create numerous serious difficulties regarding the control of and protection against fires in the City of Escondido Fire Protection District. The hot, dry weather typical of this area in summer and fall, coupled with Santa Anna winds and low humidity frequently results in wildfires that threaten or could threaten the City of Escondido Fire Protection District.

Although some code requirements, such as fire-resistive roof classification, have a direct bearing on building survival in a wildland fire situation, others, such as residential fire sprinklers, may also have a positive effect. In dry climate on low humidity days, many materials are much more easily ignited. More fires are likely to occur and any fire, once started, can expand extremely rapidly. Residential fire sprinklers can arrest a fire starting within a structure before the fire is able to spread to adjacent brush and structures.

A seasonal wind also have the potential for interfering with emergency vehicle access, delaying or making impossible fire responses, because of toppling of extensive plantings of dense chaparral, eucalyptus and confers trees. The trees are subject to uprooting in strong winds due to relatively small root bases compared to the tree itself. The aforementioned problems support the imposition of fire-protection requirements greater than those set forth in the Building Code or Fire Code.

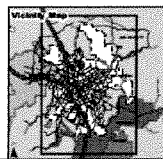
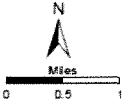
ATTACHMENT "B"



City of Escondido Fire Severity Zones

- Severity Zones**
- Moderate Danger
 - High Danger
 - Very High Danger

- Police and Fire Headquarters
- Fire Stations
- Freeways
- BASE CE
- Escondido City Boundary
- Lakes





CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Robert Benton, Police Captain

SUBJECT: FY 2010 Operation Stonegarden Grant

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept FY 2010 Operation Stonegarden grant funds in the amount of \$276,521 from the California Emergency Management Agency through the County of San Diego. Authorize the Chief of Police to submit grant documents on behalf of the City and approve budget adjustments needed for equipment and overtime expenses.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay overtime expenses and make one-time equipment purchases.

PREVIOUS ACTION:

None

BACKGROUND:

The Escondido Police Department has received a \$276,521 FY 2010 Operation Stonegarden Grant from the California Emergency Management Agency. Consistent with grant guidelines, funds will be used to enhance law enforcement preparedness and operational readiness in support of the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. The Department proposes to use \$113,261 in grant funds to pay overtime expenses for multi-disciplinary crime suppression operations and \$163,260 to purchase equipment. This grant will provide operational funding to enforce local and state laws within the agency's jurisdiction to target human trafficking, narcotics trafficking and weapons trafficking. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

The Department proposes to use \$163,260 to purchase the following equipment:

<u>Equipment</u>	<u>Cost</u>
Breaching tools (2)	\$ 1,100.00
Fiber Optic Camera (1)	\$ 1,100.00
K-1 Trackers (2)	\$ 2,400.00
Laptops w/ Wireless Cards, Software License (2)	\$12,000.00

Digital Camera w/Long Range Lens (2)	\$ 3,000.00
Marked Patrol Vehicles (2)	\$93,810.00
Night Vision Monocular (6)	\$24,000.00
Night Vision Binoculars (4)	\$ 3,200.00
Pinhole/ Buttonhole Cameras (4)	\$ 2,000.00
Concealable Radio Ear Wire/Mics (6)	\$ 1,860.00
800Mhz Radios for Vehicles (2)	\$ 7,810.00
Ballistic Shield (1)	\$ 9,380.00
Tool Kits for Hidden Compartments (2)	\$ 600.00
Video Cameras (2)	\$ 1,000.00

Your action today to accept grant funds and authorize staff to submit grant documents will support crime prevention and suppression in the City of Escondido.

Respectfully submitted,



Robert Benton
Police Captain



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: January 26, 2011
Department: Police
Division: Administration
Project/Budget Manager: Robert Benton/Susan Cervenka 4408
Name Extension
Council Date (if applicable): January 26, 2011
(attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	276,521	
Police Grants	451-New Project Number	276,521	

Explanation of Request:
A budget adjustment is needed to spend grant funds for overtime, overhead, and equipment.

APPROVALS

[Signature] 1-18-11
Department Head Date City Manager Date
[Signature] 1/18/11
Finance Date City Clerk Date

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Bud Oliveira, Construction Project Manager

SUBJECT: Notice of Completion for Off-Site Improvement – Carmax Superstores, Inc.

RECOMMENDATION:

It is requested that Council approve and accept the public improvements and authorize staff to file a Notice of Completion for the off-site public improvements associated with the Carmax Superstores, Inc. project.

FISCAL ANALYSIS:

No direct fiscal impact.

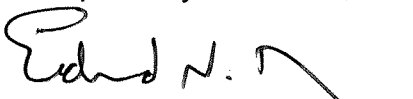
PREVIOUS ACTION:

Resolution No. 2008-219 was enacted authorizing the Mayor and the City Council to approve a modification to a Master and Precise Development Plan for Carmax to construct a Carmax Superstore retail automobile dealership, addressed at 830 Dan Way.

BACKGROUND:

Carmax is a 5.62 acre automobile dealership located at 830 Dan Way, developed by Cass Construction, Inc. The required off-site public improvements associated with this project have been completed in compliance with the approved plans & specifications and include curb, gutter, sidewalk, new street, traffic signal, landscaping, water, sewer, storm drain, streetlights and additional signage.

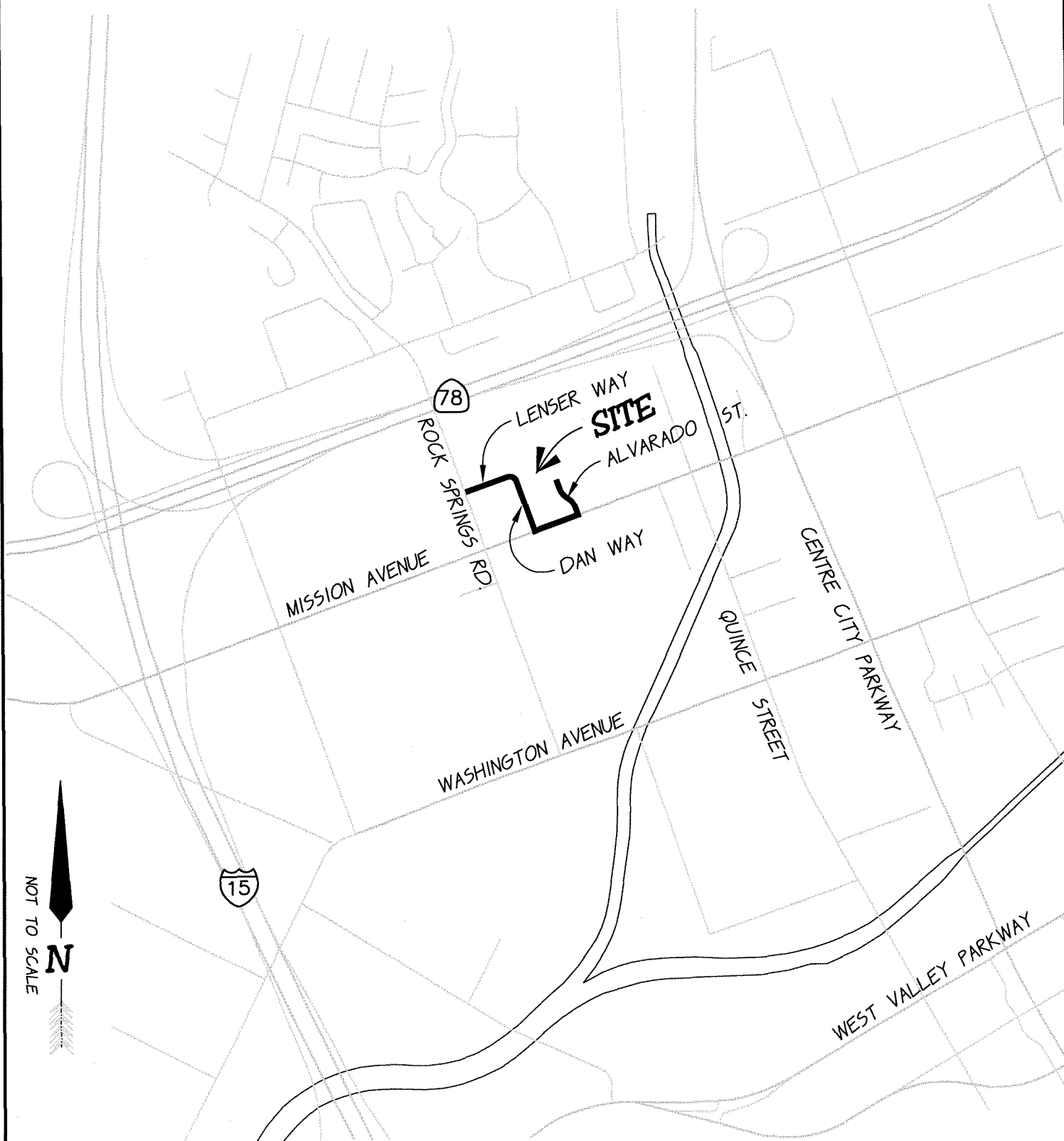
Respectfully submitted,


Edward N. Domingue, P.E.
Director of Engineering Services


Bud Oliveira
Design & Construction Project Manager

CARMAX SUPERSTORES, INC

830 DAN WAY



NOTICE OF COMPLETION
CITY COUNCIL MEETING 01-26-2011



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council
FROM: Rich Buquet, Neighborhood Services Manager
SUBJECT: San Diego Association of Governments (SANDAG) Healthy Community Planning Grant

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-16 authorizing the filing of an application for Healthy Community Planning Grant funds through SANDAG, and if awarded, accepting the terms of the grant agreement and stating assurance to complete the proposed project by February 1, 2012.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds, if awarded, will be used to pay project costs. Matching funds, if necessary, will be funded with Community Development Block Grant (CDBG) funds pending future City Council approval.

PREVIOUS ACTION:

On October 28, 2009, City Council approved an amendment to the FY 2007-2008 Action Plan for CDBG funds to provide matching funds for a study conducted by Cal Poly Pomona architectural landscaping graduate students to revitalize the Escondido Creek area.

On January 27, 2010, City Council approved Resolution No. 2010-13 authorizing a research agreement with Cal Poly Pomona Foundation, Inc. to create a comprehensive vision plan for the Escondido Creek Trail. The plan was presented to Council in August 2010 and the final plan will be provided in March 2011.

BACKGROUND:

Communities Putting Prevention to Work is a program of the County of San Diego Health and Human Services Agency (HHSA) funded by the Federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act. The overarching goal of the project is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity and poor nutrition in the San Diego Region.

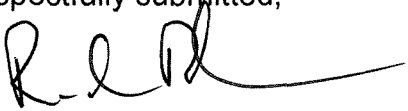
SANDAG Healthy Community Planning Grant
January 26, 2011

HHSa has partnered with SANDAG to implement six initiatives that relate to transportation and land use planning and policy in the San Diego region. One of those initiatives is the Healthy Communities Campaign, which includes the Healthy Community Planning Grant program.

In December 2010 SANDAG announced a call for projects for the Healthy Community Planning Grant program which will provide a total of \$700,000 to incorporate public health into local planning efforts. SANDAG will award a minimum of six grants, with at least one in each County of San Diego Board of Supervisor Districts. Grant awards are expected to range from \$50,000 to \$75,000 each.

Staff is recommending submittal of an application to SANDAG to fund an Escondido Creek Master Plan based on the comprehensive vision plan conducted by Cal Poly. Resolution No. 2011-16, as required by SANDAG, also accepts the terms of the grant agreement and the timeline for completion of the project, (if awarded).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Buquet', with a long horizontal flourish extending to the right.

Rich Buquet
Neighborhood Services Manager

7.

RESOLUTION NO. 2011-16

AUTHORIZING THE FILING OF AN APPLICATION FOR HEALTHY COMMUNITY PLANNING GRANT FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR AN ESCONDIDO CREEK MASTER PLAN, ACCEPTING THE TERMS OF THE GRANT AGREEMENT, AND STATING THE ASSURANCE OF THE CITY OF ESCONDIDO TO COMPLETE THE PROJECT BY FEBRUARY 1, 2012

WHEREAS, the Communities Putting Prevention to Work (CPPW) is a project of the County of San Diego Health and Human Services Agency (HHSA) funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, the overarching goal of CPPW is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity, and poor nutrition in the San Diego region; and

WHEREAS, HHSA has partnered with the San Diego Association of Governments (SANDAG) to implement a number of initiatives that relate to transportation and land use planning and policy in the San Diego region; and

WHEREAS, as part of the CPPW project, SANDAG will administer four pass-through grant programs to cities, the County of San Diego, Tribal Governments, school districts, and community organizations in the San Diego region to promote the integration of public health in planning, safe routes to school, and active transportation; and

WHEREAS, the Healthy Community Planning Grant Program will provide grant funds to incorporate public health into local planning efforts; and

WHEREAS, the Active Community Transportation Grant Program will provide grant funds to promote pedestrian- and bicycle-friendly neighborhoods; and

WHEREAS, the Safe Routes to School Capacity Building and Planning Grant Program will provide grant funds for comprehensive Safe Routes to School planning; and

WHEREAS, the Safe Routes to School Education, Encouragement, and Enforcement Grant Program will grant funds for programs that encourage and educate students, parents, school officials, and other community stakeholders on walking and bicycling to school safely; and

WHEREAS, the City of Escondido wishes to receive \$75,000 in grant funds for a Healthy Community Planning Grant for the following project: Escondido Creek Master Plan; and

WHEREAS, the City of Escondido understands that the CPPW Grant funding is fixed at the programmed amount, and therefore project cost increases that exceed the grant awarded will be the sole responsibility of the grantee.

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

1. That the above recitations are true.

2. That the City of Escondido is authorized to submit an application to SANDAG for Healthy Community Planning Grant funding in the amount of \$75,000 for an Escondido Creek Master Plan; and

3. That if a grant award is made by SANDAG to fund an Escondido Creek Master Plan, the Escondido City Council commits to providing \$0 of matching funds and/or in-kind contributions and authorizes City of Escondido staff to accept the grant funds, execute the Communities Putting Prevention to Work Healthy Community Planning Grant Agreement ("Grant Agreement") with SANDAG, in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A," and subject to final approval as to form by the City Attorney, with no exceptions, and complete the Escondido Creek Master Plan by February 1, 2012.

COMMUNITIES PUTTING PREVENTION TO WORK

**GRANT AGREEMENT NUMBER (TBD) BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
CITY OF ESCONDIDO
REGARDING HEALTHY COMMUNITY PLANNING GRANT**

This Grant Agreement Number (TBD) ("Agreement") is made this day day of Month, Year, by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, 92101, and City of Escondido 201 N. Broadway, Escondido, California, 92025, (hereinafter referred to as "Grantee").

The following recitals are a substantive part of this Agreement:

- A. Communities Putting Prevention to Work (CPPW) is a program of the County of San Diego Health and Human Services Agency (HHSA) funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act (ARRA).
- B. The goal of the CPPW program is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity, and poor nutrition in the San Diego Region.
- C. SANDAG is partnering with HHSA to implement initiatives relating to transportation and land use planning and policy in the San Diego Region, including the Healthy Communities Campaign and Safe Routes to School implementation, which will provide the following four pass-through grant programs for local planning and implementation projects: Healthy Community Planning Grant Program, Active Community Transportation Grant Program, Safe Routes to School Capacity Building and Planning Grant Program and the Safe Routes to School Education, Encouragement and Enforcement Grant Program.
- D. In December 2010 SANDAG issued a call for projects for grant applicants in San Diego County wishing to apply for a portion of the CPPW funds for use on planning and implementation projects meeting certain criteria under the four pass-through grant programs.
- E. Grantee successfully applied for CPPW funds for the following project: Escondido Creek Master Plan (hereinafter referred to as the "Project").
- F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or hold any substantial control of the Project.

NOW, THEREFORE, it is agreed as follows:

Section 1. Definitions

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Agreement.** This Grant Agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.
- C. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in written hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by Agreement, which action may not be taken or omitted without such permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- D. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task that has been approved by SANDAG. The approved Project budget, scope of work, and schedule is attached hereto as Attachment A.
- E. **CPPW Assistance.** Funding for the CPPW's four pass-through grant programs.
- F. **Grantee.** The entity that is the recipient of CPPW Assistance under this Agreement. If the Grantee enters into agreements with other parties to assist with the implementation of the Project, each participant in, member of, or party to that agreement is deemed a "Sub-Grantee" and for purposes of compliance with applicable requirements of this Agreement for its Project will be treated as a Grantee.
- G. **Maximum SANDAG Contribution.** Grantee submitted an application and was evaluated based on its representation that it would abide by a budget for the Project, which has been finalized and is attached to this Agreement as the approved Project budget (Attachment A). Based on the approved Project budget, the maximum amount of CPPW Assistance SANDAG will pay to Grantee for amounts invoiced under this Agreement is \$75,000 or Enter Maximum Percentage percent of the approved Project budget, whichever is the lesser of these two amounts.
- I. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the scope of work. Grantee shall

not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a notice to proceed.

- J. **Sub-Grantee.** Any Grantee or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

Section 2. Project Implementation

- A. **General.** The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the project description/scope of work attached as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. SANDAG authorizes Grantee to begin working on the Project, and Grantee agrees to undertake Project work, promptly after receiving a notice to proceed from SANDAG, notwithstanding the effective date of this Agreement.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee..
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project schedule attached hereto as Attachment A and in compliance with the Use It or Lose It policy attached hereto as Attachment B. SANDAG Board Policy No. 035 does not apply to the CPPW Program, including this Agreement.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project implementation and oversight requirements attached hereto as Attachment C. Additionally, if Grantee hires a consultant other than on-call consultants provided by SANDAG to carry out professional services funded under this Agreement, Grantee shall: prepare an independent cost estimate (ICE) prior to soliciting proposals, publicly advertise for competing proposals for the work, use cost as an evaluation factor in selecting the consultant, document a record of negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable, and pass through the relevant obligations in this Agreement to the consultant.
6. **Work with On-Call Consultants Arranged by SANDAG.** Grantee has elected to work with _____ (fill in name of consultant(s)), arranged by SANDAG on an on-call basis to assist Grantee in completing the Project. SANDAG will pay on-call consultants directly from grant funds awarded to Grantee, upon approval of consultant's invoice by the Grantee and SANDAG.

7. **Changes to Project Composition.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding the proposed scope of work, and other criteria relevant to evaluating and ranking the Project based on SANDAG's grant evaluation criteria ("project justification"). Any substantive deviation from Grantee's representations in the project justification during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the project justification have occurred or will occur, Grantee will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive changes to the project justification. See Section 9; paragraph F of this Agreement regarding amendments to the scope of work.

- B. **Significant Participation by a Sub-Grantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more sub-grantees, the Grantee agrees that it, rather than any sub-grantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement, including the requirement that Grantee's Project must be completed by February 1, 2012.

- C. **Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
 1. **Entities Affected.** If an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement, including the requirement that Grantee's Project must be completed by February 1, 2012.

 2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a sub-grantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.
 - a. **Required Clauses.** The Grantee agrees to use a written document (such as a subagreement, lease, third-party contract, or other), including all appropriate clauses stating the entity's responsibilities under applicable laws, regulations, or policies, including, but not limited to, the pass-through provisions outlined in Attachment E to this Agreement.

 - b. **Flowdown.** The Grantee agrees to include in each document (sub-agreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party Grantee, sub-grantee, or other) to impose applicable laws, Agreement requirements and directives on its sub-grantees, lessees, third-party Grantees, and other Project participants at the lowest tier necessary.

- D. **No SANDAG Obligations to Third Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any sub-grantee, lessee, third-party Grantee, or other person or entity that is not a party to this Agreement for the Project, other than making payments(s), from the Grantee's award, to on-call consultants arranged through SANDAG, if applicable, subject to SANDAG's receipt and approval of on-call consultant invoices consistent with Section 5, below.
- E. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of this Agreement. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel. Grantee further agrees to comply with the Use It or Lose It policy attached hereto as Attachment B.
- F. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, the Executive Director, or other representative of SANDAG is indicated in the scope of work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its sub-grantees.

Section 3. Ethics

- A. **Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with CPPW Assistance. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential sub-grantee, lessee, or third-party Grantee at any tier or agent thereof. Such a conflict would arise when an employee, officer, council or board member, or agent, including any member of his or her immediate family, partner, or organization that employs or intends to employ, any of the parties listed herein has a financial interest in the entity selected for award. The Grantee may set de minimis rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct also shall prohibit its officers, employees, council or board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers,

employees, council or board members, or their agents or its third-party Grantees or sub-grantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by CPPW Assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.
 2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party Grantee or sub-grantee or impair its objectivity in performing the contract work.
- B. **SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last twelve [12] months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff also is prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and council or board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to this Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. **Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its CPPW Assistance application for the Project.
- D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing this Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project.

Section 4. Approved Project Budget

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "approved Project budget."

The Grantee will incur obligations and make disbursements of Project funds only as authorized by the approved Project budget. An amendment to the approved Project budget requires the issuance of a formal amendment to this Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the CPPW Assistance awarded for the Project may be made consistent with applicable laws, regulations, and policies. Prior SANDAG approval is required for transfers of funds between approved Project budget categories; approval will not be unreasonably withheld.

Section 5. Payments

- A. **Funding Commitment.** The Grantee agrees that SANDAG's maximum commitment for Project costs will not exceed the maximum SANDAG contribution of \$Enter Maximum Amount. The responsibility of SANDAG to make payments under this Agreement is limited to the amounts listed in the approved Project budget for the Project. Within thirty (30) days of notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of CPPW Assistance, failure to comply with the Use It or Lose It policy (Attachment B), disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit the owed amounts to SANDAG, including applicable interest, penalties, and administrative charges.
- B. **SANDAG Payment to Grantee.** If Grantee staff costs are designated in the approved Project Budget, SANDAG shall pay Grantee, following receipt and approval of an invoice accompanied by documentation of expenses, including the matching portion, if applicable, incurred on the Project. A sample invoice form is attached hereto as Attachment D. Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of this Agreement, has satisfied SANDAG that the CPPW Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG will reimburse the Grantee's apparent allowable costs incurred consistent with the approved Project budget for the Project. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay retention amounts to Grantee following Grantee's satisfactory completion of work, receipt of Grantee's final invoice, and all required documentation.
- C. **Payment by SANDAG to On-Call Consultant.** If Grantee is utilizing on-call consultant assistance arranged by SANDAG, the on-call consultant will submit invoices to Grantee for approval. Grantee will then submit approved on-call consultant invoices to SANDAG for payment. SANDAG will review Grantee's approved on-call consultant invoices, and if satisfactory, SANDAG will pay on-call consultants directly consistent with the conditions outlined in Section 5. B. "Payment by SANDAG to Grantee." Grantee understands that on-call consultant invoices, if satisfactory to SANDAG, will be paid from CPPW Assistance awarded to Grantee.
- D. **Costs Reimbursed.** The Grantee agrees that Project costs eligible for CPPW Assistance must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs, including matching funds, must be:

1. Consistent with the Project scope of work, the approved Project budget, and other provisions of this Agreement;
 2. Necessary in order to accomplish the Project;
 3. Reasonable for the goods or services purchased, as evidenced by the Grantee's independent cost estimate for the goods/services at issue, along with a record of negotiation with a vendor/supplier;
 4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income);
 5. Incurred for work performed after the effective date of this Agreement and following Grantee's receipt of a notice to proceed from SANDAG;
 6. Satisfactorily documented;
 7. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for the Grantee (see Section 6. Accounting Records) and with accounting principles and procedures approved by the Grantee for its third-party Grantees and sub-grantees;
 8. Eligible for CPPW Assistance; and
 9. Expended allowable indirect costs, including overhead, only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained from SANDAG.
- E. **Excluded Costs.** In determining the amount of CPPW Assistance SANDAG will provide for the Project, SANDAG will exclude:
1. Any Project cost incurred by the Grantee before the effective date of this Agreement or Amendment thereto or before SANDAG issues a Notice to Proceed;
 2. Any cost that is not included in the latest approved Project budget;
 3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
 4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute a final decision by SANDAG about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement for the Project. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been

made on the Project. If SANDAG determines that the Grantee is not entitled to receive any portion of the CPPW Assistance requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due SANDAG as a result of later refunds, corrections, or other similar transactions, nor will Project closeout alter the right by SANDAG to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

Section 6. Accounting Records

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

Documentation of Project Costs and Program Income. Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate.

Section 7. Reporting, Record Retention, and Access

- A. **Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by laws and regulations, policies, this Agreement, and any other reports SANDAG may specify.
- B. **Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and or written hard copy formats as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. **Record Retention.** During the course of the Project and for three (3) years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain (intact and readily accessible) all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.
- D. **Access to Records of Grantees and Sub-Grantees.** The Grantee agrees to permit, and require its sub-grantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data and to audit the books, records, and accounts of the Grantee and its sub-grantees pertaining to the Project.

- E. **Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

Section 8. Project Completion, Audit, Settlement, and Closeout

- A. **Project Completion.** Grantee's Project must be completed by February 1, 2012. Within thirty (30) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable.
- B. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project and either forwards the final CPPW Assistance payment or acknowledges that the Grantee has remitted the proper refund to SANDAG. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by this Agreement or any unmet requirements set forth in a written notification from SANDAG. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and may be subject to an audit upon completion of the Project. If Grantee uses CPPW Assistance for indirect costs, any final audit, if performed, will include an indirect cost audit as well.

Section 9. Timely Progress and Right of SANDAG to Terminate

- A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project schedule (Attachment A). If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project, as per the Use It or Lose It policy (Attachment B). Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate this Agreement for the Project.
- B. In the event Grantee encounters difficulty in meeting the Project schedule or anticipates difficulty in complying with the Project schedule, the Grantee shall immediately notify the SANDAG project manager in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only, and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date or any rights or remedies provided by this Agreement, including the Use It or Lose It policy, (Attachment B).
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the CPPW Assistance to be provided for the Project if the Grantee has violated the terms of this Agreement or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of CPPW Assistance for the Project.
- D. In general, termination of CPPW Assistance for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused CPPW Assistance by failing to make adequate progress or failing to comply with the terms of this

Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of CPPW Assistance provided for the Project or any lesser amount as SANDAG may determine.

- E. Expiration of any Project time period established in the Project schedule will not, by itself, automatically constitute an expiration or termination of this Agreement for the Project, however, Grantee must request and SANDAG must agree to amend this Agreement in writing if the Project schedule will not be met. An amendment to the Project schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of the Use It or Lose It policy (Attachment B).
- F. The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the scope of work (Attachment A). Any substantive deviation from the scope of work must be approved by SANDAG if grant funds are to be used for such changes. If Grantee believes substantive changes need to be made to the Project, Grantee will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive Project changes.

Section 10. Disputes and Venue

- A. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. **Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:
 - 1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's project manager. The project manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) days from the postmark date of the reply from SANDAG. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
 - 2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee shall be final.

- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

Section 11. Assignment

The Grantee agrees that Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement. However, claims for money due to Grantee from SANDAG under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be promptly furnished to SANDAG in writing.

Section 12. Project Manager

The Grantee has assigned Rich Buquet, Neighborhood Services Manager as the project manager for the Project. Project manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the project manager without notice to SANDAG.

Section 13. Insurance

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement," naming SANDAG as an additional insured. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement," naming SANDAG as an additional insured.
- C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement," naming SANDAG as an additional insured.
- D. **Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:

1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better and a financial size of "\$10 million to \$24 million (Class V) or better,"
- or
2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Each insurance policy shall contain a clause which provides that the policy may not be canceled without first giving thirty (30) days' advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

Section 14. Indemnification and Duty to Defend

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, council or board members, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Grantee's or its sub-grantees' employees, agents, or officers which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its sub-grantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs, provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its agents, officers, or employees.

Section 15. Relationship of Parties

For purposes of this Agreement, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

Section 16. CPPW Program Pass-Through Contract Provisions

The American Recovery & Reinvestment Act of 2009 (ARRA) project titled Communities Putting Prevention to Work No. 1U58DP002496-01 (the "Grant") was initially awarded to the County of San Diego ("County"). The County awarded a portion of the Grant funds to SANDAG. The County and SANDAG entered into an agreement outlining the terms and conditions under which SANDAG may spend its portion of the Grant funds (County-SANDAG Agreement) (County's Reference No. 532637 and SANDAG's Reference No. 5001467).

SANDAG and the Grantees awarded CPPW Assistance are subject to certain pass-through contract provisions in the County-SANDAG Agreement, described in Attachment E, attached hereto and incorporated herein by this reference. By signing this Agreement, Grantee agrees to comply with the pass-through contract provisions set out in Attachment E. If the terms of this Agreement conflict with a term of the County-SANDAG Agreement, the County-SANDAG Agreement term shall take precedence over this Agreement's terms.

Section 17. Severability and Integration

If any provision of this Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

Section 18. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: CPPW Program Manager

Grantee: CITY OF ESCONDIDO
201 N BROADWAY
ESCONDIDO, CA 92025
Attn: RICH BUQUET, NEIGHBORHOOD SERVICES MANAGER

and shall be effective upon receipt thereof.

Section 19. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION
OF GOVERNMENTS

CITY OF ESCONDIDO
TAX ID: GRANTEE TAX ID

GARY L. GALLEGOS
Executive Director

GRANTEE SIGNATORY NAME
SIGNATORY TITLE

APPROVED AS TO FORM:

JULIA COLEMAN
Associate Legal Counsel

GRANTEE LEGAL COUNSEL
LEGAL COUNSEL TITLE

ATTACHMENT A
APPROVED PROJECT BUDGET, SCOPE OF WORK, AND PROJECT SCHEDULE

INSERT SCOPE OF WORK, PROJECT SCHEDULE, PROJECT BUDGET

Task	Deliverable	Start Date	End Date	Budget Amount for Grantee (staff and direct costs combined)	Budget Amount for Consultant Services (staff and direct costs combined)	Matching Funds / In Kind Amount	Total Budget Amount by Task
1.				\$	\$	\$	\$
2.				\$	\$	\$	\$
3.				\$	\$	\$	\$
4.				\$	\$	\$	\$
TOTAL				\$	\$	\$	\$

Please note all projects must be completed by February 1, 2012. Grantees are responsible for their timely compliance with all reporting requirements outlined in this Agreement.

ATTACHMENT B
USE IT OR LOSE IT POLICY

Project Milestone and Completion Deadlines

- 1.1. This policy applies to all Communities Putting Prevention to Work (CPPW) grant funds. By signing a grant agreement under the CPPW Program, grant recipients agree to the following project delivery objectives.

The Project must be completed according to the schedule provided in the grant agreement, but at the latest, the Project must be complete within ten months following grant agreement signature or February 1, 2012, whichever comes first. Failure to meet this deadline may result in revocation of all grant funds not already expended.

- 1.2. Grant funds made available as a result of this process may be awarded to the next project on the recommended project priority list from the most recent project selection process, at SANDAG's discretion.

ATTACHMENT C
PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

1. **Contact Information:** Grantee must provide SANDAG with contact information for the Grantee's project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Stakeholder and Community Meetings:** Grantee must provide SANDAG with advance notice (preferably within two [2] weeks) and agendas of all stakeholder and community meetings, and a meeting summary following each meeting. SANDAG staff may attend any meetings as appropriate.
3. **Performance Monitoring:** SANDAG staff may measure the Grantee's Project performance against stated project objectives, and evaluate the overall CPPW Program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources and provide available data and feedback regarding the Project as appropriate.

ATTACHMENT D SAMPLE INVOICE

COMMUNITIES PUTTING PREVENTION TO WORK GRANTEE INVOICE

SANDAG - County of San Diego Grant #532637

To: **VIKRANT SOOD**
SANDAG
401 B Street, Suite 800
San Diego, CA 92101-4231

Project Name:

SANDAG Contract Number:

FM: Grantee's Name
Address

Grant Invoice Number: #
Billing Period: FROM TO
Invoice Date: DATE

Grant Award: \$0.00
Balance Remaining \$0.00

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses CPPW Funds Total		Match Spent	Balance
	Reimbursed	Match	Total	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice	Remaining
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Current Expenditures:	\$0.00
Total Amount Due this Invoice:	\$0.00
Less 10% Retention:	\$0.00
Match % Met to Date:	#DIV/0!

Other Costs (Column G)	Describe Expenses:	Project Budget	CPPW Grant Funds	Match	Total
Task 1					
Task 2		Task 1	\$0.00	\$0.00	\$0.00
Task 3		Task 2	\$0.00	\$0.00	\$0.00
Task 4		Task 3	\$0.00	\$0.00	\$0.00
		Task 4	\$0.00	\$0.00	\$0.00
		Task 5			\$0.00
		Task 6			\$0.00
		Task 7			\$0.00
		Task 8			\$0.00
		Task 9			\$0.00
		Task 10			\$0.00
		Task 11			\$0.00
		Task 12			\$0.00
		Task 13			\$0.00
		Task 14			\$0.00
		Task 15			\$0.00

CERTIFICATION OF GRANTEE		
I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.		
Signature	Printed Name and Title	Date

ATTACHMENT E
CPPW PROGRAM PASS-THROUGH CONTRACT PROVISIONS

Consistent with Section 3, Special Terms and Conditions, of the SANDAG-County Agreement, (5001467) Grantee agrees to comply with the following provisions:

3.1 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009:

Funding for the SANDAG-County Agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Grantees, including both prime and sub-grantees, are subject to audit by appropriate federal entities. SANDAG has the right to cancel, terminate, or suspend the Agreement if any sub-grantee, Grantee or sub-grantee fails to comply with the reporting and operational requirements contained herein. Grantee shall comply with all provisions and requirements applicable to contracts funded in whole or in part by ARRA as currently exist as of the effective date of this Agreement and as may be amended in the future, including, without limitation, Pub. L. 111-5, Div. A, Title XVI, § 1605 ("Buy American"), Pub. L. 111-5, Div. A, Title XV, § 1515 ("Access of Offices of Inspector General"), Pub. L. 111-5, Div. A, Title IX, § 902 ("Access of Government Accountability Office"), and Pub. L. 111-5, Div. A, Title XV, § 1553 ("Whistleblower Protections"), and any related regulations or guidance, as applicable.

3.2 ENFORCEABILITY:

Grantee agrees that if Grantee or one of its sub-grantees fails to comply with all applicable federal requirements governing the use of ARRA funds, may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to SANDAG under all applicable state and federal laws.

3.3 PROHIBITION ON USE OF ARRA FUNDS:

Grantee agrees, in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

3.4 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:

Grantee agrees that in accordance with ARRA, Section 1605, neither Grantee nor its sub-grantees will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States

obligations under international agreements. The Grantee understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

3.5 WAGE RATE REQUIREMENTS:

In accordance with ARRA, Section 1606, the Grantee assures that it and its sub-grantees shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Grantee or its sub-grantees on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

3.6 INSPECTION OF RECORDS:

In accordance with ARRA Sections 902, 1514 and 1515, Grantee agrees that it shall permit the State of California, the United States Comptroller General or his/her representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his/her representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of Grantee or any of its sub-grantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA. **Grantee shall include this provision in all of its agreements with its sub-grantees from whom the Grantee acquires goods or services in its execution of the ARRA funded work.**

3.7 WHISTLEBLOWER PROTECTION:

Grantee agrees that both it and its sub-grantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Grantees, including SANDAG, and all Grantees of SANDAG, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency agreement (including the competition for or negotiation of an agreement) awarded or issued relating to ARRA funds. Grantee agrees that it and its sub-grantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

3.8 FALSE CLAIMS ACT:

Grantee agrees that it shall promptly notify SANDAG, and shall refer to an appropriate federal inspector general, any credible evidence that a principal, employee, agent, sub-grantee or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

3.9 REPORTING REQUIREMENTS:

Pursuant to Section 1512 of the ARRA, in order for Counties receiving ARRA funds to prepare the required reports, Grantee agrees to provide SANDAG, and SANDAG will then provide the County, with the following information on a monthly basis as requested:

- 3.9.1 The total amount of ARRA funds received by Grantee during the Reporting Period;
- 3.9.2 The amount of ARRA funds that were expended or obligated during the Reporting Period;
- 3.9.3 A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - 3.9.3.1 The name of the project or activity;
 - 3.9.3.2 A description of the project or activity;
 - 3.9.3.3 An evaluation of the completion status of the project or activity; and
 - 3.9.3.4 An estimate of the number of jobs created and/or retained by the project or activity.
- 3.9.4 For any sub-awards equal to or greater than \$25,000:
 - 3.9.4.1 The name of the entity receiving the sub-award;
 - 3.9.4.2 The amount of the sub-award;
 - 3.9.4.3 The transaction type;
 - 3.9.4.4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - 3.9.4.5 The Program source;
 - 3.9.4.6 An award title descriptive of the purpose of each funding action;
 - 3.9.4.7 The location of the entity receiving the sub-award;

- 3.9.4.8 The primary location of performance under the sub-award, including the city, state, congressional district and country;
 - 3.9.4.9 The DUNS number, or name and zip code for the entity headquarters;
 - 3.9.4.10 A unique identifier of the entity receiving the sub-award and the parent entity of recipient, should the entity be owned by another;
 - 3.9.4.11 The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80 percent or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.
- 3.9.5 For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Grantee that the information contained in the report is accurate.

3.10 INVENTIONS.

Grantee shall comply with the standard patent rights clause in 37 CFR 401.14.

3.11 PUBLICATIONS.

Publications, journal articles, etc. produced under this Agreement must bear an acknowledgment and disclaimer, as appropriate, such as,

This publication (journal article, etc.) was supported by the Cooperative Agreement Number 1U58DP002496-01 from The Centers for Disease Control and Prevention through the County of San Diego, Health and Human Services Agency. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

3.12 CONFERENCE DISCLAIMER AND USE OF LOGOS.

3.12.1 Disclaimer.

Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the Grantee must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number 1U58DP002496-01 from The Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does

mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

3.12.2 Logos.

Neither the HHS logo nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of government endorsement. A non-federal entity unauthorized use of the HHS logo or name is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS logo and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS logo nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the Grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the government logos, and to assure that in all cases of the use of government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

3.13 EQUIPMENT AND PRODUCTS.

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

3.14 TRAFFICKING IN PERSONS.

This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to

http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

3.15 LOBBYING STATEMENT.

Federal law prohibits award recipients and their subrecipients from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature. This prohibition includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is, lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the federal, State, or local levels to urge support of, or opposition to, pending legislative proposals is prohibited.

Recipients and subrecipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grassroots activities that relate to specific legislation, recipients and sub-grantees of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients and subrecipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Project, including Recovery Act reporting, must be activity that is consistent with federal law.

3.16 DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS.

Grantee shall comply with the following, which are incorporated into this Agreement by reference:

- 3.16.1 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60).
- 3.16.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applicable to all contracts and subgrants for construction or repair).
- 3.16.3 Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts in excess of \$2000 awarded by Grantees and sub-grantees when required by Federal grant program legislation).
- 3.16.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts awarded by Grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- 3.16.5 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

- 3.16.6 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 3.16.7 Pursuant to the Department of Health and Human Services (HHS) notice requirements at 45 CFR 92.36(i)(8)-(9), SANDAG hereby notifies the Grantee that HHS has implemented the following regulations pertaining to patents, copyrights, and rights in data: 37 CFR 401 and 45 CFR 92.34. Under the Communities Putting Prevention to Work Cooperative Agreement, HHS requires the County and SANDAG to submit reports pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as well as final performance and financial status reports.
- 3.16.8 Grantee shall provide access to the County, SANDAG, HHS, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.16.9 Grantee shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.
- 3.16.10 Grantee shall comply with all applicable provisions of 45 CFR Part 92 and with all clauses required by Federal statute and executive orders and their implementing regulations, as applicable.
- 3.16.11 Grantee shall comply with Executive Order 13513. Grantee and its sub-grantees are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Grantee is responsible for ensuring that its sub-grantees are aware of this prohibition and adhere to this prohibition. The requirement may be accessed at: http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm.

3.17 Grantee shall include the provisions of this Section 3 in all agreements with sub-grantees

END OF ARRA PASS-THROUGH PROVISIONS

BEGIN PASS-THROUGH PROVISIONS FROM SANDAG-COUNTY GRANT AGREEMENT 5001467

4.2.1 Invoices for Reimbursement.

Grantee shall submit properly executed monthly invoices to SANDAG for reimbursement of allowable costs associated with the work performed in the prior month. Grantee's monthly invoices shall be completed and submitted in accordance with this Agreement and shall include a statement certifying whether it is in compliance with the Debarment and Suspension section of this Agreement.

DEBARMENT AND SUSPENSION (Section 8.12)

As a sub-grantee of federal funds under this Agreement, Grantee certifies that it, its principals, its employees and its sub-grantees:

- 8.12.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- 8.12.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense 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, or receiving stolen property;
- 8.12.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.12.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consistent with Section 4.2.2, and Section 11, Audit and Inspection of Records, of the SANDAG-County Agreement, Grantee/Consultant/Grantee shall maintain supporting documentation of expenses incurred as follows:

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

11.1 AUDIT AND INSPECTION

Grantee/Consultant/Grantee 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 SANDAG representatives shall have the right to monitor, assess, or evaluate Grantee'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 SANDAG may deem necessary, Grantee shall make available to SANDAG, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SANDAG, 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 any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SANDAG shall have the right to require the Grantee 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, SANDAG shall have the right to (1) require Grantee 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 Grantee 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, SANDAG 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 Grantee any cost occasioned to SANDAG that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 Cost or Pricing Data.

If the Grantee 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, SANDAG shall have the right to examine all books, records, documents and other data of the Grantee 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.

11.3 Availability.

The materials described above shall be made available at the office of the Grantee, 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 11.3.1 and 11.3.2, below:

11.3.1 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.

11.3.2 Records 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.

SANDAG shall keep the materials described above confidential unless otherwise required by law.

REGARDING PAYMENT

Consistent with Section 4.2.4 of the SANDAG-County Agreement Grantee shall submit its June 2011 invoices no later than June 30, 2011.

Consistent with Section 4.2.6.1.1 of the SANDAG-County Agreement, unless otherwise set forth in this paragraph, Grantee shall promptly pay its vendors and sub-grantee(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Grantee receives payment for such services from SANDAG and shall be paid out of such amounts as are paid to Grantee under this Agreement.

Grantee shall include a payment clause conforming to the standards set forth in the preceding paragraph in each of its subcontracts, and shall require each of its sub-grantees to include such a clause in their subcontracts with each lower-tier sub-grantee or supplier.

Availability of Funding.

SANDAG'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 SANDAG shall arise for payment beyond June 30 of the calendar year unless funds are designated by SANDAG and are made available for such performance.

SANDAG 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 Grantee 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, SANDAG and Grantee 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 SANDAG and Grantee 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, Grantee shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which SANDAG 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 Grantee 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.

REGARDING OWNERSHIP, RECORDS AND REPORTS

Consistent with Article 13 of the SANDAG-County Agreement, Grantee shall comply with the following terms and conditions related to the use of documents and submission of reports.

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 SANDAG, but may be used by the Grantee, its consultants and sub-grantees for purposes that are consistent with the SANDAG-County Agreement and this Agreement. 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 Grantee in the United States or in any other country without the express written consent of SANDAG. SANDAG 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.

Maintenance of Records

Grantee shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.

Reports

Grantee shall submit reports required in Exhibit A, Article 3, by this Agreement, and additional reports as may be requested by SANDAG and agreed to by the Grantee. The timely submission of these reports is a necessary and material term and condition of this Agreement and Grantee agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Grantee shall submit to SANDAG within fourteen (14) calendar days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Grantee.

REGARDING INSURANCE

Commercial General Liability

All Commercial General Liability policies shall name 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. [See County-SANDAG Agreement 5001467, Exhibit B, Section 4], and SANDAG, its directors, officers, agents, and employees as additional insureds as their interests may appear. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver.

Deductibles / Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANDAG and the County of San Diego's Risk Manager [See County-SANDAG Agreement 5001467 Exhibit B, Section 3]. If a self-insured retention is used, the policy must be endorsed to allow any insured entity to satisfy the retention for the purposes of triggering coverage. Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects SANDAG, its officers, officials, employees and volunteers. If Consultant is unable to reduce or eliminate such deductibles or retentions, Consultant shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In accordance with 45 CFR 92.36(e) Grantee shall take the affirmative steps listed therein to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

REGARDING EVALUATION

Consistent with Section 7.4 of the County-SANDAG Agreement, Grantee shall work with the County of San Diego's Evaluation Grantee and the County to conduct evaluation activities related to their respective projects as required by the CDC and the County.

REGARDING MEDIA/MATERIALS/PUBLICATIONS

Consistent with Section 7.2 of the County-SANDAG Agreement, any media/materials/publications developed by the Grantee with ARRA funds shall be reviewed and approved by the County. Materials developed (creative source files in electronic or other media) with ARRA funds are property of the County. All items developed shall include language detailed in Section 3.11 or 3.12 of these CPPW Grant Requirements, above, as applicable.

7.2.2 Media Communications

7.2.2.1 Grantee shall send all press releases and media events regarding contracted services to the County for review and approval at least 72 hours in advance. Notification shall be through both email and telephone call to the County's Contracting Officer's Technical Representative ("COTR"): Ms. Adrienne Yancey, MPH, Assistant Deputy Director, Public Health Services 3851 Rosecrans Street, Suite 522 San Diego, CA 92110-3134 Telephone: 619.692-8808; e-mail: Adrienne.Yancey@sdcounty.ca.gov

7.2.2.2 Grantee shall include the County HHS logo on all media communications, as determined by the County.

7.2.2.3 Acknowledgement of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state:

7.2.2.3.1. The percentage of the total costs of the program or project which will be financed with Federal money,

7.2.2.3.2. The dollar amount of Federal funds for the project or program, and

7.2.2.3.3. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

7.2.3 Grantee shall ensure that all resources, printed materials, media, messages, websites and advertisements are culturally competent and age appropriate to the target population that will be reached.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Masterson, Assistant to the City Manager
SUBJECT: Lease Agreement Between the City of Escondido and San Diego North Economic Development Council

RECOMMENDATION:

It is requested that Council rescind Resolution No. 2010-173 and adopt Resolution No. 2011-17 approving a three-year lease agreement ("Lease Agreement") with the San Diego North Economic Development Council ("SDNEDC") for the use of City-owned property at 700 West Grand Avenue in Escondido as a business incubator.

FISCAL ANALYSIS:

The lease rate is \$1 per year. There are two one-year options to renew the Lease Agreement at the end of the three-year term. Clients of SDNEDC will site their businesses in Escondido for a minimum of three years upon incubator program completion and the City will realize associated economic benefits there from.

PREVIOUS ACTION:

On Nov. 17, 2010, the Council approved a lease with the San Diego North Economic Development Council for the purpose of developing a business incubator at the old Police Station. However, prior to the execution of the lease, SDNEDC has asked to have the section on payment of utilities revised.

BACKGROUND:

The former Police Station at 700 West Grand Avenue has been vacant since May 2010 when police personnel moved into their new facility. Given its prime location at one of the gateways to Escondido, the City desires to sell the Premises after the real estate market recovers. In the meantime, the City has received a proposal from SDNEDC to rent the facility and to use it as a business incubator where it will sublease office space to start-up businesses. While the City will not be a party to the Sublease Agreement, SDNEDC expressly requires sublessee businesses locate within Escondido for a minimum of three years upon incubator program completion.

The lease agreement approved by the City Council on November 17, 2010, requires the lessee "to provide and pay for all utilities and services necessary for the occupancy and use of the premises, including but not limited to: gas, water, electricity, trash, sewage charges or septic service and telephone." SDNEDC anticipated those costs would be approximately \$3,000 per month based on an

Lease Agreement for Business Incubator

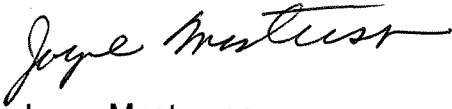
January 26, 2011

Page 2

energy efficient building of comparable size. After receiving information from the City about actual costs which are higher, SDNEDC is requesting that the City temporarily pay the difference between the budgeted \$3,000 a month and the actual bills from now until June 30, 2011. SNDEDC would then reimburse the City for those payments in July of 2011 and from then on be responsible for the full payment.

A copy of the revised Lease Agreement is attached to Resolution No. 2011-17 as Exhibit "1".

Respectfully submitted,



Joyce Masterson
Assistant to the City Manager

RESOLUTION NO 2010-173

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 LEASE AGREEMENT FOR OFFICE
SPACE AT 700 WEST GRAND AVENUE, IN
THE CITY OF ESCONDIDO

WHEREAS, Escondido Police personnel vacated commercial space at 700 West Grand Avenue (the "Premises") in May of 2010; and

WHEREAS, the San Diego North Economic Development Council ("SDNEDC") submitted a proposal to the City to use the Premises as a business incubator where SDNEDC will identify sustainable start-up businesses and assist them with commercial growth; and

WHEREAS, in exchange for SDNEDC'S rent-free occupancy of the Premises, SDNEDC will require sublessee businesses that complete the incubator program to locate within Escondido for a minimum of three (3) years upon program completion; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the lease agreement ("Agreement") with SDNEDC.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with SDNEDC, in substantially the form attached to this Resolution as Exhibit "1," and incorporated by this reference, and subject to final approval as to form by the City Attorney.

RESOLUTION NO 2011-17

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 LEASE AGREEMENT FOR OFFICE SPACE AT 700 WEST GRAND AVENUE, IN THE CITY OF ESCONDIDO AND RESCINDING CITY OF ESCONDIDO RESOLUTION NO. 2010-173

WHEREAS, Escondido Police personnel vacated commercial space at 700 West Grand Avenue (the "Premises") in May of 2010; and

WHEREAS, the San Diego North Economic Development Council ("SDNEDC") submitted a proposal to the City to use the Premises as a business incubator where SDNEDC will identify sustainable start-up businesses and assist them with commercial growth; and

WHEREAS, in exchange for SDNEDC'S rent-free occupancy of the Premises, SDNEDC will require sublessee businesses that complete the incubator program to locate within Escondido for a minimum of three (3) years upon program completion; and

WHEREAS, the City Council previously approved Resolution No. 2010-713 authorizing a lease agreement but now SDNEDC has requested a revision to the lease prior to its execution; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the lease agreement ("Agreement") with SDNEDC.

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

- 1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with SDNEDC, in substantially the form attached to this Resolution as Exhibit "1," and incorporated by this reference, and subject to final approval as to form by the City Attorney.

3. That Escondido City Council Resolution 2010-173 is hereby rescinded and shall be of no further force or effect. A copy of Resolution 2010-173 is attached to this Resolution as Exhibit "2" and is incorporated by this reference.

**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

700 West Grand Avenue
Escondido, CA 92025

LESSEE:

San Diego North Economic Development Council

TERM: Three (3) Years

CITY OF ESCONDIDO
LEASE AGREEMENT INDEX

Clause No.	Title	Page No.
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6	Vacation of Premises	3
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25	Non-Discrimination	9
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Exhibit A Premises
 Exhibit B Sublease Agreement



CITY OF ESCONDIDO
LEASE AGREEMENT

This Agreement is made this 19 day of JANUARY, 2011.

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

And: San Diego North Economic Development Council
700 W. Grand Avenue
Escondido, CA 92025
("LESSEE")

Witness that whereas:

- A. CITY desires to rent to Lessee and Lessee desires to rent from CITY certain public property located at 700 West Grand Avenue, for the purpose of operating a consulting business. The Property is described in Exhibit "A," which is incorporated by this reference.

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

1. DEFINITION OF TERMS. The following words in this Lease Agreement shall have the significance attached to them in this clause unless otherwise apparent from their context.
 - a. "Lease" means this Lease Agreement.
 - b. "Premises" means the real property described in Exhibit "A."
 - c. "Lease Administrator" means the City of Escondido–Real Property Agent, or upon written notice to Lessee, such other person as shall be designated from time to time by CITY.

- d. "LESSEE" means the San Diego North Economic Development Council, and does not include its heirs, assigns, or successors-in-interest.
 - e. "SUBLESSEE" means any person or entity that leases space on the Premises directly from LESSEE.
2. ADMINISTRATION. This Lease shall be administered on behalf of CITY by the Lease Administrator, whose address is:

City of Escondido
Engineering – Real Property
201 North Broadway
Escondido, CA 92025

and on behalf of Lessee by San Diego North Economic Development Council, whose address is:

700 W. Grand Avenue
Escondido, CA 92025

3. TERM. The term of this Lease shall be three (3) years, commencing on November 1, 2010.
4. TERMINATION OF LEASE.

4.1 Each party shall have the right to terminate this Lease without cause for any reason by giving ninety (90) days prior written notice to the other party.

4.2 CITY shall have the right to terminate this Lease by giving seven (7) days prior written notice to LESSEE for any of the following events:

4.2.1 LESSEE'S failure to comply with the following clauses in this Lease:

Acceptance and Maintenance, Paragraph 12

Alterations, Paragraph 13

Use, Paragraph 14

Occupancy, Assignment and Subletting, Paragraph 15

Conduct, Paragraph 16

Insurance, Paragraph 22

Americans with Disabilities Act (ADA), Paragraph 30

4.2.2 If the CITY discovers at any time during the lease term that the LESSEE or any other party has used, is using, or will use the Premises in an unlawful manner or for an unlawful purpose, or in any manner that is inconsistent with any provision of this Lease.

5. OPTIONS TO RENEW. LESSEE shall have two (2) one (1) year options to renew this Lease upon CITY'S written consent. If LESSEE desires to renew this Lease, LESSEE shall provide written notice to CITY of LESSEE'S intent to renew not less than sixty (60) days prior to the expiration of the initial Lease term or first renewal year. CITY shall respond to LESSEE'S renewal request in writing within thirty (30) days of receiving such notice. CITY reserves the right to modify the rent rate for each renewal year at the Lease Administrator's discretion.

6. VACATION OF PREMISES.

6.1 Upon termination of this Lease for any reason, LESSEE shall peaceably vacate, and shall cause its SUBLESSEES to peaceably vacate, and deliver the Premises to CITY in the same condition as Lessee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear, conditions caused by acts of God and improvements made in accordance with Section 13 herein.

6.2 Upon such termination, LESSEE shall immediately:

6.2.1 Arrange and pay for the disconnection of all utilities and services ordered by LESSEE;

6.2.2 Provide a written statement to the Lease Administrator of LESSEE'S new address for purpose of refunding monies, if any, due LESSEE under this Lease; and

6.2.3 Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the address stated in Paragraph 2 above.

7. RENT. In consideration of the possession and use of the Premises, LESSEE shall deliver and pay rent to CITY during the term of this Lease in the amount of ONE DOLLAR (\$1.00) per year.

8. COST OF LIVING ADJUSTMENT. Not applicable to this lease.
9. SECURITY DEPOSIT. No security deposit shall be required under this Agreement.
10. UTILITIES PAYMENTS. Effective March 1, 2011 and ending June 30, 2011 (the "Assistance Period"), CITY and LESSEE agree to jointly pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, trash, sewage charges or septic service, and telephone. LESSEE shall pay an amount not to exceed \$3,000 monthly for its utility bills and the City shall pay the remaining monthly balance. LESSEE agrees to reimburse CITY on or before July 30, 2011, for any and all utility payments made by CITY on behalf of LESSEE during the Assistance Period. Effective June 30, 2011, CITY will terminate any assistance with the payment of utility bills and LESSEE will be solely responsible to pay for all utilities and services necessary for the occupancy and use of the Premises hereinabove mentioned.
11. TAXES, ASSESSMENTS, AND FEES.
 - 11.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in LESSEE, LESSEE may be subjected to the payment of personal property taxes levied on such interest. LESSEE shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon LESSEE, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
 - 11.2 LESSEE further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit LESSEE from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.
12. ACCEPTANCE AND MAINTENANCE.
 - 12.1 LESSEE hereby acknowledges that LESSEE has inspected the Premises, that LESSEE accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair. LESSEE hereby accepts the Premises as such.

- 12.2 LESSEE agrees to take good care of the Premises and all improvements, alterations, fixtures, and appurtenances thereon. LESSEE agrees to provide full upkeep of the Premises, including any and all painting, HVAC maintenance and repair, roof maintenance and repair and landscaping maintenance, as necessary to preserve the Premises in good order and condition. Said repairs and maintenance shall be made in a good and professional manner, and at least equal to the condition and quality of the repaired items at the inception of this Lease. LESSEE shall promptly pay the expenses of such repairs and maintenance. LESSEE agrees to be solely responsible for all costs of maintenance and repair.
- 12.3 In the event LESSEE fails to properly maintain the premises as required by CITY, then CITY may notify Lessee in writing of said failure. In the event LESSEE fails to perform said maintenance within thirty (30) days after such notice by CITY, CITY may perform such maintenance, and the cost thereof including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to CITY within ten (10) days from receipt by LESSEE of a cost statement from CITY.
- 12.4 Noncompliance by LESSEE or SUBLESSEES with any provision of this clause shall allow the CITY to immediately terminate this Lease, pursuant to Paragraph 4.2 above.

13. ALTERATIONS.

- 13.1 LESSEE shall make the alterations and improvements to the Premises, at LESSEE'S sole cost and expense, that LESSEE reasonably believes are necessary to operate said consulting business. Any and all alterations and improvements made to the Premises must first be approved in writing by the Lease Administrator.
- 13.2 Any improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

- 13.3 Noncompliance by LESSEE or SUBLESSEES with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
14. USE. LESSEE agrees to use the Premises as follows:
- 14.1 To provide business consulting services to SUBLESSEES, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division and in accordance with the Sublease Agreement attached and incorporated hereto as Exhibit "B."
- 14.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 15.1 above. In any case where LESSEE is, or should reasonably be, in doubt as to the propriety of any particular use, LESSEE may request, and will not be in breach or default if LESSEE abides by, the written determination of the Lease Administrator that such use is or is not permitted.
- 14.3 Noncompliance by LESSEE or SUBLESSEES with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
15. OCCUPANCY, ASSIGNMENT AND SUBLETTING. The Premises shall only be occupied by LESSEE and LESSEE'S SUBLESSEES. LESSEE agrees to sublease the premises in accordance with the Sublease Agreement. LESSEE shall not assign this Lease or any interest therein without the prior written consent of the Lease Administrator. Any such assignment without the CITY'S consent shall be void and shall, at the option of CITY, terminate this Lease. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
16. CONDUCT.
- 16.1 LESSEE, SUBLESSEES and their guests shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of LESSEE.

- 16.2 LESSEE and SUBLESSEES shall not violate, or permit the violation of, any CITY or County ordinance, or state or federal law, in or about the Premises.
- 16.3 Noncompliance by LESSEE or SUBLESSEES with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
17. PETS. No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.
18. NOTICES. Any notice required or permitted to be given by this Lease must either be personally served on the other party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above in Paragraph 2. A change of either party's address must also be immediately served in the manner described above.
19. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if LESSEE is complying with the provisions of this Lease.
20. AUDIT. CITY reserves the right for its agents or employees to conduct financial audits, not more than once yearly, of LESSEE'S financial records that are in any way associated with the Premises. CITY shall provide at least three (3) days advance notice to LESSEE of CITY'S intent to inspect such records.
21. RIGHT TO SHOW PREMISES. CITY reserves the right, during the last sixty (60) days of this Lease, or any extension thereof, to conduct an "open house" of the Premises in order to facilitate re-renting or selling the Premises. Said "open house" shall not exceed four hours total duration (maximum of two separate days), and when possible, be scheduled from 3 p.m. to 5 p.m., Monday through Friday.
22. INSURANCE.
- 22.1 LESSEE must have insurance in the following amounts at all times during this Agreement:
- 22.1.1 General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and

- 22.1.2 Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and
- 22.1.3 Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship
- 22.2 Each insurance policy required above must be acceptable to the City Attorney:
 - 22.2.1 Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
 - 22.2.2 Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - 22.2.3 All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 22.3 LESSEE agrees to deposit with CITY, on or before the effective date of this Lease, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. LESSEE will also deposit with the CITY within 60 days of the Effective Date of this Lease, an Additional Insured Endorsement naming CITY specifically and separately as a "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described in Paragraph 22.2 above shall follow within sixty (60) days. Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
- 22.4 CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for CITY and

for members of the public using the Premises, CITY may require LESSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. CITY'S requirements shall be reasonable, but shall be designed to assure adequate protection of the CITY'S interests. The Lease Administrator shall notify LESSEE in writing of changes in the insurance requirements and, if LESSEE does not deposit with CITY within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to LESSEE and may be forthwith terminated by the Lease Administrator, pursuant to Paragraph 4.2 above.

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

22.6 Noncompliance by LESSEE with any provision of this Paragraph 22 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

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

24. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable

attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

25. NONDISCRIMINATION. LESSEE herein covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. LESSEE shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.
26. SUPERSEEDURE. This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the CITY and LESSEE.
27. HAZARDOUS AND/OR CONTAMINATED SOIL AND MATERIAL. LESSEE will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. LESSEE also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, LESSEE shall notify CITY. Within thirty (30) days after written notice to CITY or from CITY, LESSEE shall commence to take and thereafter diligently complete, at LESSEE'S sole expense, such actions as may be necessary to comply with environmental requirements.
28. LAW TO GOVERN; VENUE. This Lease Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, North County Branch. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego.
29. SPECIAL PROVISIONS. LESSEE hereby acknowledges that LESSEE waives all rights to any form of relocation assistance provided for by local, state, or federal law to which LESSEE may be entitled by reason of this Lease.

30. AMERICANS WITH DISABILITIES ACT (ADA). It is the duty of the LESSEE while operating under this Lease to comply with all local, state, and federal laws, including, but not limited to, the Americans with Disabilities Act and to indemnify CITY from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

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: _____

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: 1-19-2011

San Diego North Economic Development Council

By: Gary Knight

GARY KNIGHT, PRESIDENT + CEO

Print Name and Title

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

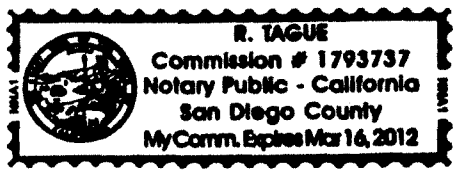
On January 19, 2011 before me, R. Tague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gary Knight
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature R. Tague
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease Agrmt. - 700 W. Grand Ave., Escondido, CA

Document Date: 1-19-11 Number of Pages: 12

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

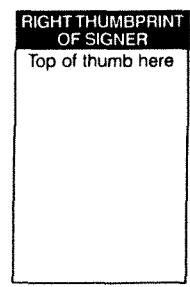
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A

Legal Description

(To be added later)

EXHIBIT B

Resolution No. 2011-17

EXHIBIT 1

Page 16 of 27

SUBLEASE FOR CENTER FOR ENTREPRENOMICS

Escondido, CA 92025

THIS SUBLEASE is made at Escondido, CA on this ____ day of ____ 2010, by and between San Diego North Economic Development Council, a California not-for-profit-corporation ("Landlord"), and _____. ("Tenant").

WITNESSETH:

That in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed, it is agreed between the parties hereto as follows:

1. Business Assistance Program

The Landlord and Tenant understand that Landlord desires to assist and encourage Tenant's business by providing certain extraordinary business assistance services in addition to the Sublease of the Premises. These services are described in the materials provided to Tenant prior to the time of Tenant's acceptance of this Sublease, which materials (as may be amended from time to time by Landlord) are incorporated into this Sublease by reference. In addition, Tenant has received, prior to the execution of this Sublease, materials regarding eligibility and hiring practices and employment and financial reporting requirements. The parties agree that no default, defect, or omission by Landlord in the providing and performance of such services shall be deemed to be a default by Landlord under this Sublease.

2. Description

Landlord subleases to Tenant, and Tenant shall pay rent for the Premises identified as **office space** _____ "Premises"), at 700 West Grand Avenue, Escondido, CA 92025.

3. Term

Tenant shall sublease the Premises for a term of one (1) year commencing the 1st day of _____ 2010, and ending on the 31st day of _____ 2011. Landlord and Tenant shall each have the right to terminate this Sublease upon giving the other at least thirty (30) days written notice of their intent to terminate, such termination to be at the end of such thirty (30) day period or at such later date as is indicated in the notice to terminate, but not prior to the end of one complete billing cycle.

4. Rent / Additional Rent / Utilities

For the Premises and Term set forth above, the Tenant agrees to pay a total rent of _____). Rent to be paid in equal monthly installments of (_____) in advance on the first day of each calendar month. In the event possession is taken on a date other than the first day of the month, the rent shall be pro-rated for the period between the date of possession and the first of the next calendar month in order to place the rental payments on the foregoing schedule.

Tenant agrees to pay any and all charges incurred under separate agreement or otherwise for services furnished by Landlord as well as any other amounts due Landlord as additional rent which shall be paid along with the monthly installment of rent.

Subject to the provisions in Section 1 and the materials relating to extraordinary utilities and trash removal, the rent in the office space shall include the following: real property taxes and assessments, gas, water, and electricity.

4-a. Requirement to site in the City of Escondido upon graduation or exiting incubator

The Center for Entrepreneomics, as an incubation facility, hereby requires city graduation location a requirement for initial entry into the facility. Tenant agrees to site their business upon graduation in the City of Escondido for a period of not less than three years in consideration for occupying space in the Center for Entrepreneomics at reduced rent and for all assistance provide and for use of incubator resources.

Tenant agrees to reimburse Landlord for all costs, at true market rates (to be determined at time of exit or graduation), for services furnished by Landlord, and for the difference in rental rate during the length that tenant occupied space in the incubator and received services that assisted them in developing a business.

5. Insurance Costs of Lessor

Tenant shall pay, as additional rent, any increase in premiums for insurance against direct loss that may be charged during the term of this Sublease on the amount of insurance now carried by the Landlord on the Premises and on the improvements situated on the Premises resulting from the business carried on therein by the Tenant or from the character of its occupancy, even if the Landlord has consented thereto.

6. Security Deposit

As additional security for the faithful performance of its obligations hereunder, Tenant shall pay to Landlord the sum of **Seven Hundred and no/100 Dollars (\$700.00)**. Unless otherwise agreed by landlord and tenant in advance, in writing, Tenant shall pay the security deposit in one payment on or before the 1st day of _____ 2010. The security deposit may be applied by Landlord for the purpose of curing any default or defaults of Tenant under this Sublease, in which event Tenant shall replenish said deposit in full by promptly paying to Landlord the amount so applied. If Tenant has not defaulted or Landlord has applied the deposit to cure a default and Tenant has replenished same, then the deposit, or such applicable portion thereof, shall be repaid in Cash to Tenant promptly after the termination of this Sublease. The deposit shall not be deemed an advance payment of rent or a measure of Landlord's damages for and default by Tenant. No interest shall be paid on Tenant's security deposit.

7. Late Charges

Tenant agrees to pay a surcharge of fifteen percent (15%) on any amount ten (10) or more days past due, and a surcharge of twenty-five percent (25%) on any amount fifteen (15) or more days past due. All payments received shall be first applied to any past due amounts and then to current charges. No payment by Tenant or acceptance by Landlord of a lesser amount than the basic rent, additional rent, or other payments to Landlord due hereunder shall be deemed to be other than part payment of the full amount due. Landlord may accept such part payment without prejudice to Landlord's right to recover the balance due and payable or to pursue any other remedy provided in this Sublease.

8. Place of Payment

Any payment due from the Tenant to the Landlord under this Sublease shall be made the Landlord's office at 750 Grand Avenue, Escondido, CA 92025, or at such other place the Landlord designates from time to time in writing.

9. Holding Over

In the event that Tenant holds over after expiration of this Sublease without a written agreement between the parties to renew, extend, or otherwise renegotiate the leasehold such holding over shall be construed as a month-to-month tenancy on the terms and conditions, so far as applicable, of this Sublease.

10. Condition of Premises at Time of Leasing

The Tenant acknowledges that it has examined the Premises prior to the making of this Sublease and knows its condition, and that no representations as to its conditions or state of repair has been made by the Landlord or its agents that are not expressed in this Sublease. The Tenant hereby accepts the Premises in its present condition at the date of the execution of this Sublease.

11. Delay in Obtaining Possession

If the Tenant cannot take possession of the Premises at the time provided above because the Premises are not ready, or because another tenant is holding over, or because of any cause beyond the control of the Landlord, the Landlord shall not be liable in damages to the Tenant; but rent shall fully abate during the period of any such delay. Landlord shall not be liable for failure to deliver the Premises to Tenant on the beginning date of this Sublease for reasons beyond the Landlord's control.

12. Use and Occupancy

The Premises shall be used during the term of this Sublease for the business of Tenant described as _____ and for no other purpose. The Premises shall not be used, occupied, or kept in violation of any law, municipal ordinance, or regulation.

13. Unlawful or Dangerous Activity

Tenant shall neither use nor occupy the demised Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose, nor operate or conduct business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity. Tenant agrees to comply with all applicable laws, ordinances, and regulations of the City of Escondido, the State of California, and the United States Government, and to conform to all reasonable rules and regulations which Landlord may establish; not to damage any part of the premises; and not to permit any employee, agent, customer, or visitor to be in violation of any obligation of Tenant under this Sublease.

14. Care of Premises

The Tenant shall not perform any act or carry on any practices that may injure the Building or be a nuisance to other tenants in the Building and shall keep the Premises clean and free from rubbish and dirt at all times.

15. Casualty

Subject to the conditions set forth in Section 15, if the Premises are damaged or destroyed, in whole or in part, during the Term of this Sublease, the Landlord shall repair and restore them to good and tenable condition with reasonable dispatch. If the Premises are untenable in whole, the rent shall abate in full until they are restored to good and tenable condition. If the premises are untenable in part, rent shall abate pro rata until they are restored to good and tenable condition. Provided that:

- (A) If delay in repair or restoration is caused by the Tenant failing to adjust its own insurance or to remove its damaged goods, wares, equipment, or other property within a reasonable time, the rent shall not abate during the period of such delay;
- (B) If casualty damage is caused by the negligent or willful acts of the Tenant, its agents or employees, there shall be no rent abatement;
- (C) If during the time of repair, the Tenant uses a portion of the Premises for storage, Tenant shall be liable for a reasonable storage fee;
- (D) In the event the Premises or the Building are destroyed to the extent of more than one-half its value, the Landlord may terminate the Sublease by a written notice to Tenant.

16. Loss Caused by Other Tenants

The Landlord shall not be liable to the Tenant for damages occasioned by the acts or omissions of persons occupying adjoining Premises or any part of its Building of which the Premises are a part, or for any loss or damage resulting to the Tenant of its property from bursting, stoppage, or leaking of water, gas, or sewer pipes.

17. Insurance to be Obtained by Tenant

The Tenant shall carry the following minimum amounts of insurance during the life of this Sublease with the Landlord listed as additional insured:

- (A) Comprehensive General Liability insurance issued by a reputable insurance company licensed to do business in California for bodily injuries, including those resulting in death, and property damage in an amount not less than a combined single limit of Three Hundred Thousand Dollars (\$ 300,000), and an additional Fifty Thousand Dollars (\$50,000) for Fire Legal Liability.
- (B) At the sole discretion of the Tenant, insurance for all contents, and Tenant's trade fixtures, machinery, equipment, furniture, furnishings, and inventory in the subleased Premises. Tenant must be advised the Landlord is not responsible for loss of business contents or business income of the Tenant.
- (C) Insurance for any leasehold improvements made by Tenant upon the Premises against all risks of direct physical loss, including water pipe and sprinkler breakage and damage. The insurance coverage shall be for not less than One Hundred Percent (100%) of the then current full replacement cost of such improvements with all proceeds of insurance payable to Landlord provided, however, that such proceeds shall be used to restore the improvements.

The insurance shall be in companies and in form, substance, and amount (where not stated above) satisfactory to the Landlord. The insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to the Landlord. Certificate of insurance together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the commencement date of this Sublease and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage.

Should Landlord receive notice of cancellation of said insurance, it shall notify the Tenant to cease operations immediately and not to start again until Landlord receives new copies evidencing that insurance describe above is in full force and effect.

18. Indemnification

The Tenant shall indemnify and save the Landlord, Board of Directors and the President of the San Diego North Economic Development Council, and its agents/employees, the City of Escondido, its agents and employees, harmless from all claims or liabilities of any type of nature or any person, firm, or corporation, including any agents or employees of the Tenant, arising in any manner from the Tenant's performance of operations and business covered by this Sublease.

Landlord shall not be liable to the Tenant, or to any other person, for any damage to any person or property caused by act, omission or neglect of Tenant. Tenant agrees to indemnify or hold Landlord harmless from any such liability or claim of liability against Landlord, including attorney's fees.

19. Repairs and Alterations by Tenant

Tenant shall, at its own expense, keep the Premises in good repair, and will, at the expiration of this Sublease, deliver the Premises to the Landlord in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions, or improvements to the Premises without the Landlord's prior written consent. All alterations, additions, and improvements made by either party upon the Premises during the Term hereof, except movable office furniture and trade fixtures put in at Tenant's expense, shall become property of the Landlord at the expiration of the Term. Tenant covenants to pay as they become due all just claims for labor and materials used in making any such additions, alterations, or improvements and to indemnify and save Landlord and the Premises harmless of and from all costs, expenses, and damages, including reasonable attorney's fees and costs of suit arising out of or connected with any statutory or other liens against the Premises, the Building, or the Property for or on account of such labor and materials.

Tenant covenants both for itself and its servants, agents, and employees, to observe and keep all necessary rules and regulations of the Building which affect said Premises and will at its own cost and expense make any and all necessary alterations or changes in the Premises which may be necessary because of any act of the Tenant, its servants, agents, and employees, in violation of any law, ordinance, rule or regulation of any city, state, or government body. Upon the failure of the Tenant to make or proceed to make, any such changes or alterations within thirty (30) days after being required to by any other rule, regulation, or ordinance above referred to within ten (10) days of the receipt of said order or notice, then Landlord may enter the Premises at its option and do and perform said alterations or make such changes at the cost and expense of the Tenant, which said expense shall be deemed as rent and added to the next monthly installment of rent then accruing and be collectible as such.

20. Access to Premises and Common Areas

Landlord may enter the Premises at any reasonable time for any reasonable purpose. If the Landlord deems any repair necessary for which the Tenant is responsible, Landlord may demand that the Tenant perform the repair. If Tenant refuses or neglects to make the repair in a reasonable time, the Landlord may make the repair and charge the Tenant in accordance with Section 6. The Landlord may enter the premises at reasonable times to install or repair pipes, wires, or other appliances or to make any repair the Landlord deems essential to the use and occupancy of the other parts of the Building. Landlord shall give reasonable advance notice to Tenant of its intention to make non-emergency repairs.

In addition to the Premises, the Tenant shall have a non-exclusive right to access to such common areas as Landlord determines to be necessary to the use of the Premises as appropriate.

21. Advertising Displays

No sign or advertising shall be displayed upon the Premises unless approved in writing by the Landlord.

22. Nondiscrimination

The Tenant agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, sexual orientation, or age, with regard to, but not limited to, the following: employment upgrading; demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services.

23. Assignment

The Tenant shall not assign, transfer, or mortgage this sublease or sublet the Premises in whole or in part without the Landlord's prior written consent. Any assignment or subletting shall not relieve Tenant of any of its obligations under this sublease.

24. Trash Service

Landlord agrees to provide at its cost a suitable trash receptacle and regularly scheduled pick-up sufficient to service Tenant in order to prevent the unsightly accumulation of trash and other debris. Tenant shall be responsible for trash collection charges that exceed a normal service minimum Charge. Tenant will dispose of all hazardous waste according to local laws and ordinances.

25. Default

It is expressly understood and agreed that if the rents above, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants of agreements herein contained to be kept by Tenant, Landlord may, at Landlord's election, give Tenant ten (10) days written notice of Landlord's intent to terminate said Sublease; provided however, that during said ten (10) day period, Tenant may correct defaults as set forth in said notice and avoid forfeiture thereof.

Upon termination of this Sublease pursuant to the preceding paragraph, Tenant shall peacefully surrender the premises to Landlord, and Landlord may upon such termination or at any time after such termination, without further notice, rent the Premises. If Tenant fails to peacefully surrender the Premises, the Landlord may repossess it by force, summary proceedings, ejection, or otherwise and may dispossess Tenant and remove Tenant and all other persons and property from the Premises. At any time after such termination, Landlord may re-let the Premises or any part thereof in the name of Landlord or otherwise for such term (which may be greater or lesser than the period which would otherwise have constituted the balance of the term of this Sublease) and on such conditions (which may include concessions or free rent) as Landlord, in Landlord's discretion may determine and may collect and receive the rents therefor. Landlord shall in no way be responsible for or liable for any failure to re-let the Premises or any part thereof or for any failure to collect any rent due upon such re-letting.

No such termination of this Sublease shall relieve Tenant of Tenant's liability and obligations under this Sublease, and such liability and obligations shall survive any such termination. In the event of any such termination, whether or not the Premises or any part thereof shall have been re-let, Tenant shall pay to Landlord the rent required to be paid up by Tenant up to the time of such termination, and thereafter,

Tenant, until the end of what would have been the term of this Sublease in the absence of such termination shall be liable to Landlord for, and shall pay to Landlord as and for liquidated and agreed damages for Tenant's default;

- (A) The equivalent of the amount of rent which would be payable under this Sublease by Tenant if this Sublease were still in full force and effect, Less
- (B) The net proceeds of any re-letting effected pursuant to the provisions of the preceding subparagraph, after deducting all of Landlord's reasonable expenses in connection with such re-letting, including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation for such re-letting.

26. Landlord's Lien for Rent

Tenant hereby grants a lien to Landlord on Tenant's interest in all improvements, fixtures, or personal property, including inventory on the Premises. In the event Tenant fails to cure a default under this Sublease, Tenant authorizes Landlord to take possession of the property free and clear of Tenant's interest therein.

27. Cumulative Remedies

Remedies, rights, and benefits of this Sublease are cumulative and shall not be exclusive of any other remedy, right, or benefit contained herein or of any remedy, right, or benefit allowed by law.

28. Jurisdiction and Attorney's Fees

The prevailing party is entitled to any and all attorney fees or other costs incurred in enforcing the provisions set forth in this Sublease. This paragraph shall also apply to any court action or appeals therefrom.

29. Waiver

One of more waivers by the Landlord or Tenant of any of this Sublease's provisions shall not be construed as a waiver of a further breach of the same provision.

30. Bankruptcy and Insolvency

The Landlord may cancel this Sublease in the event that the estate created hereby is taken in execution or by other process of law; or, if the Tenant is declared bankrupt or insolvent according to law; or if any receiver is appointed for the business and property of the Tenant; or if any assignment is made of the Tenant's property for the benefit of creditors.

31. Rules and Regulations

Tenant, its agents, employees, and invitees will use the common areas of the Building (reception area, conference rooms, halls, steps, passageways, toilet rooms, delivery area, parking area, and so forth) subject to rules as the Landlord may make from time to time for the general safety and convenience of the occupants and tenants of the Building.

32. Substitute Space

It is understood that Landlord may substitute space within the Building of similar quality for the Premises subleased to the tenant. Landlord shall be responsible for all expenses in moving Tenant to the new Premises.

33. Quiet Enjoyment

Upon performing the foregoing covenants, the Landlord agrees that the Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises of the Term herein.

34. Partial Validity

If any provision of this Sublease shall be invalid, the remainder of this Sublease shall not be affected thereby.

35. Notice

Whenever this Sublease requires notice to be served on Landlord or Tenant, notice shall be effective the day after mailing, and shall be sufficient if mailed by first-class mail with postage fully paid, to the following address:

Tenant:

Landlord:

36. Amendments and Modifications

Except for the provisions in Section 1 relating to the Business Assistance Program, Landlord and Tenant agree that this Sublease contains the entire agreement, express or implied, of the parties hereto. There shall be no amendments or modifications to this Sublease, unless agreed to in writing, signed by Landlord and Tenant.

37. Binding Successors

This Sublease is binding on the respective heirs, successors, representatives, and assigns of the parties.

38. Applicable Law

This Sublease shall be constructed according to the laws of the State of California.

IN WITNESS WHEREOF, the parties have signed this Sublease in Escondido, California, the day and year written below.

LANDLORD: San Diego North
Economic Development Council

Dated: 02/03/2010

Dated: 02/01/2010

By:

By:

President/CEO

CEO

DISCLAIMER

THIS AGREEMENT of understanding is prepared for the benefit of the INCUBATOR PROGRAM, hereinafter referred to as "Program," and _____ hereinafter referred to as "Business," both parties which desire to clearly understand the relationship developed for the benefit of promoting and assisting in this limited arrangement.

Program and Business are neither a partnership nor a venture of any description, in fact or law, but rather are independent entities forming a voluntary arrangement wherein Program is a general business advisor of Business. Business is under no compulsion or constraint to accept or implement the suggestions and advisement of Program.

Business specifically acknowledges and agrees that Program has no liability, past, present, or future, as to the final and ultimate decisions of Business, nor is Business compelled in any fashion to accept the advisement and suggestions of Program.

Program neither assumes nor authorizes Business to assume any liability of behalf of Program or suggest to third parties, either expressly or implied, that Program is in any way a principal, agent, or associated entity of Business, and

Business specifically acknowledges its responsibility for all decisions and business matters related to its operation and control.

The Business shall indemnify and save the Program; the Landlord; the President of the San Diego North Economic Development Council, Board of Directors and any of the programs' agents, advisors, representatives, and employees harmless from all claims or liabilities of any type of nature or any person, firm, or corporation, including any agents or employees of the Business, arising in any manner from the Business's performance of operations and business covered by this Sublease and this disclaimer.

Program and Business agree herein to represent accurately the relationship between Program and Business and to abide by these provisions.

Executed this _____, in Escondido, CA.

The Business shall indemnify and save the Program; the Landlord; the President of the San Diego North Economic Development Council, Board of Directors and any of the programs' agents, advisors, representatives, and employees harmless from all claims or liabilities of any type of nature or any person, firm, or corporation, including any agents or employees of the Business, arising in any manner from the Business's performance of operations and business covered by this Sublease and this disclaimer.

Program and Business agree herein to represent accurately the relationship between Program and Business and to abide by these provisions.

Executed this _____, in Escondido, CA.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: 01/26/2011

TO: Honorable Mayor, Members of the City Council and the Community Development Commission

FROM: Gilbert Rojas, Director of Finance

SUBJECT: Resolutions Declaring Intent to Incur Tax Exempt Obligations Related to Redevelopment and Construction of a Minor League Ballpark

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-20 and the Community Development Commission adopt CDC2011-02.

FISCAL ANALYSIS:

The adoption of these resolutions would allow the City or the Commission to incur certain costs that will be reimbursed from Bond proceeds.

BACKGROUND:

On December 15, 2010 the City Council voted to move forward on negotiating an agreement that would result in the construction of a minor league ballpark. Funding for this project would come from tax exempt financing. In order for the City or the Commission to be reimbursed for costs incurred before the actual bond issue a Resolution of Intention should be adopted by the governing body issuing the debt.

Respectfully submitted,


Gilbert Rojas
Director of Finance

RESOLUTION NO. 2011-20

9.a

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO REGARDING ITS
INTENTION TO ISSUE TAX-EXEMPT
OBLIGATIONS

WHEREAS, the City Council of the City of Escondido (the "Issuer") desires to finance the costs of acquisition and construction of certain property and facilities associated with the Ballpark transaction which property and facilities are more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the Issuer intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, before the Obligations are issued, the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer, which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ESCONDIDO DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Issuer hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit "A" describes either the general character, type, purpose,

and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is \$50,000,000.

SECTION 3. This resolution is being adopted on or prior to the date (the "Expenditures Date or Dates") that the Issuer will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

SECTION 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided," is not applicable.

SECTION 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly (i) to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or (ii) to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was

originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this City Council is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 7. Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official

proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

SECTION 9. All the recitals in this Resolution are true and correct and this City Council so finds, determines and represents

SECTION 10. This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF PROJECT

- Construction of a Minor League Ballpark
- Purchase of property located at 480 North Spruce Street related to the construction of a minor league ballpark

A RESOLUTION OF THE COMMUNITY
DEVELOPMENT COMMISSION OF THE
CITY OF ESCONDIDO REGARDING ITS
INTENTION TO ISSUE TAX-EXEMPT
OBLIGATIONS

WHEREAS, the Community Development Commission of the City of Escondido (the "Issuer") desires to finance the costs of construction of certain property and facilities associated with the Ballpark transaction which property and facilities are more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the Issuer intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, before the Obligations are issued, the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer, which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations;

NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ESCONDIDO DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Issuer hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds

of the Obligations. Exhibit "A" describes either the general character, type, purpose, and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is \$50,000,000.

SECTION 3. This resolution is being adopted on or prior to the date (the "Expenditures Date or Dates") that the Issuer will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

SECTION 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided," is not applicable.

SECTION 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly (i) to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or (ii) to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any

entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this governing board is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 7. Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer

expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

SECTION 9. All the recitals in this Resolution are true and correct and this governing board so finds, determines and represents.

SECTION 10. The Secretary shall certify to the passage and adoption of this Resolution, which shall take effect immediately upon its adoption.

EXHIBIT "A"

DESCRIPTION OF PROJECT

- Construction of a Minor League Ballpark
- Purchase of property located at 480 North Spruce Street related to the construction of a minor league ballpark



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: January 26, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Director of Engineering Services
SUBJECT: Conduct a Public Hearing to Consider a Resolution of Necessity for Eminent Domain for the Construction of the Nordahl Bridge Replacement Project

RECOMMENDATION:

It is requested that Council adopt Resolution Numbers 2011-09, 10, 11, 12 & 13, Resolutions of Necessity authorizing initiation of an eminent domain action. The properties involved are identified as Assessor Parcel Numbers 226-112-27(KGD Enterprises, Inc.), 226-112-31(Pompo & Sokol) & 226-112-49 (Helix Reit), 228-360-38 (Robert & Pamela Bills) & 228-360-39 (Wells-CECO, LLP)

FISCAL ANALYSIS:

Costs of the eminent domain action will be paid out of project funds for the Nordahl Bridge Replacement Project.

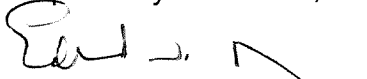
PREVIOUS ACTION:

On January 5, 2011, the City Council set this hearing date.

BACKGROUND:

This is the acquisition of permanent and temporary property rights required for construction of the Nordahl Bridge Replacement Project across portions of five parcels and five owners. Widening of the Nordahl Bridge is necessary to accommodate future traffic and fulfill requirements of the Palomar Pomerado Hospital Development Agreement. The bridge at Nordahl and State Highway 78 is also required to be lengthened to accommodate the future widening of State Highway 78. Staff has not received the required property rights from the owners and will continue its negotiations. However, it is recommended that the City adopt a Resolution of Necessity authorizing the City Attorney to initiate an eminent domain process in order to maintain the project schedule and allow the project to move forward.

Respectfully submitted,


Edward N. Domingue, P.E.
Director of Engineering Services

10.a

RESOLUTION NO. 2011-09

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE CITY ATTORNEY TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

HEARING DATE: January 26, 2011
KGD Enterprises, Inc.
APN 226-112-27

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

- (a) The public interest and necessity require the proposed project, namely, Nordahl Bridge Replacement Project, located at Nordahl Road and State Highway 78 and properties identified as Assessor Parcel Numbers 226-112-27 (City Council Resolution Number 2011-09); 226-112-31 (City Council Resolution Number 2011-10); 226-112-49 (City Council Resolution Number 2011-11); 228-360-38 (City Council Resolution Number 2011-12); and 228-360-39 (City Council Resolution Number 2011-13) in the City of Escondido.
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

(c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the legal descriptions and plat maps are attached as Exhibit "1" (2825 Auto Park Way, APN 226-112-27) and are incorporated by this reference.

SECTION 2. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. The property described in Exhibit "1" is being taken for the Nordahl Bridge Replacement Project, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Section 1240.010, and 1240.120;
- (c) Government Code Section 37350.5.

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owner or owners of record and has been refused by them.

SECTION 5. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "1," for the purposes of acquiring fee simple title to such property for public use.

This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 7. That acquisitions are authorized to be paid out of Transnet project funds for the Nordahl Bridge Replacement Project.

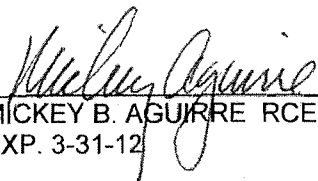
EXHIBIT "A"
PERMANENT ACQUISITION
APN 226-112-27

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 678, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON NOVEMBER 24, 1971 AS FILE/PAGE NO. 274703 BEING A DIVISION OF LOTS 1 AND 2 OF BLOCK 8 OF RANCHO LOS VALLECITOS DE SAN MARCOS, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE SOUTHEASTERLY LINE THEREOF NORTH 38°54'11" EAST 5.61 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 51°16'45" WEST 2.21 FEET;
2. THENCE NORTH 38°54'35" EAST 60.16 FEET TO THE BEGINNING OF A TANGENT 489.88-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
3. THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'55" A DISTANCE OF 94.18 FEET TO THE EASTERLY LINE OF SAID PARCEL 3;
4. THENCE ALONG SAID EASTERLY LINE SOUTH 7°45'51" EAST 0.35 FEET TO THE SOUTHEASTERLY LINE THEREOF;
5. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 27°38'38" WEST 11.91 FEET TO THE BEGINNING OF A TANGENT 449.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
6. THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHEASTERLY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 11°15'33" A DISTANCE OF 88.23 FEET;
7. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 38°54'11" WEST 54.16 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 251 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-10-10



EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 226-112-27

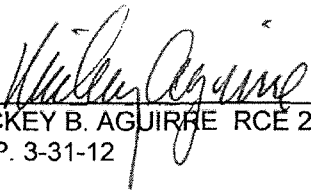
THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 678, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON NOVEMBER 24, 1971 AS FILE/PAGE NO. 274703 BEING A DIVISION OF LOTS 1 AND 2 OF BLOCK 8 OF RANCHO LOS VALLECITOS DE SAN MARCOS, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3;

1. THENCE ALONG THE SOUTHWESTERLY LINE THEREOF NORTH 51°15'41" WEST 27.22 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 38°54'35" EAST 58.03 FEET;
3. THENCE SOUTH 53°17'23" EAST 22.31 FEET;
4. THENCE NORTH 36°55'27" EAST 15.78 FEET;
5. THENCE NORTH 35°45'20" EAST 16.39 FEET;
6. THENCE NORTH 54°36'23" WEST 26.50 FEET TO THE BEGINNING OF A NON-TANGENT 459.88-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°01'36" EAST;
7. THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°46'49" A DISTANCE OF 62.45 FEET;
8. THENCE NORTH 46°36'47" WEST 10.39 FEET;
9. THENCE NORTH 29°06'51" WEST 15.93 FEET;
10. THENCE NORTH 60°09'16" WEST 33.10 FEET;
11. THENCE NORTH 39°48'03" WEST 21.02 FEET;
12. THENCE NORTH 53°23'53" WEST 8.85 FEET;
13. THENCE NORTH 57°27'00" WEST 8.23 FEET;
14. THENCE NORTH 51°28'14" WEST 22.05 FEET;
15. THENCE NORTH 38°22'47" EAST 38.11 FEET;
16. THENCE NORTH 47°10'54" WEST 3.42 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 3;
17. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°23'07" EAST 5.04 FEET TO THE NORTHEASTERLY LINE THEREOF;
18. THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 47°10'54" EAST 117.41 FEET TO THE EASTERLY LINE THEREOF;
19. THENCE ALONG SAID EASTERLY LINE SOUTH 7°45'51" EAST 45.98 FEET TO THE BEGINNING OF A NON-TANGENT 489.88-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 62°06'20" EAST;
20. THENCE LEAVING SAID EASTERLY LINE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'55" A DISTANCE OF 94.18 FEET;

21. THENCE SOUTH 38°54'35" WEST 60.16 FEET;
22. THENCE SOUTH 51°16'45" EAST 2.21 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3;
23. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 38°54'11" WEST 5.61 FEET TO THE **POINT OF BEGINNING**.

AREA = 8,715 SQUARE FEET, MORE OR LESS.

 6-10-10
MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

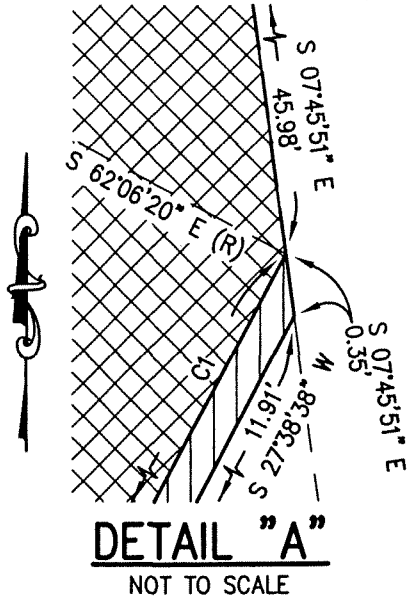


MATCH LINE SHEET 3

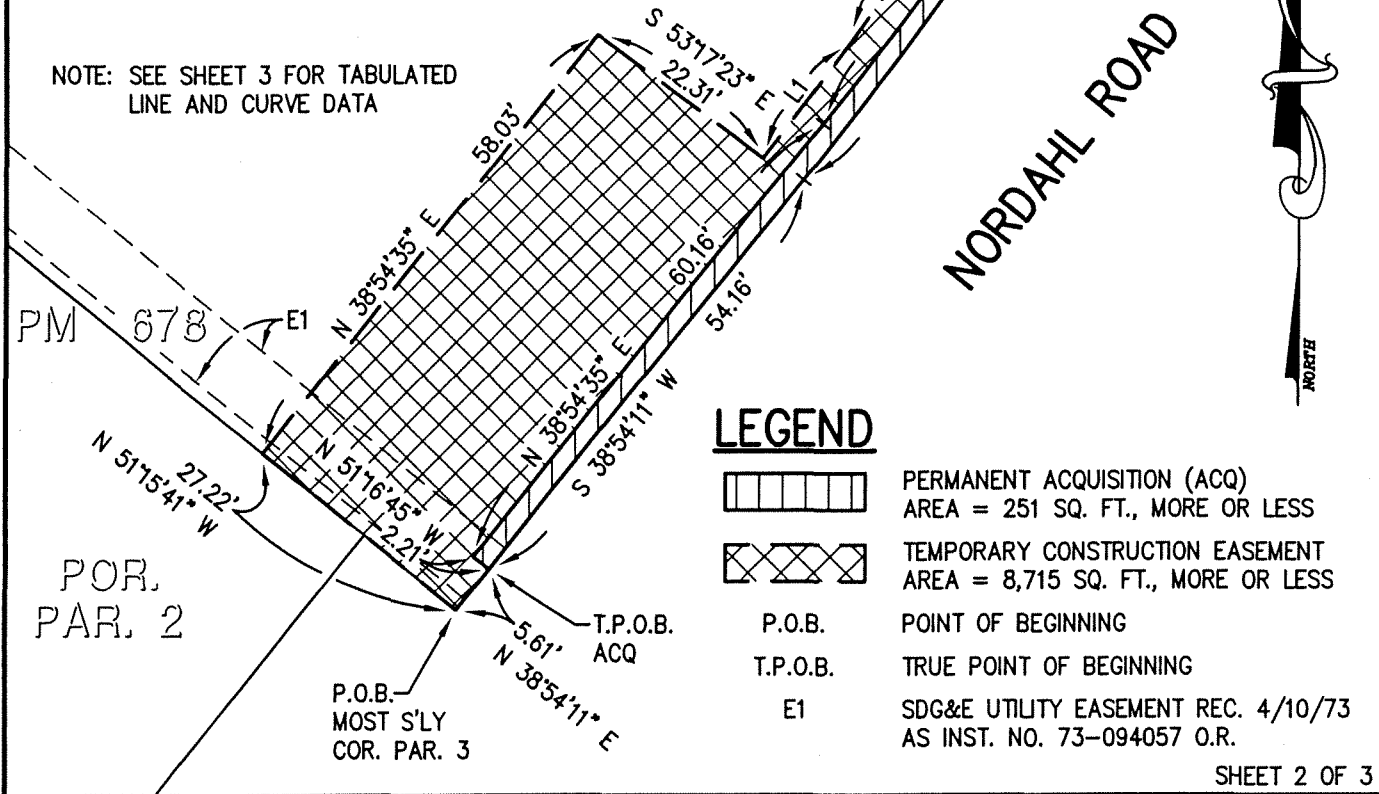
ACCESS CONTROL PER
 INST. NO. 186705 O.R. REC. 9-16-60
 INST. NO. 76538 O.R. REC. 5-02-63

PAR. 3
 APN 226-112-27



SEE DETAIL THIS SHEET



NOTE: SEE SHEET 3 FOR TABULATED LINE AND CURVE DATA



LEGEND

-  PERMANENT ACQUISITION (ACQ)
AREA = 251 SQ. FT., MORE OR LESS
-  TEMPORARY CONSTRUCTION EASEMENT
AREA = 8,715 SQ. FT., MORE OR LESS
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- E1 SDG&E UTILITY EASEMENT REC. 4/10/73
AS INST. NO. 73-094057 O.R.

SHEET 2 OF 3

REVISED BY	KA	DATE	6-15-10
APPROVED BY		DATE	
CHECKED BY	MA	DATE	5-20-10
DRAWN BY	KA	DATE	5-20-10

CITY OF ESCONDIDO

EXHIBIT "B"
 PERMANENT ACQUISITION AND
 TEMPORARY CONSTRUCTION EASEMENT
 APN 226-112-27

SCALE	1" = 20'
REF.	
TRACING NO.	

LEGEND



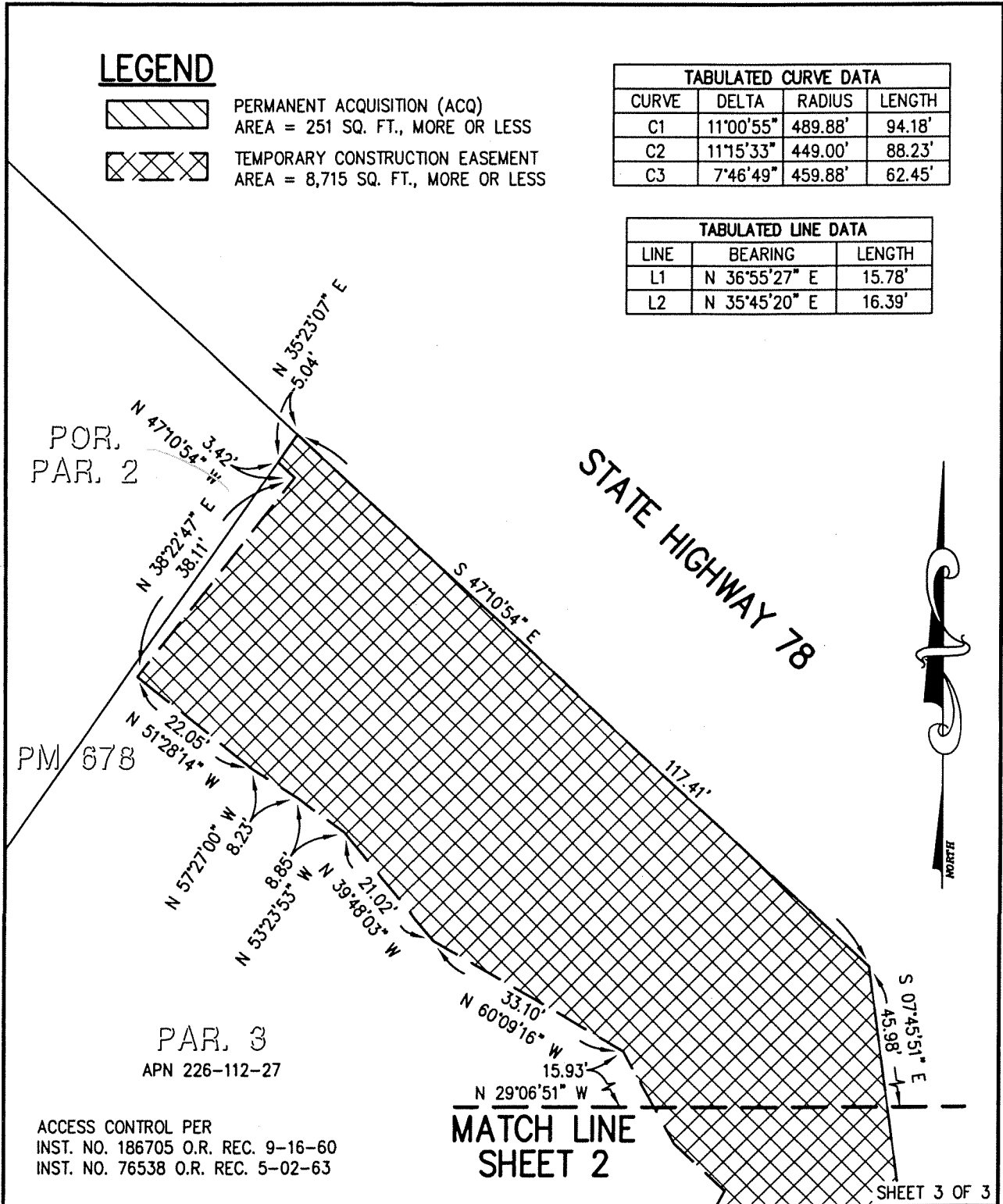
PERMANENT ACQUISITION (ACQ)
 AREA = 251 SQ. FT., MORE OR LESS



TEMPORARY CONSTRUCTION EASEMENT
 AREA = 8,715 SQ. FT., MORE OR LESS

TABULATED CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	11°00'55"	489.88'	94.18'
C2	11°15'33"	449.00'	88.23'
C3	7°46'49"	459.88'	62.45'

TABULATED LINE DATA		
LINE	BEARING	LENGTH
L1	N 36°55'27" E	15.78'
L2	N 35°45'20" E	16.39'



POR.
 PAR. 2

STATE HIGHWAY 78

PM 678

PAR. 3
 APN 226-112-27

ACCESS CONTROL PER
 INST. NO. 186705 O.R. REC. 9-16-60
 INST. NO. 76538 O.R. REC. 5-02-63

MATCH LINE
 SHEET 2

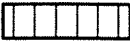

SHEET 3 OF 3

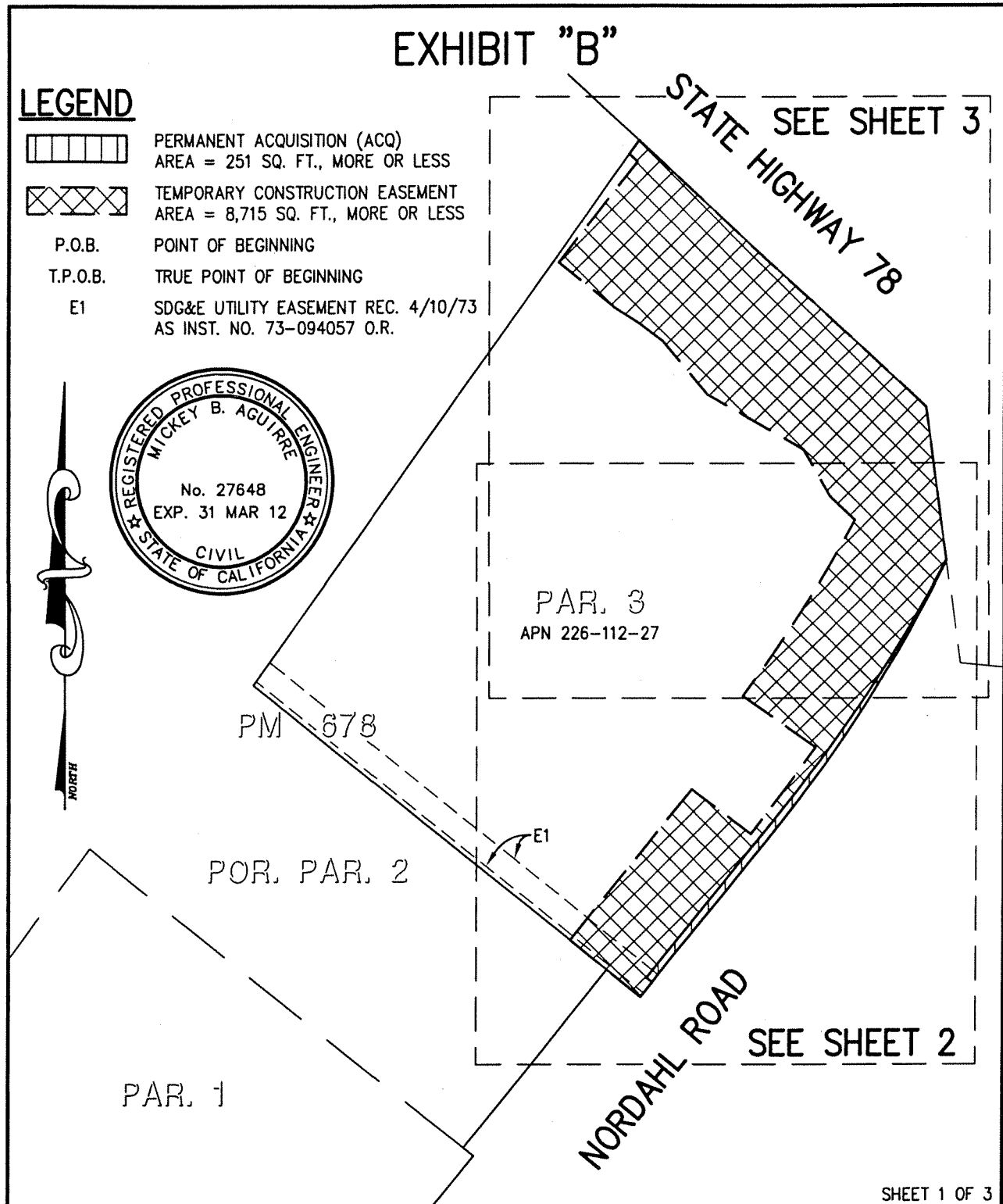
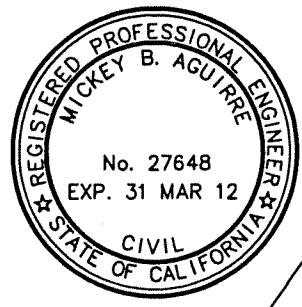


REVISED BY KA	DATE 6-15-10	CITY OF ESCONDIDO EXHIBIT "B" PERMANENT ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT APN 226-112-27	SCALE 1" = 20'
APPROVED BY	DATE		REF.
CHECKED BY MA	DATE 5-20-10		TRACING NO.
DRAWN BY KA	DATE 5-20-10		

EXHIBIT "B"

LEGEND

-  PERMANENT ACQUISITION (ACQ)
AREA = 251 SQ. FT., MORE OR LESS
-  TEMPORARY CONSTRUCTION EASEMENT
AREA = 8,715 SQ. FT., MORE OR LESS
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- E1 SDG&E UTILITY EASEMENT REC. 4/10/73
AS INST. NO. 73-094057 O.R.



SHEET 1 OF 3

REVISED BY	KA	DATE	6-15-10	CITY OF ESCONDIDO EXHIBIT "B" PERMANENT ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT APN 226-112-27	SCALE	1" = 40'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	5-20-10		TRACKING NO.	
DRAWN BY	KA	DATE	5-20-10			

RESOLUTION NO. 2011-10

10.b

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE CITY ATTORNEY TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

HEARING DATE: January 26, 2011
Vincent N. and Pamela A. Pompo, and Richard T. Sokol
APN 226-112-31

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

- (a) The public interest and necessity require the proposed project, namely, Nordahl Bridge Replacement Project, located at Nordahl Road and State Highway 78 and properties identified as Assessor Parcel Numbers 226-112-31 (City Council Resolution Number 2011-10); 226-112-27 (City Council Resolution Number 2011-09); 226-112-49 (City Council Resolution Number 2011-11); 228-360-38 (City Council Resolution Number 2011-12); and 228-360-39 (City Council Resolution Number 2011-13) in the City of Escondido.
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

(c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the legal description and plat map are attached as Exhibit "1" (2126 Mission Road, APN 226-112-31) and are incorporated by this reference).

SECTION 2. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. The property described in Exhibit "1" is being taken for the Nordahl Bridge Replacement Project, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Section 1240.010, and 1240.120;
- (c) Government Code Section 37350.5.

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owner or owners of record and has been refused by them.

SECTION 5. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "1," for the purposes of acquiring fee simple title to such property for public use.

This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 7. That acquisitions are authorized to be paid out of Transnet project funds for the Nordahl Bridge Replacement Project.

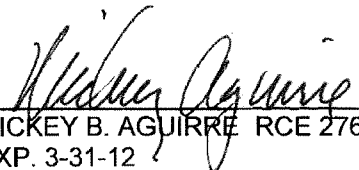
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 226-112-31

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 1074, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 1, 1972 AS INSTRUMENT NO. 293083 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

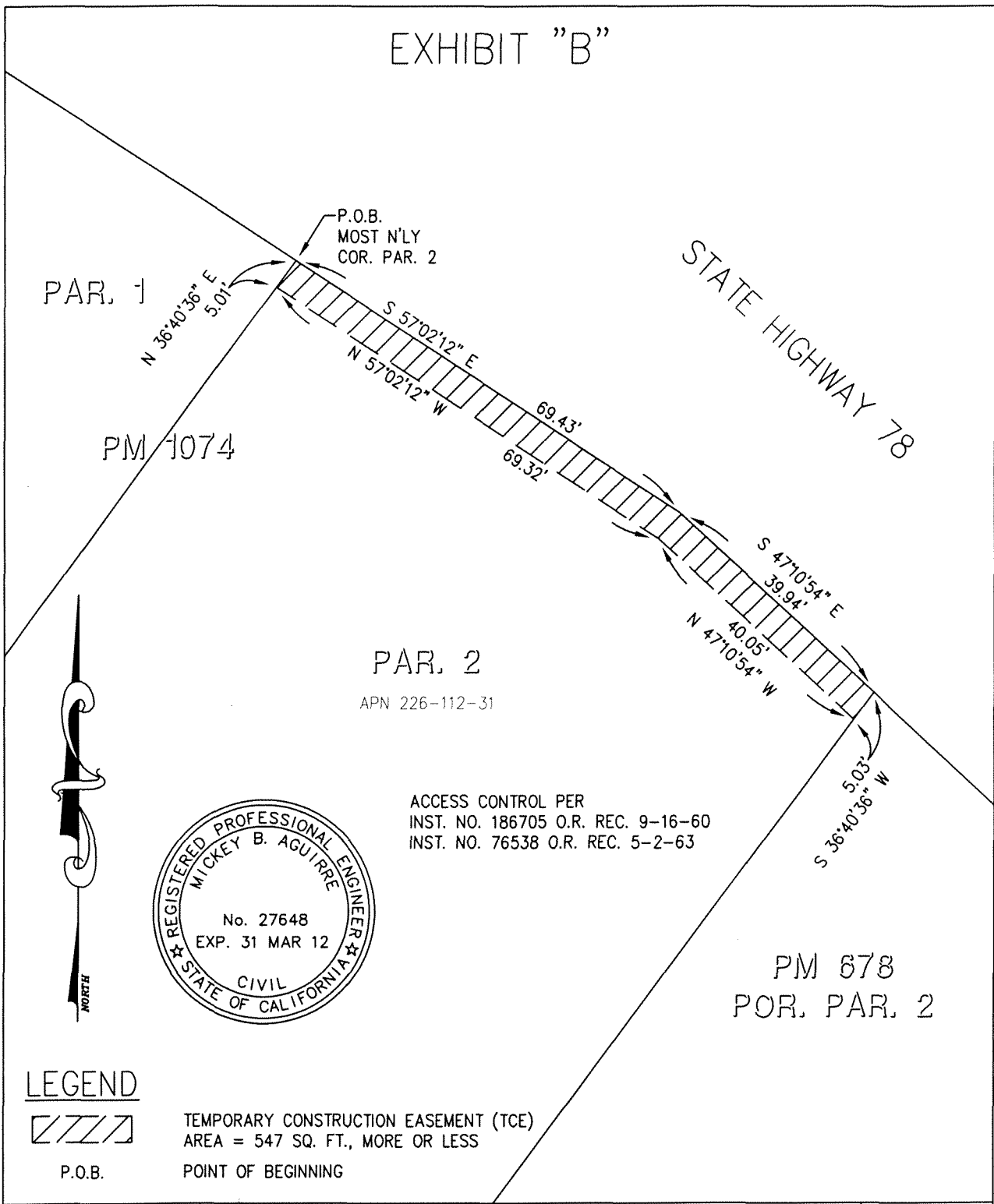
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

1. THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 57°02'12" EAST 69.43 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 47°10'54" EAST 39.94 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2;
3. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 36°40'36" WEST 5.03 FEET;
4. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 47°10'54" WEST 40.05 FEET;
5. THENCE NORTH 57°02'12" WEST 69.32 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;
6. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°40'36" EAST 5.01 FEET TO THE **POINT OF BEGINNING**.

AREA = 547 SQUARE FEET, MORE OR LESS.

 6-10-10
MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12





REVISED BY	KA	DATE	6-15-10	CITY OF ESCONDIDO	SCALE	1" = 20'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	5-21-10	EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 226-112-31	TRACING NO.	
DRAWN BY	KA	DATE	5-21-10			

RESOLUTION NO. 2011-11

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE CITY ATTORNEY TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

HEARING DATE: January 26, 2011
Helix REIT
APN 226-112-49

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

(a) The public interest and necessity require the proposed project, namely, Nordahl Bridge Replacement Project, located at Nordahl Road and State Highway 78 and properties identified as Assessor Parcel Numbers 226-112-49 (City Council Resolution Number 2011-11), 226-112-27 (City Council Resolution Number 2011-09); 226-112-31 (City Council Resolution Number 2011-10); 228-360-38 (City Council Resolution Number 2011-12); and 228-360-39 (City Council Resolution Number 2011-13) in the City of Escondido.

(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

(c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the legal description and plat map are attached as Exhibit "1" (2120 Mission Road, APN 226-112-49) and are incorporated by this reference.

SECTION 2. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. The property described in Exhibit "1" is being taken for the Nordahl Bridge Replacement Project, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Section 1240.010, and 1240.120;
- (c) Government Code Section 37350.5.

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owner or owners of record and has been refused by them.

SECTION 5. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "1," for the purposes of acquiring fee simple title to such property for public use.

This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 7. That acquisitions are authorized to be paid out of Transnet project funds for the Nordahl Bridge Replacement Project.

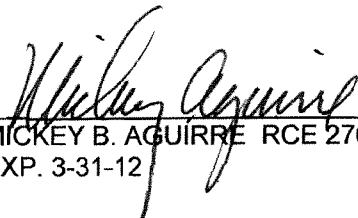
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 226-112-49

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 678, IN THE CITY ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY OF RECORDER OF SAN DIEGO COUNTY NOVEMBER 24, 1973, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

1. THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 47°10'54" EAST 191.72 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2;
2. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35°23'07" WEST 5.04 FEET;
3. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 47°10'54" WEST 191.83 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;
4. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°40'36" EAST 5.03 FEET TO THE **POINT OF BEGINNING**.

AREA = 959 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



EXHIBIT "B"

PM 1074
 PAR. 2

P.O.B.
 MOST N'LY
 COR. PAR. 2

N 36°40'36" E
 5.03'

STATE HIGHWAY 78

S 47°10'54" E
 N 47°10'54" W

ACCESS CONTROL PER
 INST. NO. 186705 O.R. REC. 9-16-60

191.72'
 191.83'

PAR. 2
 APN 226-112-49



S 35°23'07" W
 5.04'

PM 678

PAR. 3

LEGEND



TEMPORARY CONSTRUCTION EASEMENT (TCE)
 AREA = 959 SQ. FT., MORE OR LESS

P.O.B.

POINT OF BEGINNING

REVISED BY	KA	DATE	6-15-10
APPROVED BY		DATE	
CHECKED BY	MA	DATE	5-21-10
DRAWN BY	KA	DATE	5-21-10

CITY OF ESCONDIDO

SCALE
 1" = 30'

EXHIBIT "B"
 TEMPORARY CONSTRUCTION EASEMENT
 APN 226-112-49

REF.
 TRACING NO.

RESOLUTION NO. 2011-12

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE CITY ATTORNEY TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

HEARING DATE: January 26, 2011
Robert S. and Pamela A. Bills
APN 228-360-38

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

- (a) The public interest and necessity require the proposed project, namely, Nordahl Bridge Replacement Project, located at Nordahl Road and State Highway 78 and properties identified as Assessor Parcel Numbers 228-360-38 (City Council Resolution Number 2011-12); 226-112-27 (City Council Resolution Number 2011-09); 226-112-31 (City Council Resolution Number 2011-10); 226-112-49 (City Council Resolution Number 2011-11); and 228-360-39 (City Council Resolution Number 2011-13) in the City of Escondido.
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

(c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the legal descriptions and plat maps are attached as Exhibit "1" (2838 Auto Park Way, APN 228-360-38) and are incorporated by this reference.

SECTION 2. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. The property described in Exhibit "1" is being taken for the Nordahl Bridge Replacement Project, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Section 1240.010, and 1240.120;
- (c) Government Code Section 37350.5.

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owner or owners of record and has been refused by them.

SECTION 5. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "1," for the purposes of acquiring fee simple title to such property for public use.

This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 7. That acquisitions are authorized to be paid out of Transnet project funds for the Nordahl Bridge Replacement Project.

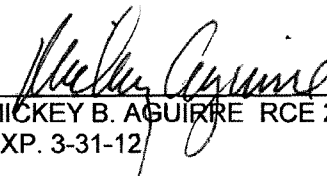
EXHIBIT "A"
PERMANENT ACQUISITION
APN 228-360-38

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO. 1991-0582407 OF OFFICIAL RECORDS;

1. THENCE ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8 SOUTH 62°23'17" EAST 2.39 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 27°39'01" WEST 2.22 FEET;
3. THENCE NORTH 62°20'59" WEST 2.39 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
4. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 2.22 FEET TO THE **POINT OF BEGINNING**.

AREA = 5 SQUARE FEET, MORE OR LESS.



MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12



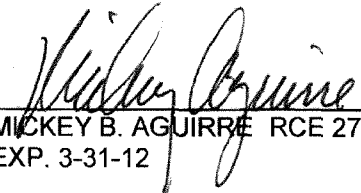
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 228-360-38

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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1. THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 62°23'17" EAST 7.54 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 27°39'01" WEST 12.90 FEET TO THE BEGINNING OF A NON-TANGENT 15.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 11°17'34" WEST;
3. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°31'06" A DISTANCE OF 12.70 FEET;
4. THENCE SOUTH 30°11'20" WEST 43.79 FEET TO THE BEGINNING OF A TANGENT 571.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
5. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°44'46" A DISTANCE OF 87.16 FEET;
6. THENCE SOUTH 38°56'06" WEST 16.65 FEET;
7. THENCE SOUTH 51°03'54" EAST 7.00 FEET;
8. THENCE SOUTH 38°56'06" WEST 22.44 FEET;
9. THENCE NORTH 51°05'25" WEST 10.00 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
10. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 38°56'06" EAST 39.10 FEET TO THE BEGINNING OF A TANGENT 568.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
11. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°16'53" A DISTANCE OF 111.84 FEET;
12. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 40.17 FEET;
13. THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 62°20'59" EAST 2.39 FEET;
14. THENCE NORTH 27°39'01" EAST 2.22 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 879 SQUARE FEET, MORE OR LESS.



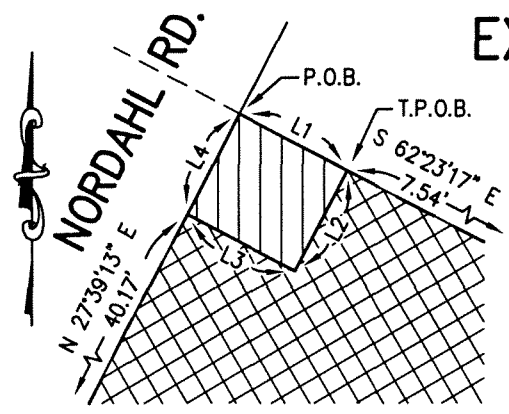
MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



EXHIBIT "B"

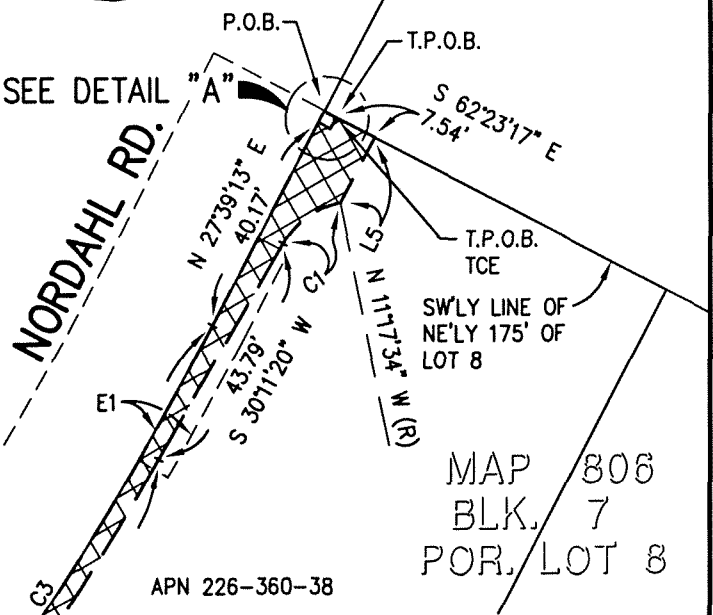
STATE HIGHWAY 78



DETAIL "A"
 NOT TO SCALE

TABULATED CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	48°31'06"	15.00'	12.70'
C2	8°44'46"	571.00'	87.16'
C3	11°16'53"	568.00'	111.84'

TABULATED LINE DATA		
LINE	BEARING	LENGTH
L1	S 62°23'17" E	2.39'
L2	S 27°39'01" W	2.22'
L3	N 62°20'59" W	2.39'
L4	N 27°39'13" E	2.22'
L5	S 27°39'01" W	12.90'



MAP 806
 BLK. 7
 POR. LOT 8

APN 226-360-38

PUBLIC STREET EASEMENT
 REC. 11/12/91 AS DOC.
 NO. 1991-0582-407 O.R.



LEGEND

- PERMANENT ACQUISITION
AREA = 5 SQ. FT., MORE OR LESS
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 879 SQ. FT., MORE OR LESS
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- E1 SDG&E UTILITY EASEMENT REC. 4/21/92
AS INST. NO. 1992-0232368 O.R.

REVISED BY	KA	DATE	6-15-10	CITY OF ESCONDIDO	SCALE	1" = 30'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	6-10-10	EXHIBIT "B" PERMANENT ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT APN 228-360-38	TRACING NO.	
DRAWN BY	KA	DATE	6-10-10			

RESOLUTION NO. 2011-13

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE CITY ATTORNEY TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

HEARING DATE: January 26, 2011
Wells-CECO, LLP
APN 228-360-39

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

- (a) The public interest and necessity require the proposed project, namely, Nordahl Bridge Replacement Project, located at Nordahl Road and State Highway 78 and properties identified as Assessor Parcel Numbers 228-360-39 (City Council Resolution Number 2011-13); 226-112-27 (City Council Resolution Number 2011-09); 226-112-31 (City Council Resolution Number 2011-10); 226-112-49 City Council Resolution Number 2011-X11); and 228-360-38 (City Council Resolution Number 2011-12) in the City of Escondido.
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

(c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the legal descriptions and plat map are attached as Exhibit "1" (1980 Mission Road, APN 228-360-39) and are incorporated by this reference.

SECTION 2. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. The property described in Exhibit "1" is being taken for the Nordahl Bridge Replacement Project, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Section 1240.010, and 1240.120;
- (c) Government Code Section 37350.5.

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owner or owners of record and has been refused by them.

SECTION 5. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "1," for the purposes of acquiring fee simple title to such property for public use.

This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 7. That acquisitions are authorized to be paid out of Transnet project funds for the Nordahl Bridge Replacement Project.

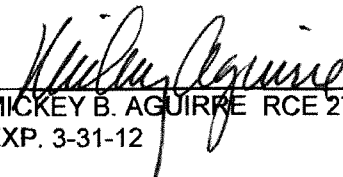
EXHIBIT "A"
PERMANENT ACQUISITION
APN 228-360-39

THAT PORTION OF THE NORTHEASTERLY 175.00 FEET OF LOT 8 IN BLOCK 7, RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED FEBRUARY 18, 1992 AS DOCUMENT NO. 1992-0085872 OF OFFICIAL RECORDS;

1. THENCE ALONG THE NORTHERLY LINE OF LAND PER DEED RECORDED JULY 13, 1987 AS DOCUMENT NO. 87-391786 OF OFFICIAL RECORDS NORTH 81°35'07" EAST 2.96 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 27°39'01" WEST 32.30 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8;
3. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°23'17" WEST 2.39 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
4. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 30.56 FEET TO THE **POINT OF BEGINNING**.

AREA = 75 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



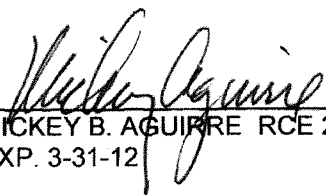
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 228-360-39

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1. THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 81°35'07" EAST 21.80 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 72°13'54" EAST 31.49 FEET;
3. THENCE LEAVING SAID NORTHERLY LINE SOUTH 17°40'34" WEST 5.00 FEET;
4. THENCE NORTH 72°13'54" WEST 30.67 FEET;
5. THENCE SOUTH 80°57'55" WEST 14.66 FEET;
6. THENCE SOUTH 27°39'01" WEST 31.59 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8;
7. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°23'17" WEST 7.54 FEET;
8. THENCE LEAVING SAID SOUTHERLY LINE NORTH 27°39'01" EAST 32.30 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 486 SQUARE FEET, MORE OR LESS.

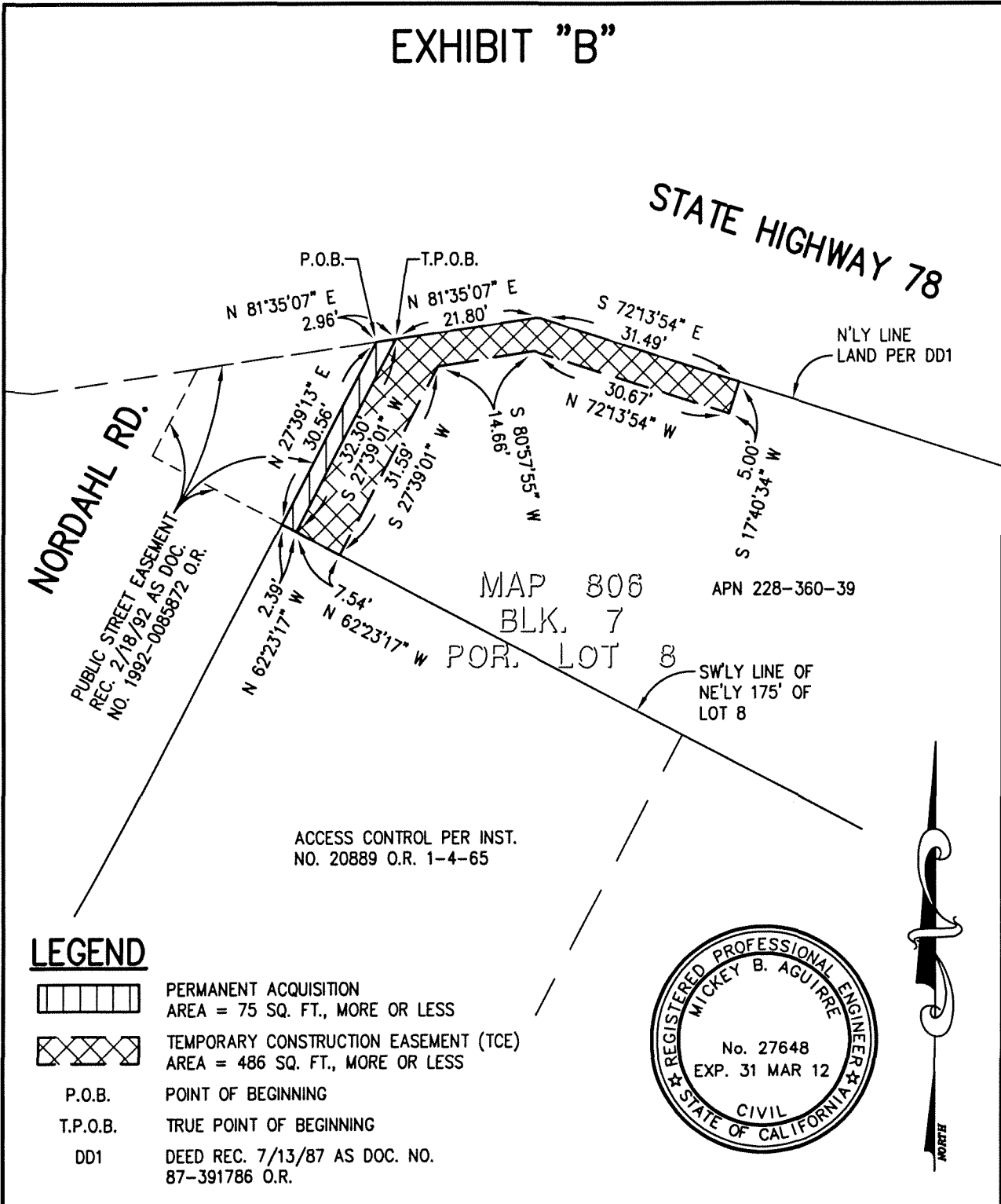


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



EXHIBIT "B"



REVISED BY	KA	DATE	6-15-10	CITY OF ESCONDIDO	SCALE	1" = 20'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	6-10-10	EXHIBIT "B" PERMANENT ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT APN 228-360-39	TRACING NO.	
DRAWN BY	KA	DATE	6-10-10			



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Rich Buquet, Neighborhood Services Manager

SUBJECT: Approve amendment to the FY 2010-2011 One-Year Action Plan for Community Development Block Grant (CDBG)

RECOMMENDATION:

Conduct a public hearing to receive public comment and approve an amendment to the FY 2010-2011 One-Year Action Plan for CDBG to allocate \$20,000 in CDBG funds: \$10,000 to the Escondido Children's Museum to provide a supplemental education program to elementary schools in the Mission Park neighborhood; and \$10,000 to create an "Exceptional Promise Club" scholarship enhancement program within the Escondido Recreation Division.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of CDBG program funding from the U.S. Department of Housing and Urban Development (HUD). All program and program administration expenses are paid with CDBG funds and do not impact the General Fund.

PREVIOUS ACTION:

On March 24, 2010, City Council approved the FY 2010-2011 One-Year Action Plan for CDBG funds based on an estimated allocation of \$1,732,912. On March 30, 2010, the City received its actual CDBG allocation amount of \$1,874,335, which provided an additional \$21,250 in funds eligible for use on public service projects. Public services may be funded with up to 15% of an entitlement community's total CDBG allocation.

On April 28, 2010, City Council approved an amendment to the FY 2010-2011 One-Year Action Plan for CDBG allocating \$20,000 in public service funds to use as matching funds for the Escondido Charitable Foundation's Civil Society grant, if awarded. The City did not win the grant award, and the funds remain unallocated.

BACKGROUND:

As mandated by HUD, CDBG-funded activities must meet at least one of three national objectives:

- 1) Serve low and moderate income individuals and families;
- 2) Address an urgent need (such as in an emergency or natural disaster); and/or
- 3) Eliminate slum and blight.

Traditionally, all CDBG-funded activities undertaken by the City of Escondido have addressed the first national objective of serving low and moderate income individuals and families.

The Escondido Children's Museum has submitted a request for CDBG funds to provide a supplemental education program to K-4 students attending schools in low-income neighborhoods in Escondido. The proposed program will provide approximately 1,200 low-income elementary students and their teachers/chaperones admission to the Escondido Children's Museum for two hours of interactive learning, dependent on transportation costs. These visits will be tailored to complement teachers' lesson plans throughout the year as well as state standardized testing. The visits will provide economically challenged students who may not otherwise have this opportunity with increased learning experiences and exposure to hands-on science and multi-cultural activities.

The "Exceptional Promise Club" (EPC) will provide bridge scholarship funding to low-income athletes who show exceptional promise in athletic activities, as identified by City recreation staff. Building on the success of the Share a Dream scholarship program, which is based solely on income and has a cap of \$150 per family annually, the EPC will be based on ability, merit and potential, as well as income. The program will focus on empowering promising young athletes to pursue more advanced athletic goals. Specifically, the success of the CDBG-funded Learn to Swim program, approved by City Council in FY 2009-2010, has led to an increased number of low-income young people becoming more interested in advancing their aquatics skills. Through the EPC, those young athletes would have an opportunity to pursue advanced athletic goals, such as joining the Escondido Swim Club, for which costs might normally be prohibitive.

If these recommendations are not approved by City Council, the funds will remain in the CDBG unallocated fund balance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Buquet", with a long horizontal flourish extending to the right.

Rich Buquet
Neighborhood Services Manager

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: January 26, 2011

TO: Honorable Mayor and Members of the City Council
FROM: Lori Vereker, Director of Utilities
SUBJECT: Rate Study Results and Water and Wastewater Rate Adjustments 2011 - 2015

RECOMMENDATION:

It is requested that Council receive the results of the rate study and approve the Water and Wastewater rate adjustments as described for calendar year 2011 in Resolution 2011-03(R). Rate adjustments for subsequent years will be noticed in accordance with Proposition 218 requirements and will be brought to Council for a rate hearing.

FISCAL ANALYSIS:

The recommendations for adjustments in water, wastewater and recycled water rates presented in this report and resolution 2011-03 are based on the Water and Wastewater Rate Study completed by Raftelis Financial Consultants. The report is available on line at <http://www.escondido.org/Data/Sites/1/pdfs/Utilities/WaterAndWastewaterRateStudyReport.pdf>. The rate study included an evaluation of the costs to provide service to each user category and recommendations to adjust rates accordingly. Rates were developed through analysis and evaluation of revenues and expenditures for 2011 - 2015. The rates developed are necessary to provide safe, reliable and sustainable water and wastewater service to our customers. The rates, as developed, would result in the following changes to an average residential customer over the five year period:

Sample SFR Bill	Existing		Proposed Bill				
	Bill	2011	2012	2013	2014	2015	
Meter Charge	\$ 18.06	\$ 19.63	\$ 21.40	\$ 23.33	\$ 25.20	\$ 27.22	
Commodity Charge	\$ 55.45	\$ 58.17	\$ 63.49	\$ 69.30	\$ 74.96	\$ 81.00	
Subtotal	\$ 73.51	\$ 77.80	\$ 84.89	\$ 92.63	\$ 100.16	\$ 108.22	
MWD and CWA Charge	\$ 4.37	\$ 4.80	\$ 5.42	\$ 5.97	\$ 6.58	\$ 6.89	
SUBTOTAL WATER BILL	\$ 77.88	\$ 82.60	\$ 90.31	\$ 98.60	\$ 106.74	\$ 115.11	
Wastewater Charge	\$ 43.09	\$ 36.85	\$ 36.85	\$ 39.06	\$ 41.40	\$ 43.88	
TOTAL BILL	\$ 120.97	\$ 119.45	\$ 127.16	\$ 137.66	\$ 148.14	\$ 158.99	
% Increase		-1.3%	6.5%	8.3%	7.6%	7.3%	

The rates called out in Resolution 2011-03 would be effective no earlier than February 1, 2011

Debt Coverage

Debt coverage is a prime consideration in the rate case. The first few years will be critical in terms of rates in order to maintain the required debt coverage for our current bonds. Failure to meet the minimum debt coverage will technically be a default on the bond covenant. A default would result in difficulty and/or increased cost in obtaining bond issuance for upcoming years and delays in capital improvements for wastewater capacity, downtown infrastructure, and other capital projects.

Operating Cost and Efficiency

Operating costs for wastewater have declined by almost \$1.8M (9.4%) in the past two years. Conversely, increased commodity cost for purchased water has overcome other budgetary reductions in the water budget, resulting in an increase in O&M costs in the water budget of \$1.7M. If the purchased water costs are removed, the O&M budget for water decreased by ~\$2.6M between FY 2009 and FY2010. Actions taken to secure budgetary savings included a reorganization, an overall reduction in city staff salaries and benefits, a review and subsequent reduction in chemical costs, and an attempt to hold or defer costs for equipment and capital where possible.

Proposed Water Rates

Water rates are proposed to increase by 9% as of February 1, 2011.

Proposed Wastewater Rates

There are no proposed rate adjustments for wastewater at this time. However, a change in the structure itself is proposed, moving from a fixed rate monthly charge to a flow based charge. In addition, the rate study found that rates for various commercial accounts had to be adjusted in order to fairly allocate costs based on strength of the wastewater. Details of those adjustments can be found in Resolution 2011-03.

Recycled Water

Recycled water rates are proposed to remain at 90% of the lowest residential potable rate. This equates to a rate of \$3.13 per thousand gallons.

RATE COMPARISONS:

The City's rate consultant conducted a water and wastewater rate survey between the City's rates and those of neighboring and comparable agencies in San Diego County. Rate surveys can provide insights into a utility's pricing policies related to service. The results of those rate comparisons can be found in the full rate study report located on the City's website. In general, the water rates are in the

Water and Wastewater Rates and Fees

January 26, 2011

Page 3

middle of the range of comparisons while the wastewater rates are on the lower end compared to other agencies.

PROPOSITION 218 NOTIFICATION and PUBLIC WORKSHOPS:

In compliance with Article XIID of the California State constitution and the Proposition 218 Omnibus Implementation Act, the City of Escondido mailed a notification of the proposed Water and Wastewater rate adjustments to all utility customers 45 days prior to the date of the rate hearing. Written protests to the rate adjustments have been collected through the City Clerk's office.

Any delay in approving the proposed rates will result in a net increase in the rate required for debt coverage during this first year, and possibly subsequent years as well. The current proposed rates have been noticed consistent with Proposition 218, and if higher rates are necessary later, additional notices under Proposition 218, as well as public hearings, will be required. In addition, all of the staff and consultant work on the current proposal has been conducted to meet the requirements of Proposition 218, which requires that rates and fees be justified by the costs to provide the service. Rates different from those proposed, whether adopted now or in the future, would have to meet the same legal test for relationship between the commodities and services provided, and the costs to provide these commodities and services.

Respectfully submitted,



Lori Vereker
Director of Utilities

RESOLUTION NO. 2011-03(R)

12

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ESTABLISHING NEW WATER USE RATES,
SERVICE CHARGES AND CONNECTION
FEES, AND WASTEWATER SERVICE
CHARGES

WHEREAS, the Escondido Municipal Code authorizes the City Council to set and adjust water and wastewater rates and service charges from time to time by duly adopted resolution; and

WHEREAS, the City Council previously directed staff to review and analyze the costs of providing services related to such fees on a regular basis; and

WHEREAS, staff contracted with Raftelis Financial Consultants, Inc. to do a thorough analysis of the cost of providing services related to such fees and conducted a review of the burdens, effects and costs of new development and the commensurate cost of offsetting such impacts, and has provided such analysis to the City Council in the staff reports in conjunction with this Resolution; and

WHEREAS, City staff has corresponded with representatives of the public, and the business and farming community, and the City Council has conducted a public hearing and has considered comments and input from interested parties; and

WHEREAS, 45 days prior to the public hearing, the proposed fees were noticed to all water and wastewater customers in accordance with Proposition 218; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to establish new rates and fee schedules for 2011.

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 rates and fees set forth in Exhibit "1," attached to this resolution and incorporated by this reference, will supersede all prior rates and fees for connections and services as set forth on the Exhibit.
3. That the rates and fees set forth in Exhibit "1" for year 2011 will be effective for all charges that become due on or after February 1, 2011.
4. That rate and fee adjustments for years beyond 2011 will be noticed according to Proposition 218 requirements and will be brought before Council for a public hearing.
5. That the Agriculture Use Rate factors in discounts from the Metropolitan Water District Interim Agriculture Water Program (IAWP), the San Diego County Water Authority Special Agriculture Water Rate (SAWR), and the City of Escondido Agriculture Discount.
6. That as the IAWP and/or the SAWR programs are phased out, customers may opt out of such programs on an annual basis at which time their rate will be modified. Customers choosing to opt out of both the IAWP and the SAWR, will revert either to the Residential Agriculture Rate or the Single Family Residential Rate. Customers choosing to opt out of only the IAWP program will still receive the SAWR and/or City of Escondido discounts as applied to the Tier 2 Single Family Residential Rate.

7. That agriculture customers have been notified and provided with all relevant materials regarding the restrictions on water use identified in the IAWP and the SAWR programs, including that the restrictions of such programs may be applied if they choose to continue participation in either the IAWP or the SAWR programs.

8. That the City of Escondido Agriculture Discount shall only apply to customers participating in either or both the IAWP and the SAWR.

Este aviso está disponible en español. Se puede encontrar en Utility Billing dentro de City Hall o por medio de Internet en www.escondido.org.

NOTICE OF PUBLIC HEARING ON PROPOSED CHANGE IN WATER AND WASTEWATER RATES AND FEES

The City of Escondido (City) will conduct a public hearing on January 12, 2011 at 7:00 p.m. at 201 North Broadway, Escondido, California 92025 in the City Council Chambers to consider the adoption of changes in water and wastewater rates.

Background and General Information

Based on its commitment to long-term planning and appropriate investment, the City recently conducted a water services Rate Study (Study) which evaluated service and infrastructure needs, operational costs, and the fairness of the rate structure. As a result of this study, the City has determined that fairness adjustments are necessary, and rate increases will be required to avoid water shortages, operational deficits, depletion of financial reserves, and potential infrastructure failures. The proposed rate increases will occur over the next five years beginning in 2011.

Example of Bill Changes in Years 2011 - 2015 for a Single Family Residence (SFR)

The following table provides estimates for the water and wastewater bill changes over the next five years. They include the needed rate increases and fairness adjustments described below. The water bill estimates are based on a typical residential customer with a 5/8-in or 3/4-in meter and monthly usage of 15,000 gallons. The wastewater bill estimates are for a single family residence using an average of 7,000 gallons of water during the winter months of December through March.

Sample SFR Bill	Existing		Proposed Bill				
	Bill	2011	2012	2013	2014	2015	
Meter Charge	\$ 18.06	\$ 19.63	\$ 21.40	\$ 23.33	\$ 25.20	\$ 27.22	
Commodity Charge	\$ 55.45	\$ 58.17	\$ 63.49	\$ 69.30	\$ 74.96	\$ 81.00	
Subtotal	\$ 73.51	\$ 77.80	\$ 84.89	\$ 92.63	\$ 100.16	\$ 108.22	
MWD and CWA Charge	\$ 4.37	\$ 4.80	\$ 5.42	\$ 5.97	\$ 6.58	\$ 6.89	
SUBTOTAL WATER BILL	\$ 77.88	\$ 82.60	\$ 90.31	\$ 98.60	\$ 106.74	\$ 115.11	
Wastewater Charge	\$ 43.09	\$ 36.85	\$ 36.85	\$ 39.06	\$ 41.40	\$ 43.88	
TOTAL BILL	\$ 120.97	\$ 119.45	\$ 127.16	\$ 137.66	\$ 148.14	\$ 158.99	
% Increase		-1.3%	6.5%	8.3%	7.6%	7.3%	

MWD = Metropolitan Water Authority pass through
CWA = San Diego County Water Authority pass through

Commodity Charge = water use

Reasons for Proposed Rate Increases

Specifically, the rate increases will be used to address the following critical issues and planned investments:

- Coverage for rate increases on imported water from the San Diego County Water Authority
- Repair and replacement of aging water and wastewater pipes, facilities, and equipment
- Replacement of seismically compromised Wohlford Dam and possible increase in the storage capacity
- Connections to San Diego County Water Authority treated water facilities
- Upgrades to Hale Avenue Resource Recovery Facility and implementing increased use of recycled water
- Repair and maintenance of wastewater pumping (lift) stations
- Re-establishment of proper rate stabilization reserves

These activities and investments are designed to maintain and increase water reliability, meet public health goals, address new regulations, and increase financial stability. Whenever possible, the City is pursuing grant funding to offset the cost of these improvements.

Fairness Adjustments

The Rate Study showed that current water and wastewater rate structures need to be adjusted to more fairly allocate the cost of services to each customer. These adjustments will be made in the 2011 rates. Water tiers for single family customers will be tightened slightly, while the tiers for multi-family and mobile homes will be relaxed slightly. The water rates for all residential and commercial customers will increase; however, the increase amount depends on each customer's water usage. Wastewater rates for residential customers will be changed from a flat fee to a flow-based calculation using winter water usage. Again, this adjustment is necessary so rates better reflect the cost of services, and will cause some customers to pay more for wastewater, and some to pay less. Wastewater rates for commercial customers will change depending on their classification. This adjustment does not cause an overall increase in revenue collected from rates.

Timing of Rate Changes

Both water and wastewater fairness adjustments will be made in 2011. Proposed water rate increases will begin in 2011 and continue through 2015. There are no proposed wastewater rate increases for the next two years, but there is a change from a flat rate to a flow based charge. However, major capital improvements will be needed at that point, causing wastewater rates to increase in 2013 through 2015.

Specific Water Rate Issues- Rates Controlled by Others

The water Rate Study has estimated the increases in purchased water costs, Metropolitan Water District of Southern California (MWD) Readiness to Serve Charges, and San Diego County Water Authority's Infrastructure Access Charge. Increases to these costs that are larger than estimated in the study would be passed on to the customer.

Commodity (Water use) Rate Increases for Imported Water

The City purchases a substantial portion of its water from the San Diego County Water Authority (CWA). CWA in turn purchases a majority of its water supplies from the MWD. MWD imports water from two sources: the Colorado River via the Colorado River Aqueduct and Northern California via the California Aqueduct. In recent years, several factors have impacted the cost and availability of these water supplies. The State has been in a multi-year drought and the Colorado River system is experiencing a nine year drought. Major reservoirs are recovering from historic lows and pumping restrictions in the Sacramento River Delta (Delta) have been imposed to protect the health of the Delta environment. These issues will continue to impact the cost of the wholesale water that the City purchases from SDCWA. These increases account for approximately 47% of the rate increases for Escondido customers over the next five years.

Metropolitan Water District - Readiness to Serve Charge

The MWD Water Availability Charge (Readiness to Serve) is increasing from \$2.32 to \$2.58 per meter per month in 2011. This includes a Delta Surcharge to obtain replacement water for State Project water that was lost because of environmental restrictions on the Sacramento River Delta. The City of Escondido will be passing through the increase in the Readiness to Serve charge effective February 1, 2011 and subsequent increases effective January 1 of each subsequent year.

San Diego County Water Authority - Infrastructure Access Charge

The SDCWA Infrastructure Access Charge is increasing from \$ 2.05 to \$2.22 per equivalent meter per month in 2011. The City of Escondido will be passing through to our customers the increase in the Infrastructure Access Charge effective February 1, 2011 and subsequent increases effective January 1 of each subsequent year.

Specific Wastewater Rate Issues

New Basis for Calculating Wastewater Rates

Residential wastewater charges will now include a fixed charge and a usage charge based on wastewater flow. Wastewater flow will be calculated using internal (non landscape) water usage. This will be estimated by taking 80% of the average winter water usage per customer, from December to March of the previous year for single family and multi-family residences, and 100% of the water usage for mobile homes. Wastewater flow is capped at 10,000 gallons per month for single family residences and 8,000 gallons per month for multi-family residences and mobile homes.

The following tables provide more detailed information on the rate adjustments and increases.

Proposed Monthly Water User Rates for Potable Water

		Current Rate	February 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
WATER RATES	<u>1,000 gal</u>						
Single Family Residential							
Tier 1	0 to 7	\$3.35	\$3.48	\$3.79	\$4.14	\$4.48	\$4.84
Tier 2	7 to 15	\$4.00	\$4.23	\$4.62	\$5.04	\$5.45	\$5.89
Tier 3	15 +	\$4.70	\$5.37	\$5.86	\$6.39	\$6.91	\$7.47
Residential/Agricultural Use							
Tier 1	0 to 7	\$3.73	\$3.48	\$3.79	\$4.14	\$4.48	\$4.84
Tier 2	7 +	\$4.00	\$4.39	\$4.79	\$5.23	\$5.65	\$6.11
Multi-Family Residential							
Tier 1	0 to 5	\$3.35	\$3.48	\$3.79	\$4.14	\$4.48	\$4.84
Tier 2	5 to 7	\$4.00	\$4.23	\$4.62	\$5.04	\$5.45	\$5.89
Tier 3	7 +	\$4.70	\$5.37	\$5.86	\$6.39	\$6.91	\$7.47
For All Water Used:							
Commercial, Industrial & School		\$3.73	\$4.18	\$4.56	\$4.98	\$5.38	\$5.82
Irrigation - Institutional		\$4.00	\$4.51	\$4.92	\$5.37	\$5.80	\$6.27
Landscape Districts		\$3.73	\$4.51	\$4.92	\$5.37	\$5.80	\$6.27
Wild Animal Park		\$4.00	\$4.18	\$4.56	\$4.98	\$5.38	\$5.82
Special Unfiltered		\$2.38	\$2.48	\$2.71	\$2.96	\$3.20	\$3.46
Agricultural Use		\$2.80	\$3.06	\$3.34	\$3.65	\$3.95	\$4.27
SAWR Use		\$3.09	\$3.37	\$3.68	\$4.02	\$4.35	\$4.70

All rates per 1,000 gallons

Proposed Monthly Water Availability Charge

	Current Rate	February 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
5/8" and 3/4"	\$18.06	\$19.63	\$21.40	\$23.33	\$25.20	\$27.22
1"	\$29.14	\$30.84	\$33.62	\$36.65	\$39.59	\$42.76
1 1/2"	\$56.91	\$58.87	\$64.17	\$69.95	\$75.55	\$81.60
	\$89.82	\$92.51	\$100.84	\$109.92	\$118.72	\$128.22
3"	\$179.06	\$199.03	\$216.95	\$236.48	\$255.40	\$275.84
4"	\$278.87	\$356.00	\$388.04	\$422.97	\$456.81	\$493.36
6"	\$555.69	\$787.67	\$858.57	\$935.85	\$1,010.72	\$1,091.58
8"	\$990.30	\$1,348.29	\$1,469.64	\$1,601.91	\$1,730.07	\$1,868.48
3/4" x 3"	\$187.28	\$278.63	\$303.71	\$331.05	\$357.54	\$386.15
1" x 4"	\$294.64	\$423.27	\$461.37	\$502.90	\$543.14	\$586.60
1 1/2" x 6"	\$588.43	\$843.82	\$919.77	\$1,002.55	\$1,082.76	\$1,169.39
3/4" x 3" x 6"	\$722.57	\$843.82	\$919.77	\$1,002.55	\$1,082.76	\$1,169.39
1" x 4" x 8"	\$1,138.68	\$1,348.37	\$1,469.73	\$1,602.01	\$1,730.18	\$1,868.60
2" x 6"	\$645.61	\$843.82	\$919.77	\$1,002.55	\$1,082.76	\$1,169.39
2" x 8"	\$841.76	\$1,348.37	\$1,469.73	\$1,602.01	\$1,730.18	\$1,868.60
Detector Check	\$30.63	\$33.39	\$36.40	\$39.68	\$42.86	\$46.29

Proposed MWD Readiness to Serve Charge

	Current Rate	February 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
5/8" and 3/4"	\$2.32	\$2.58	\$2.84	\$3.13	\$3.45	\$3.56
1"	\$3.74	\$4.15	\$4.57	\$5.03	\$5.54	\$5.71
1 1/2"	\$7.23	\$8.03	\$8.84	\$9.73	\$10.71	\$11.04
2"	\$11.62	\$12.89	\$14.18	\$15.60	\$17.16	\$17.68
3"	\$22.97	\$25.49	\$28.04	\$30.85	\$33.94	\$34.96
4"	\$35.88	\$39.81	\$43.80	\$48.18	\$53.00	\$54.59
6"	\$71.37	\$79.17	\$87.09	\$95.80	\$105.38	\$108.55
8"	\$114.35	\$126.85	\$139.54	\$153.50	\$168.85	\$173.92
5/8" x 2"	\$13.04	\$14.47	\$15.92	\$17.52	\$19.28	\$19.86
3/4" x 3"	\$24.01	\$26.64	\$29.31	\$32.25	\$35.48	\$36.55
1" x 4"	\$37.82	\$41.96	\$46.16	\$50.78	\$55.86	\$57.54
1 1/2" x 6"	\$75.63	\$83.90	\$92.29	\$101.52	\$111.68	\$115.04
3/4" x 3" x 6"	\$92.93	\$103.09	\$113.40	\$124.74	\$137.22	\$141.34
1" x 4" x 8"	\$148.04	\$164.22	\$180.65	\$198.72	\$218.60	\$225.16
2" x 6"	\$82.99	\$92.06	\$101.27	\$111.40	\$122.54	\$126.22
2" x 8"	\$115.51	\$128.14	\$140.96	\$155.06	\$170.57	\$175.69

Proposed CWA Infrastructure Access Charge

	Current Rate	February 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
5/8" and 3/4"	\$2.05	\$2.22	\$2.58	\$2.84	\$3.13	\$3.33
1"	\$3.28	\$3.55	\$4.13	\$4.55	\$5.01	\$5.33
1 1/2"	\$6.15	\$6.66	\$7.74	\$8.52	\$9.38	\$9.98
2"	\$10.66	\$11.54	\$13.40	\$14.74	\$16.22	\$17.25
3"	\$19.68	\$21.30	\$24.73	\$27.21	\$29.94	\$31.84
4"	\$33.62	\$36.39	\$42.25	\$46.48	\$51.13	\$54.37
6"	\$61.50	\$66.56	\$77.28	\$85.01	\$93.52	\$99.45
8"	\$106.61	\$115.37	\$133.95	\$147.35	\$162.09	\$172.36
5/8" x 2"	\$10.66	\$11.54	\$13.40	\$14.74	\$16.22	\$17.25
3/4" x 3"	\$33.62	\$36.39	\$42.25	\$46.48	\$51.13	\$54.37
1" x 4"	\$51.25	\$55.47	\$64.41	\$70.86	\$77.95	\$82.89
1 1/2" x 6"	\$102.51	\$110.94	\$128.81	\$141.70	\$155.87	\$165.75
3/4" x 3" x 6"	\$102.51	\$110.94	\$128.81	\$141.70	\$155.87	\$165.75
1" x 4" x 8"	\$164.01	\$177.49	\$206.08	\$226.69	\$249.36	\$265.16
2" x 6"	\$102.51	\$110.94	\$128.81	\$141.70	\$155.87	\$165.75
2" x 8"	\$164.01	\$177.49	\$206.08	\$226.69	\$249.36	\$265.16

Note: Water Availability Charge, Readiness to Serve Charge and Infrastructure Access Charge are shown as a single Water Service Charge on your water bill.

Proposed Monthly Wastewater Rates Effective February 1, 2011

Customer Class		Fixed	Other	Wastewater Flow	BOD	TSS
	Unit	\$/mo	\$/unit	\$/ 1,000 gal	\$/lb	\$/lb
Single Family Residential	per unit/mo	\$16.37		\$3.15		
Multi-Family Dwelling	per dwelling unit/mo	\$16.37		\$2.62		
Mobile Homes	Per mobile home/mo	\$16.37		\$1.80		
Senior High Schools	per student/yr		\$23.41			
Elementary & Middle Schools	per student/yr		\$15.61			
Churches	per 100 seats/mo		\$32.52			
Car Wash/Soft Water Service	per acct/mo	\$16.37		\$5.10		
Hotel/Motel without dining	per acct/mo	\$16.37		\$5.82		
Hotel/Motel with dining	per acct/mo	\$16.37		\$8.43		
Repair Shop/Service Station	per acct/mo	\$16.37		\$5.36		
Commercial Laundry	per acct/mo	\$16.37		\$6.04		
Laundromats	per acct/mo	\$16.37		\$5.31		
Hospital	per acct/mo	\$16.37		\$5.69		
Brewery	per acct/mo	\$16.37		\$4.71	\$0.35	\$0.35
Grocery Store with Meat Dept	per acct/mo	\$16.37		\$9.17		
Industrial	per acct/mo	\$16.37		\$7.62		
Restaurant	per acct/mo	\$16.37		\$9.03		
All Other Commercial	per acct/mo	\$16.37		\$5.98		
Discharges to Brine Line	per acct/mo	\$16.37		\$0.73		

BOD = Biochemical oxygen demand**TSS = Total suspended solids**

The rates for 2012 will remain the same and rates will increase 6% per year on January 1 of 2013, 2014, and 2015.

The wastewater rates have been adjusted to reflect the cost of providing wastewater service to each customer class and to increase equity in the system. The wastewater flow rates are calculated based on each customer class' wastewater strengths consistent with industry standards.

Proposed Monthly User Rates for Recycled Water

The recycled monthly service charge is the same as for potable water. The commodity rate is 90 percent of the lowest residential potable rate.

Recycled Water Commodity Rate (\$/kgal)	Current Rate	February 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
		\$3.00	\$3.13	\$3.41	\$3.73	\$4.03

Public Hearing

The City of Escondido will conduct a public hearing on January 12, 2011 at 7:00 p.m. at 201 North Broadway, Escondido, California 92025 in the City Council Chambers to consider the adoption of changes in water and wastewater rates. The public hearing will also consider the adoption of the fixed cost pass-through and the automatic adjustment formulas described above. Rates are calculated based on the revenue required to cover necessary costs of operations each year that ensure a reliable water supply and wastewater service.

Important note: The Utilities Department (Water and Wastewater) of the City of Escondido does not receive property taxes to offset costs.

Written Protests Accepted Prior to the Public Hearing

Protests to the rate increases, or the pass through of fixed costs from wholesalers, or the automatic adjustment formulas described above must be submitted in writing to the City Clerk's office by 5:30 p.m. on January 12, 2011, and will also be accepted at the Council Chambers at the public hearing. All written protests must be signed by the owner and contain a description of the property (address and/or Assessor Parcel Number). Please indicate that it is the water and/or wastewater rate change that you are protesting. Please FAX your protests to 760-735-5782 or send your written protest to:

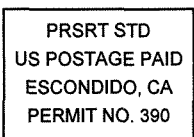
City of Escondido
Office of the City Clerk
201 North Broadway
Escondido, CA 92025

Please do not send protests by e-mail. They will not be accepted.

At the time of the public hearing, the City Council will receive a final tabulation of all written protests received by the City Clerk. The Council will then consider and may adopt the proposed rate increase.



City of Escondido
201 North Broadway
Escondido, CA 92025



IMPORTANT INFORMATION ENCLOSED REGARDING YOUR WATER AND WASTEWATER RATES



ITEM NO.: 13

AGENDA: 126-11

() There is no material for this agenda item.

THE FOLLOWING ITEM(S) WILL BE DISTRIBUTED WHEN AVAILABLE:

- Staff Report
- () Resolution No.: _____
- () Ordinance No.: _____
- () Exhibits/Attachments: _____

DUE TO THE SIZE OF THIS AGENDA ITEM:

- () **COUNCIL MEMBERS:** A copy is in the Council Reading File
- () **Staff and others:** A copy is available in the City Clerks Office for viewing

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: January 26, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Jeffrey Epp, City Attorney and Marsha Whalen, City Clerk
On behalf of Council Member Olga Diaz
SUBJECT: Healthy Eating Active Living (HEAL) Campaign

RECOMMENDATION:

Council consideration and direction on whether to become a member of the California League of Cities Healthy Eating Active Living (HEAL) Campaign.

FISCAL ANALYSIS:

No cost to become a member.

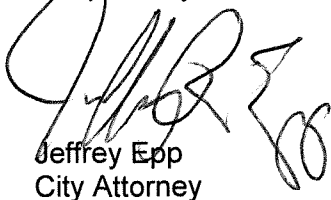
BACKGROUND:

At the City Council meeting on January 12, 2011, Councilmember Diaz requested that this item be placed on a future agenda. Councilmember Morasco supported the request to place it on the agenda.

On February 24, 2010, the City Council received a presentation on the HEAL campaign but did not discuss or take action in response to the presentation. Councilmember Diaz first requested the Council re-visit this issue via email in November of 2010. She has now requested that the Council discuss and act on whether or not to join this campaign, and if so, whether or not to do so by adopting a resolution of support. She has provided the Council with draft language for such a resolution, which has been placed in City format and is attached to this staff report. A summary of the materials previously provided to Council regarding this campaign are attached.

If Council concurs with the request, and with all or a portion of the wording on the attached draft, staff would prepare a final version of the Resolution and place it on the consent calendar for adoption at a future meeting.

Respectfully submitted,


Jeffrey Epp
City Attorney


Marsha Whalen
City Clerk

Is Your City a Healthy Eating Active Living City?



HEALTHY EATING
ACTIVE LIVING
CITIES
CAMPAIGN

Use this checklist to identify policies for healthy eating and active living that your city has already established. Then submit them to the Campaign and we'll designate your city as an Eager, Active, or Fit HEAL city and work with you on the next steps. Send your policies to www.healcitiescampaign.org/policy_submission.html.

Land Use Policies

- General Plan—Health Goals and Policies
- Mixed-use neighborhoods
- Transit-oriented development
- Complete streets
- Bike and pedestrian plans
- Traffic reduction
- Traffic safety
- Parks and open space
- Joint use
- Community gardens/urban agriculture
- Farmers' markets
- Healthy food retail

Zoning Ordinances

- Community garden/urban agriculture ordinance
- Farmers' market ordinance
- Ordinance to limit formula food

Healthy Food Retail Policies

- Planning and economic incentives
- Featured in redevelopment plans
- Retailer recognition

Employee Wellness Policies

- Health incentives
- Physical activity breaks
- Breastfeeding accommodation
- Walking meetings and use of stairways
- Nutrition standards
- Vending

Related Policies

The Campaign will recognize your city's efforts by designating it as an Eager, Active or Fit City, based on the following criteria:

These HEAL Cities have passed at least one HEAL Cities Campaign policy in at least one of the Campaign areas: land use; healthy food; employee wellness (e.g., HEAL resolution with specific action steps and a timeline; language in general plan; zoning ordinances governing street design or community gardens; joint use of recreational facilities; employee wellness policy).

These HEAL cities have adopted at least two HEAL Cities Campaign policies and have at least one walkable, bikable neighborhood with access to healthy food within a reasonable distance of residential areas.

These HEAL cities are walkable, bikable cities with policies to support healthy food access in all neighborhoods and municipal facilities. They address healthy eating and active living within their general plan, zoning ordinances and their infrastructure, and have written implementation strategies with identified partners. They have an employee wellness policy in place with implementation standards.

Your City will receive these benefits from the Campaign:

HEAL Cities
Campaign logo
for city Website

Framed
campaign
certificate

Recognition on
the HEAL Cities
Campaign
Website

Tailored press
release for local
press outlets

Recognition at
the League
Annual
Conference

Paid ad in
Western Cities
magazine

Your city and email address: _____

The HEAL Cities Campaign is a partnership of the League of California Cities, California Center for Public Health Advocacy, and the Cities Counties and Schools Partnership. Funders include Kaiser Permanente and the Vitamin Cases Consumer Settlement Fund. One purpose of the Fund is to improve the health and nutrition of California consumers. To learn more, visit www.HealCitiesCampaign.org or call Charlotte Dickson, Campaign Director, at 510-302-3387.

DRAFT

RESOLUTION NO. 2011-____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY TO BECOME A
MEMBER OF THE HEALTHY EATING
ACTIVE LIVING (HEAL) CAMPAIGN

WHEREAS, in 2004 the League of California Cities adopted an Annual Conference resolution to encourage cities to embrace policies that facilitate activities to promote healthier lifestyles and communities, including healthy diet and nutrition and adoption of city design and planning principles that enable citizens of all ages and abilities to undertake exercise; and

WHEREAS, the League of California Cities has a strategic goal to promote and develop safe and healthy cities; and

WHEREAS, in July 2010 the League of California Board of Directors resolved to partner with and support the national *Let's Move Campaign*, and encourages California cities to adopt preventative measures to fight obesity; and

WHEREAS, more than half of California's adults are overweight or obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke, and, hypertension; and

WHEREAS, one in four youths between the ages of 9 and 16 in California is overweight. Of 6,445 students tested in Escondido from grades 5, 7 and 9, 28.9% were overweight; and

WHEREAS, more children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease; and

DRAFT

WHEREAS, the current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

WHEREAS, obesity takes a tremendous toll on the health, productivity of all Californians; and

WHEREAS, the annual cost to California—in medical bills, workers compensation and lost productivity—for overweight, obesity, and physical inactivity exceeds \$41 billion; and

WHEREAS, teens and adults who consume one or more sodas or sugar sweetened beverages per day are more likely to be overweight or obese; and

WHEREAS, California Senate Bill 375 and Assembly Bill 32 call on cities to adopt plans to reduce greenhouse emissions which include reducing vehicular miles traveled; and

WHEREAS, *local land use policy governs development of the built environment* in which individuals make personal nutrition and physical activity choices; and

WHEREAS, by supporting the health of residents and the local workforce would decrease chronic disease and health care costs and increase productivity; and

NOW, THEREFORE, LET IT BE RESOLVED that the City Council hereby recognized that obesity is a serious public health threat to the health and wellbeing of adults, children and families in the City of Escondido. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are needed to support individual efforts to make healthier choices. To that end, the City of Escondido adopts this Healthy Eating Active Living resolution ("HEAL"):

DRAFT

I. Built Environment

BE IT FURTHER RESOLVED that the City of Escondido planners, engineers, park and recreation department, community economic and redevelopment personnel responsible for the design and construction of parks, neighborhoods, streets, and business areas, should make every effort to:

- Prioritize capital improvements projects to increase the opportunities for physical activity in existing areas;
- Plan and construct a built environment that encourages walking, biking and other forms of physical activity;
- Address walking and biking connectivity between residential neighborhoods and schools, parks, recreational resources, and retail;
- Facilitate the citing of new grocery stores, community gardens and farmers markets in underserved communities to increase access to healthy food, including fresh fruits and vegetables;
- Expand community access to indoor and outdoor public facilities through joint use agreements with schools and/or other partners;
- Map existing fast food outlets and draft an ordinance which will place limits on fast food around schools and in neighborhoods with over-concentrations of unhealthy food outlets;
- *Revise comprehensive plans and zoning ordinances to increase opportunities for physical activity and access to health foods wherever and whenever possible, including compact, mixed-use and transit-oriented development;*

DRAFT

- Include health goals and policies related to physical activity and access to healthy food in the general plan update;
- Build incentives for development project proposals to demonstrate favorable impact on resident and employee physical activity and access to healthy foods; and
- Examine racial, ethnic, and socio-economic disparities in access to healthy foods and physical activity facilities or resources and adopt strategies to remedy these inequities.

II. Employee Wellness

BE IT FUTHER RESOLVED that in order to promote wellness within the City of Escondido, and to set an example for other businesses, the City of Escondido pledges to adopt and implement an employee wellness policy that will:

- Offer employee health incentives for healthy eating and physical activity¹ ;
- Establish physical activity breaks for meetings over one hour in length;
- Accommodate breastfeeding employees upon their return to work; and
- Encourage walking meetings and use of stairways.

BE IT FUTHER RESOLVED to set nutrition standards for vending machines located in city owned or leased locations²;

BE IT FUTHER RESOLVED to set nutrition standards for food offered at city events, city sponsored meetings, served at city facilities and city concessions, and city programs.

¹ May include incentive such as fresh fruit in break rooms, gym discounts, fifteen minutes paid exercise time per day, etc.

² Various standards available from HEAL Cities Campaign

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III. Healthy Food Access

BE IT FUTHER RESOLVED that the City of Escondido encourages restaurants doing business in the City of Escondido to:

- Disclose the calorie amount and grams of fat for each menu item listed on a menu or menu board in a clear and conspicuous manner.
- Remove foods containing artificial trans fat from their menu offering.

BE IT FURTHER RESOLVED that the City of Escondido encourages food retailers doing business in the City of Escondido to prominently feature healthy check-out lanes free of high density foods;

BE IT FURTHER RESOLVED that restaurants and food retailers that promote healthy food choice in the above manners be recognized by the City and will be entitled to display a City of Escondido Healthy Eating Active Living logo.

IV. Implementation

BE IT FURTHER RESOLVED that the head of each affected agency or department should report back to the City Council annually regarding steps taken to implement the Resolution, additional steps planned, and any desired actions that would need to be taken by the City Council.