



Council Meeting Agenda

February 15, 2012

CITY COUNCIL CHAMBERS

3:30 p.m. Closed Session; 4:30 p.m. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Marie Waldron
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
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

February 15, 2012
3:30 p.m. Meeting

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.)

CLOSED SESSION: (COUNCIL/CDC/RRB)

- I. **CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(a))**
 - a. Lloyd J. Holt Jr. v. City of Escondido CASE NO. 37-2011-00057038-CU-BC-NC
 - b. Mullins v. City of Escondido CASE NO. 37-2011-00053085-CU-PO-NC

ADJOURNMENT



Council Meeting Agenda

February 15, 2011
4:30 p.m. Meeting

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

ROLL CALL: Diaz, Gallo, 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: None Scheduled**

4. **PUBLIC ART AGREEMENT FOR MAPLE STREET PEDESTRIAN PLAZA** – Request Council authorize the Mayor and City Clerk to execute an Agreement for Public Art Services in the amount of \$127,805.00 with Paul Hobson for the fabrication and installation of Public Artworks for the Maple Street Pedestrian Plaza project.

Staff Recommendation: Approval **(Engineering Services: Robert Zaino)**

RESOLUTION NO. 2012-06

5. **CAL FIRE URBAN FORESTRY INVENTORY GRANT** – Request Council authorize the Director of Community Services to submit an application to Cal Fire for an Urban Forestry Inventory Grant.

Staff Recommendation: Approval **(Community Services: Jerry Van Leeuwen)**

RESOLUTION NO. 2012-18

6. **LAKE WOHLFORD CAFÉ CONCESSION CONTRACT** – Request Council authorize a concession sales contract with the Lake Wohlford Café, represented by Bruce M. Kamps and Phyllis A. Kamps.

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

RESOLUTION NO. 2012-25

7. **EMPLOYER PAID MEMBER CONTRIBUTIONS FOR FIRE MANAGEMENT** – Request Council approve the reduction of the Employer Paid Member Contributions paid by the City from nine percent (9%) to zero percent (0%) for Fire Management.

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

RESOLUTION NO. 2012-22

CONSENT CALENDAR - Continued

8. **ABANDONED VEHICLE ABATEMENT (AVA) PROGRAM RENEWAL** – Request that Council approve declaration of the City's intent to extend participation in the San Diego County AVA Program.

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

RESOLUTION NO. 2012-27

9. **ADOPTION OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE** – Request Council adopt a Recognized Schedule of Obligations.

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

RESOLUTION NO. 2012-29

10. **MODIFICATION TO SAN DIEGO COUNTY VECTOR CONTROL** – Request Council authorize the Mayor to sign a letter requesting that the County modify its Vector Control Program to include abatement measures for the eye gnat.

Staff Recommendation: None **(Deputy Mayor Marie Waldron and Councilmember Ed Gallo)**

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

11. **APPEAL OF PLANNING COMMISSION DECISION TO APPROVE A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR INTERFAITH COMMUNITY SERVICES (PHG 11-0039)** – Request Council deny the appeal of a Planning Commission decision to modify the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP) to allow a temporary winter shelter for up to 40 homeless persons to operate on an annual basis from December through the end of March.

Staff Recommendation: Deny the appeal and uphold the Planning Commission approval of the modification to the Conditional Use Permit to allow the operation of a temporary winter shelter on an annual basis. **(Community Development/ Planning: Barbara Redlitz)**

RESOLUTION NO. 2012-20

CURRENT BUSINESS

12. **RESOLUTION IN SUPPORT OF THE SAN DIEGO COUNTY WATER AUTHORITY'S LAWSUIT AGAINST THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** – Request Council approve supporting the SDCWA's lawsuit against the MWD.

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

RESOLUTION NO. 2012-26

13. **JOINT USE AGREEMENT WITH SDG&E: MISSION AVENUE UNDERGROUND 69KV TRANSMISSION LINE** – Request Council authorize the Mayor and City Clerk to sign a Joint Use Agreement with SDG&E for the underground installation of existing and new 69kv transmission circuits from their Escondido substation to their Ash Street substation.

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

RESOLUTION NO. 2012-01

14. **EAST VALLEY COMMUNITY CENTER COMPUTER LAB AND TECHNOLOGY CENTER** – Presentation on proposed initial construction cost and annual operating expense

Staff Recommendation: Provide direction to staff (**Community Services: Jerry Van Leeuwen**)

WORKSHOP

15. **TRAFFIC SIGNAL SYSTEM WORKSHOP** – Request that Council receive and file the report on the state of the City's Traffic Signal system.

Staff Recommendation: Receive and File Report (**Engineering Services: Ed Domingue**)

FUTURE AGENDA

16. **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: Diane Halverson**)

ORAL COMMUNICATIONS

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COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING**ADJOURNMENT**

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
February 22			No Meeting	
February 29			No Meeting	
March 7	Wednesday	3:30 p.m.	Board and Commission Interviews	Mitchell Room
March 7	Wednesday	5:00 & 6:00 p.m.	Council Meeting	Council Chambers
March 14	Wednesday	3:30 p.m.	Board and Commission Interviews	Mitchell Room

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. 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 U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and 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 3:30 in Closed Session and 4:30 in Open Session.

(Verify schedule with City Clerk's Office)

Members of the Council also sit as the 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 COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Robert J. Zaino, Deputy Director of Engineering Services

SUBJECT: Public Art Agreement for Maple Street Pedestrian Plaza

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-06 authorizing the Mayor and the City Clerk to execute an Agreement for Public Art Services with Paul Hobson, Artist, in the amount of \$127,805.45 for the fabrication and installation of Public Artworks in the Maple Street Pedestrian Plaza project.

FISCAL ANALYSIS:

Funding for the fabrication and installation of public art in the Maple Street Pedestrian Plaza was approved by City Council at the award of bid for the construction of the Maple Street Plaza project on December 14, 2011.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Image and Appearance.

PREVIOUS ACTION:

City Council awarded a public works construction contract to LB Civil Construction, Inc., in the amount of \$2,339,412 for the construction of the Maple Street Pedestrian Plaza project on December 14, 2011, by adopting Resolution No. 2011-142.

BACKGROUND:

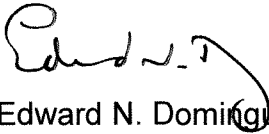
The Maple Street Pedestrian Plaza will fully reconstruct the portion of Maple Street between Grand Avenue and West Valley Parkway as a pedestrian plaza while maintaining a single, north-bound travel lane from Grand Avenue to West Valley Parkway. The proposed improvements will be a single-level "festival" street that would be closed to traffic during public events at the plaza. Proposed amenities include a water fountain feature, trellis shade structures, game tables and benches, decorative paving, art features, gateway structures, information kiosks, removable bollards, pedestrian lighting, and dramatic colored LED tree lighting. The intersection of Maple Street and

West Valley Parkway will also be signalized with the plaza improvements to facilitate pedestrian crossings.

Design work was completed and the project was advertised for construction bids in Fall of 2011. LB Civil Construction, Inc., was determined to be the low bidder and a construction contract awarded to LB Civil in December of 2011.

Paul Hobson, Artist, was selected as the artist for the plaza project as a sub-consultant to Schmidt Design Group who served as the prime professional services design consultant to the City of Escondido for the plaza project. All public art associated with the plaza project was designed concurrently with the planning and design of the plaza improvements. Now that the plaza is under construction, an agreement with Paul Hobson for fabrication and installation of the associated public artworks planned for the plaza is needed. The attached Agreement for Public Art Services provides for Mr. Hobson to provide all services associated with the fabrication and design of the public artworks for the Maple Street Pedestrian Plaza project.

Respectfully submitted,



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



Robert J. Zaine, P.E.
Deputy Director of Engineering Services

RESOLUTION NO. 2012-06

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, AN AGREEMENT FOR SERVICES
WITH PAUL HOBSON FOR THE
FABRICATION AND INSTALLATION OF
PUBLIC ART FOR THE MAPLE STREET
PEDESTRIAN PLAZA PROJECT

WHEREAS, the Escondido City Council approved this public art project as a part of the Maple Street Pedestrian Plaza project on May 21, 2008, with the adoption of Resolution No. 2008-86, approving a consulting agreement with Schmidt Design Group, Inc., designating Paul Hobson as a sub-consultant for public art services for the Maple Street Pedestrian Plaza project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Public Art Project Agreement for Services ("Agreement") with Paul Hobson, Artist, for the fabrication and installation of public artworks in the Maple Street Pedestrian Plaza project, in an amount not to exceed \$127,805.45.

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, the Public Art Project Agreement for Services with Paul Hobson, Artist. A copy of the "Agreement" is attached as Exhibit "1" and incorporated by this reference.

CITY OF ESCONDIDO
PUBLIC ART PROJECT
AGREEMENT FOR SERVICES

THIS AGREEMENT made this ____ day of _____, 2012, by and between the CITY OF ESCONDIDO, County of San Diego, State of California, a municipal corporation, hereinafter referred to as "CITY" and Paul Hobson, Artist, hereinafter referred to as "ARTIST".

RECITALS

WHEREAS, CITY is implementing a public art program by allocating certain funds for the establishment of artworks in public places and authorizing the making of payments for the design, execution, fabrication, transportation and installation of works of art and the support of an artist selection process; and

WHEREAS, the City Council, upon the recommendation of a selection panel composed of senior City staff members, selected Schmidt Design Group, Inc., and their consultant team which includes ARTIST, to prepare the preliminary design; final plans, specifications, and estimates; and professional services during construction of the Maple Street Pedestrian Plaza project located on Maple Street between Grand Avenue and West Valley Boulevard (herein referred to as the "PLAZA PROJECT"); and

WHEREAS, the PLAZA PROJECT includes design, fabrication and installation of various public artworks on Maple Street between Grand Avenue and West Valley Boulevard (herein referred to as the "ART PROJECT"); and

WHEREAS, the City Council, upon the recommendation of City staff, awarded a construction contract to LB Civil Construction, Inc., (herein referred to as the "CONTRACTOR") for the PLAZA PROJECT by adopting Resolution No. 2011-142; and

WHEREAS, CITY desires to retain ARTIST to design, fabricate and install the ART PROJECT, in accordance with the terms and conditions of this Agreement; and

WHEREAS, ARTIST is ready, willing and able to provide these services described in this Agreement:

NOW THEREFORE, in consideration of the recitals and mutual obligations of the parties contained or incorporated herein, CITY and ARTIST agree as follows:

AGREEMENT

I. SCOPE OF ARTIST SERVICES

A. Introduction. ARTIST agrees to design, fabricate, and install the ART PROJECT which includes art elements to be installed at various locations within the PLAZA PROJECT. ARTIST also agrees to perform the services set forth in Paragraphs I through X of this Agreement and in Attachment A which is incorporated into this Agreement by this reference

B. Design and Development Phase

1. The Design and Development Phase was accomplished under an earlier contract with ARTIST, working as a sub-consultant to Schmidt Design Group, Inc., and is represented in the detailed working/construction drawings and specifications for the PLAZA PROJECT (City of Escondido Drawing No. P10-0021, Sheets 1 through 42 of 42).

2. Execution of this agreement by CITY and ARTIST shall constitute authority for ARTIST to commence with the Off-Site Fabrication Phase.

C. Off-Site Fabrication Phase.

1. ARTIST shall prepare a fabrication schedule in coordination with CONTRACTOR, and subject to approval by CITY, for the ART PROJECT. Fabrication schedule shall include a timeline showing dates for commencement and completion of fabrication of all elements of the ART PROJECT.
2. CITY shall have the right to inspect the Off-Site Fabrication work in progress at reasonable intervals by appointment with ARTIST.
3. Offsite fabrication of the ART PROJECT shall substantially conform to the approved design concept in every respect. Should ARTIST find it necessary to make any materially significant modifications in the scope, design, color, size, material, utility services, support requirements, texture, or location of various artworks at the Maple Street site, ARTIST shall submit the proposed changes in writing to CITY for approval. A "modification" means any change which affects installation, scheduling, site preparation, maintenance or images of the ART PROJECT as originally approved.
4. ARTIST shall avoid using materials or finishes known to be hazardous or potentially hazardous in their finished form to any plant, animal, or human life. ARTIST agrees to cooperate in making or permitting reasonable adjustments to the ART PROJECT if, in the sole judgment of CITY, adjustments are necessary to eliminate hazards to persons or property which become apparent within one (1) calendar year of the date the ART PROJECT is completed; or, one (1) calendar year after the PLAZA PROJECT is complete, whichever is later.

5. Once the ART PROJECT has been fabricated, ARTIST shall submit a written report to CITY, accompanied by photographs or slides substantiating that the Off-Site Fabrication Phase of the ART PROJECT is complete. The report shall include plans for installation of the ART PROJECT and a description of any activities requiring coordination with CITY or CONTRACTOR. Upon receipt of the written report, CITY will inspect the fabricated ART PROJECT to determine if fabrication of the ART PROJECT is complete.

6. ARTIST shall package, protect, and transport all materials from the fabrication site to the installation sites.

7. At a time mutually agreed upon by ARTIST and CITY, ARTIST, with CITY's Project Manager (or designated representative) and CONTRACTOR, shall inspect the sites prior to installation to determine if there are any defects or discrepancies that would prevent or inhibit the installation of the ART PROJECT.

8. Written approval of the Off-Site Fabrication Phase by CITY shall constitute authority for ARTIST to commence the On-Site Installation Phase.

D. On-Site Installation Phase.

1. The ARTIST shall prepare an installation schedule in coordination with CONTRACTOR, and subject to approval by CITY, within two (2) weeks of CITY's approval of the Off-Site Fabrication Phase.

2. ARTIST shall provide CITY in writing with a work schedule indicating working days, dates, and activities that ARTIST reasonably believes will be required to install the ART PROJECT.

3. CITY shall provide inspections during the installation phase as deemed necessary by CITY and at such stages of the installation process as the CITY may desire to ensure conformance with the approved design of the ART PROJECT.

4. ARTIST shall coordinate all installation of ART PROJECT with the PLAZA PROJECT being constructed by CONTRACTOR to avoid conflicts that may delay the CONTRACTOR's progress during construction of the PLAZA PROJECT.

5. ARTIST shall notify CITY in writing at the address provided in Paragraph IX, Section B, when the ART PROJECT is installed.

6. Within eight (8) working days after ARTIST notifies CITY, CITY shall submit written approval or denial of the On-Site Installation Phase of the PROJECT.

7. CITY's approval of the On-Site Installation Phase shall constitute authority for ARTIST to commence the Documentation Phase.

E. Documentation Phase.

1. Within forty-five (45) calendar days of CITY's approval of the On-Site Installation Phase, ARTIST shall provide information and documentation of the ART PROJECT.

2. At no additional cost to CITY, ARTIST shall provide CITY with an electronic record of the ART PROJECT on a computer disc in a format acceptable to the CITY, accurate in color and detail, within forty five (45) working days after the ART PROJECT has been installed, documenting the various artworks installed in the PLAZA PROJECT.

3. ARTIST shall provide CITY with maintenance information regarding the various artworks installed with the ART PROJECT. The maintenance information shall include recommended procedures and schedules for regular maintenance for the purposes of maintaining and restoring the artworks installed with the ART PROJECT. Such information shall fully describe all procedures, frequencies, equipment, and materials required to maintain the appearance, stability, and, if applicable, the functions of the ART PROJECT. The information shall include a list of local experts capable of addressing specific problems of the ART PROJECT. The completed information shall be in a typewritten form, and shall include but not limited to, manufacturer's warranties, if any, recommended care, cleaning, part replacement, safety inspection, materials and product specifics (i.e., paint brands and numbers, hardware brands and numbers, etc.), and ARTIST involvement in future maintenance, if any, and frequencies of such future maintenance by ARTIST.

4. The ART PROJECT shall be copyrighted by the ARTIST, pursuant to Paragraph VIII, Section C.2, but shall remain the property of CITY.

5. ARTIST shall notify CITY in writing at the address provided in Paragraph IX, Section B, when ART PROJECT documentation is completed.

6. Within fourteen (14) calendar days of the receipt of the documentation materials submitted by ARTIST, CITY shall submit written approval or denial of the Documentation Phase. CITY's approval of the Documentation Phase shall constitute final completion of the ART PROJECT.

F. Cleanup. ARTIST shall, if and when working on CITY, private, or State of California property, clean up the property as may be reasonably necessary or as may be requested by CITY. Upon completion of the ART PROJECT, ARTIST shall remove all equipment and excess materials promptly and as requested by CITY.

G. Compliance with Laws. In fulfilling its obligation under this Agreement, ARTIST, his agents and employees shall comply with all Federal, State, and CITY laws, ordinances, regulations, and requirements which in any way affect the construction and installation of the ART PROJECT. ARTIST or its subcontractors shall obtain any traffic control, utility, or other approvals, licenses or permits, if needed, prior to commencing with relevant phases of the installation. CITY shall not charge ARTIST for any permits issued by CITY.

H. Anti - Assignment Clause. Except as provided in this Agreement, ARTIST may not assign, delegate, or transfer any interest or duty under this Agreement or any part of this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.

II. ARTIST'S COMPENSATION AND SCHEDULE

A. CITY shall pay an amount not to exceed one hundred twenty-seven thousand eight hundred and five dollars and forty-five cents (\$127,805.45) for services provided by ARTIST or its agents under this Agreement. CITY shall pay monies to ARTIST according to the terms and schedule set forth in Paragraphs II,

Sections B, C, D, and E. All payments shall be based upon CITY's determination that all work related to each step listed below has been completed to the satisfaction of CITY.

B. Each check shall be made payable to ARTIST.

C. CITY shall pay ARTIST only upon receipt of request for payment. Request for payment shall be made in writing to the Director of Engineering Services, Engineering Services Department, Field Engineering Office, 201 North Broadway, Escondido, CA 92025-2798.

D. CITY shall make payments to ARTIST according to the following schedule:

1. Upon receipt of request for payment, CITY shall pay ten thousand dollars (\$10,000) within fifteen (15) business days after the execution of this Agreement by both parties, as a progress payment for the Off-Site Fabrication Phase.

2. Upon receipt of request for payment, CITY shall pay ten thousand dollars (\$10,000) within fifteen (15) business days upon commencement of the Off-Site Fabrication Phase by ARTIST.

3. Upon receipt of request for payment, CITY shall pay twenty thousand dollars (\$20,000) within fifteen (15) business days after CITY's acceptance of the Off-Site Fabrication Phase.

4. Upon receipt of request for payment, CITY shall pay forty thousand dollars (\$40,000) within fifteen (15) business days upon commencement of the On-Site Installation Phase by ARTIST.

5. Upon receipt of request for payment, CITY shall pay forty thousand dollars (\$40,000) within fifteen (15) business days after CITY's approval of the On-Site Installation Phase.

6. Upon receipt of request for payment, CITY shall pay seven thousand dollars eight hundred and five dollars and forty-five cents (\$7,805.45) within fifteen (15) business days after CITY's approval of the Documentation Phase and the completion of the ART PROJECT by ARTIST.

E. ARTIST'S acceptance of the last payment shall discharge all of CITY's payment obligations under this AGREEMENT, except as provided in Paragraphs IV, Section B.

III. CITY'S DUTY TO COOPERATE

A. CITY agrees that it will not withhold approvals of any phase unreasonably. CITY will not reject any phase subsequent to the Design and Development Phase, unless the work therein fails to substantially conform to the specifications of the preliminary design or the express requirements of this Agreement.

B. CITY shall examine materials and information submitted by ARTIST and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of ART PROJECT. CITY shall keep ARTIST advised concerning the progress of CITY's review of the ART PROJECT.

C. In the event the services of ARTIST are integrated into, combined, or otherwise coordinated with services by CITY or CONTRACTOR not within the control of ARTIST, ARTIST shall not be responsible for services provided by CITY's employees or CONTRACTOR. If any part of ARTIST'S work depends upon the work of CITY or CONTRACTOR, ARTIST shall, prior to proceeding

with the work, promptly report in writing to CITY any apparent discrepancies or other conflicts with CITY's work or CONTRACTOR's work, that renders the site unsuitable to install the ART PROJECT. If such conflicts or other discrepancies are properly reported by ARTIST, ARTIST shall not be responsible for any liability or failure to fulfill its obligations under this Agreement resulting from the reported discrepancies or conflicts. ARTIST agrees to pay close attention to the quality and design of CITY's work and CONTRACTOR's work. Failure of ARTIST to report a discrepancy or conflict shall be deemed the ARTIST'S approval of CITY's work or CONTRACTOR's work as fit and proper to receive ARTIST'S work. In the event of such failure, any costs to mitigate the conflicts or discrepancy shall be borne by ARTIST. Nothing in this Paragraph shall limit the responsibility of ARTIST to take all reasonable steps to coordinate ARTIST's work with the work of CITY and the work of CONTRACTOR on the ART PROJECT and the PLAZA PROJECT.

IV. MUTUAL LIMITATIONS

A. CITY shall not pay ARTIST for work incidental to costs required by ARTIST'S errors or omissions. ARTIST shall be responsible for additional costs incurred as a result of his own errors or omissions. "Additional costs" means those costs that can be reasonably determined to be in excess of what was approved by CITY in accordance with Paragraph II, Section A.

B. Removal or Alteration

1. CITY shall not intentionally damage, alter, modify, change, or remove the completed ART PROJECT unless:

a. CITY notifies ARTIST in writing of the proposed damage, alteration, modificataion, change, or removal; and

- b. CITY obtains ARTIST'S prior written approval to the proposed damage, alteration, modification, change, or removal, except as provided in Paragraph IV, Section B.2
2. If ARTIST does not provide written approval within thirty (30) working days of the date notice was sent, CITY shall have the right to damage, alter, modify, change, or remove the ART PROJECT pursuant to Paragraph IV, Section B.I, providing the following terms and conditions are met:
- a. City staff shall first submit a proposal to damage, alter, modify, change, or, remove the ART PROJECT to the City Council.
 - b. After having received the City staff's recommendations, the City Council will decide whether to damage, alter, modify, change, or remove the ART PROJECT. The CITY agrees to make reasonably diligent efforts to relocate the ART PROJECT rather than remove it.
 - c. In the event the CITY decides to damage, alter, modify, change, or remove the ART PROJECT to the extent the ART PROJECT can be practically removed, the ARTIST shall have first right of refusal to purchase all or part of the ART PROJECT at the fair market value as determined by an agreement between the parties or by a qualified professional appraiser selected by the CITY and ARTIST for which CITY and ARTIST shall equally share the cost. ARTIST shall have

the right to have his name removed from the ART PROJECT as an alternative remedy.

- d. In the event of an unanticipated disaster whereby the ART PROJECT becomes substantially damaged or poses a hazard to lives and property, the ART PROJECT may be removed from the site by the CITY without prior approval by City Council and without first obtaining ARTIST'S permission.
- e. Nothing in this Paragraph IV, Section B shall preclude any right of CITY to relocate the ART PROJECT provided ARTIST is given the opportunity to choose a new site from at least three (3) sites reasonably selected by the CITY. If ARTIST finds no new site acceptable, ARTIST has sixty (60) days to purchase the ART PROJECT from CITY for the fixed fee set out in Section II.A. Failure of ARTIST to (1) select a site from those proposed by CITY or (2) purchase the ART PROJECT, waives all of the ARTIST'S rights to interfere with the relocation of the ART PROJECT by the CITY.
- f. Waiver. The ARTIST hereby acknowledges and agrees that ARTIST is familiar with the "California Art Preservation Act" (Cal. Civil Code Section 101 et seq.) and the "Visual Artist's Rights Act of 1990" (17 U.S.C. Section 101 et seq.) Those Acts require a waiver of their provisions to be expressly made in writing, and being fully informed, the ARTIST and his or her agents, heirs, successors, and assigns hereby waive any and all rights he or she may have under the

provisions of these Acts, except to the extent otherwise called for under this agreement. ARTIST, and his or her agents, heirs, successors, and assigns further agree not to defeat this waiver by cooperating, encouraging, or assisting any organization or individual which seeks to bring an action under these Acts.

V. CARE OF WORK AFTER COMPLETION

A. For the lifetime of the ART PROJECT, CITY shall maintain and repair the ART PROJECT and shall have the right to determine if and when repairs or restorations to the ART PROJECT are necessary. The specific lifetime shall be determined by mutual agreement of CITY and ARTIST following the execution of this agreement by both parties but prior to the start of the Off-site Fabrication Phase by ARTIST. For purpose of this Agreement, lifetime shall not be less than ten (10) years. For the lifetime of the ART PROJECT, ARTIST shall have the right to approve all major repairs and restorations, provided, however, the ARTIST shall not unreasonably withhold approval for any repair or restoration of the ART PROJECT. If ARTIST unreasonably fails to approve any repair or restoration, CITY shall have the right to make or cause to be made major repairs and restorations. During the five (5) years following execution of the Agreement by CITY, ARTIST shall be given the opportunity to make or personally supervise major repairs and restorations for a fee to be negotiated at the time. For the purposes of this Paragraph, "major repair" means any restoration of the PROJECT to sound condition that requires specialized professional services. All repairs, restorations, and regular maintenance shall be made in accordance with recognized principles of

conservation and maintenance specifications to be provided by ARTIST in accordance with Paragraph I, Section E.3.

- B. All parties acknowledge that the ART PROJECT may be subject to graffiti applied by unknown parties. CITY reserves the right to determine what measures, if any, will be taken to remove the graffiti. ARTIST shall not be responsible for acts of vandalism.

VI. WARRANTIES AND GUARANTEES

A. ARTIST warrants that:

1. the ART PROJECT is the original product of its own creative efforts:
and
2. unless otherwise stated in this Agreement, the ART PROJECT is an edition of one; and
3. ARTIST shall not sell or duplicate in any scale the ART PROJECT or allow others to do so without the prior written consent of CITY. This Paragraph is not intended to prevent ARTIST from taking or disseminating photographs, videos, or similar images of the ART PROJECT.

B. ARTIST warrants ART PROJECT as fabricated and installed to be free from faults of material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the ART PROJECT, for a period of two (2) calendar years after installation and warrants that his work is clear of any liens from any source whatever. This warranty shall apply only to that work which is entirely that of ARTIST or of his agents or employees. The warranties described in this Section shall survive for a period of two (2) years after the final acceptance of the ART PROJECT or the PLAZA PROJECT,

whichever is later. CITY shall give notice to ARTIST of any observed breach with reasonable promptness. ARTIST shall, at the request of CITY, and at no cost to CITY, cure reasonable and promptly the breach of any such warranty which is curable by ARTIST and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or prefabrication of the ART PROJECT). Reasonable maintenance of the ART PROJECT will not require procedures substantially in excess of those described in the maintenance recommendations submitted by ARTIST to CITY. Failure on the part of CITY to follow the maintenance schedule shall invalidate this warranty.

VII. LOCAL BUSINESS AND EMPLOYMENT

A. ARTIST acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms on all CITY contracts. ARTIST will, to the extent practical, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Agreement from local residents and firms, as opportunities occur. ARTIST agrees to hire qualified local residents and firms whenever feasible.

B. Conflict of Interest. ARTIST shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. ARTIST agrees to complete statements of economic interest pursuant to the Political Reform Act of 1974 as amended (Government Code Sec. 81000 et seq.).

VIII. CONTRACTUAL PROVISIONS

A. Anti-Assignment. ARTIST shall not assign this Agreement, any portion of Description of Services, or any monies due, or to become due thereunder, without CITY's written approval. Any attempt at assignment without CITY's written approval shall be cause for termination of this Agreement.

B. ARTIST as Independent Contractor. The ARTIST shall perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. ARTIST shall not be supervised by any employee or official of the CITY, nor shall ARTIST exercise supervision over an employee or official of the CITY. The ARTIST is not required by CITY to be licensed or insured as a contractor or subcontractor for any of the building trades. The ARTIST is required to have a CITY business license.

C. Ownership and Reproductions

1. Ownership. Finished ART PROJECT shall become the exclusive property of CITY once it is accepted by CITY. The ART PROJECT shall have been copyrighted by the ARTIST pursuant to Paragraph VIII, Section C.2 but shall remain the property of the CITY.

2. Copyright. ARTIST shall register the project and place a copyright notice on or near the ART PROJECT in the form and manner required to protect copyrights of the ART PROJECT under United States Copyright law. If the copyright is registered with the U.S. Copyright Office, ARTIST shall provide CITY with a copy of the application for registration, the registration number and effective date of registration. ARTIST retains all copyrights of the ART PROJECT, including its preliminary design and incidental works created for the ART PROJECT. This designation shall be placed on the "plaque" as described in Paragraph I, Section E.4.

3. Reproductions

a. ARTIST hereby grants CITY without charge to the CITY, irrevocable license, for the life of the ART PROJECT, to make or cause to be made, photographs and other two dimensional reproductions of the ART PROJECT for educational, public relations, tourism, or arts promotional purposes without payment of a royalty to ARTIST. For purposes of this Agreement, the following are among those deemed to be permissible reproductions for the above-cited purposes: brochure and pamphlets pertaining to CITY; reproduction in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books, and art and news sections of newspapers; in general books and magazines not primarily devoted to art; slides and film strips; and television. On any and all such reproductions, CITY shall place a copyright notice in the form and manner required to protect copyright of the ART PROJECT under the United States Copyright Law and credit ARTIST. CITY agrees that, unless ARTIST request to the contrary in writing, all formal references to and reproductions to the ART PROJECT shall include the following credit line: "This ART PROJECT is sponsored by the City of Escondido".

b. If any reproduction rights are sold by the CITY for any type of commercial purposes, CITY shall pay ARTIST forty percent (40%) of any gross fee and royalties that CITY has received for these rights.

D. Indemnification and Hold Harmless Agreement. ARTIST agrees to defend indemnify and hold CITY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for breach of warranty

or for damages or injuries to any person or property, including injury to ARTIST's employees, agents, or officers, or subcontractors which arise from or are connected with or caused or claimed to be caused by the acts or omissions of ARTIST, or its employees, officers or subcontractors in performing any work or services under this Agreement, and all expenses of investigating and defending same. ARTIST's duty to defend indemnify and hold harmless shall be limited to tangible injury to person or property and shall not include damages for interruption to business or other economic loss and shall not include any claims or liability arising from the gross negligence or willful misconduct of CITY, or its agents, officers or employees.

E. Delays and Extensions of Time

1. General. If a delay is caused by unforeseen events beyond the control of ARTIST, the delay shall entitle ARTIST to an extension of time as provided in Paragraph VIII, Section E.2, but ARTIST shall not be entitled to damages or additional payment due to the delay. "Unforeseen events" include war, earthquakes, fires, floods, adverse weather necessitating cessation of work, or other similar action of the elements. No extension of time shall be granted for a delay caused by ARTIST's inability to obtain materials, unless such delay is caused by such an unforeseen event. If delays beyond ARTIST's control are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by CITY to be in CITY's best interests, an extension of time may be granted, but ARTIST shall not be entitled to damages or additional payment due to such delays. If a delay beyond ARTIST's control is caused solely by action or inaction by CITY, under this Agreement or in completing the underlying street improvement project, the delay shall entitle ARTIST to a reasonable extension of time.

2. Extension of Time. Extensions of time, when granted, shall be based upon the effect of delays to the ART PROJECT. Extensions of time shall not be granted for minor delays to small portions of the ART PROJECT, unless ARTIST shows that the delays did or shall delay the progress of the whole ART PROJECT.

F. Default and Remedies

1. Should ARTIST fail to complete the ART PROJECT under the terms of this Agreement or otherwise default, CITY shall have the right of entry to recover the ART PROJECT or any portion thereof and any ART PROJECT materials of sufficient value to offset payments made by CITY.

2. If at any stage of the work ARTIST abandons the ART PROJECT, CITY may, at its option, elect to terminate this Agreement.

3. If CITY or ARTIST willfully or negligently fails to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other parties shall have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting parties shall have forty-five (45) calendar days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by CITY, CITY shall promptly compensate ARTIST for all services performed by ARTIST in accordance with this Agreement prior to termination, but shall not be relieved of liability for default.

4. CITY may, at its option, without further notice or demand upon ARTIST, immediately cancel and terminate this Agreement and terminate

each, every and all of the rights of ARTIST and any and all rights of persons claimed by or through ARTIST under this Agreement, if any of the following events occur:

- a. ARTIST defaults in the performance of this Agreement and fails to begin to cure such default within ten (10) calendar days following the service on ARTIST of a written notice from CITY specifying the default(s) complained of and the date on which its rights will be terminated as provided if such default(s) is/are not cured; or
 - b. that ARTIST files a voluntary petition for bankruptcy; or
 - c. that ARTIST is adjudicated as bankrupt; or
 - d. that ARTIST makes a general assignment for the benefit of creditors.
5. In the event of default by ARTIST, all finished and unfinished products prepared for submission by ARTIST under this Agreement shall, at CITY's option, become its property, and CITY shall retain the right to fabricate or execute the ART PROJECT. ARTIST shall remain liable to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ARTIST. CITY may reasonably withhold payments to ARTIST until such time as the exact amount of any damages due CITY from ARTIST are determined in excess of ARTIST's prospective liability.
6. The rights and remedies of CITY as set forth in Paragraphs VIII, Section F.1 through 6 are cumulative only and shall in no way be deemed to limit any of the other provisions of this Agreement.

G. Termination

1. CITY shall have the right to terminate this Agreement upon ten (10) working days' written notice to ARTIST. If this Agreement is terminated by CITY prior to completion of the ART PROJECT, ARTIST shall be paid in accordance with Paragraph II, Section D of this Agreement, which includes reasonable compensation for labor and materials provided for any phase he has at such a time begun, but not yet completed.

2. Any amendments to this Agreement, including any significant modification to scope of work, shall be made in writing by ARTIST and City Manager, or its appointed authority acting by and for CITY.

H. Anti-Waiver Clause. None of the provisions contained herein shall be waived because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived, in whole or in part.

I. Choice of Law. This 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 North San Diego County, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego.

J. Merger Clause. This Agreement and its Exhibits are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Exhibits, the provisions of this Agreement shall prevail.

K. Severability. The invalidity in whole or part of any provision of this agreement shall not void or affect the validity of any other provisions of this Agreement.

IX. NOTICES TO CITY AND ARTIST

A. CITY's exercise of its options provided in this Agreement shall be evidenced by written notice delivered to ARTIST.

B. Notice to Parties. Administration of this Agreement is under the jurisdiction of the City Manager. Any statements, communications or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated below, until such time as notice of any changes of person to be notified or change of address is forwarded to all parties:

ARTIST:

Mr. Paul Hobson
2861 Ivy Street
San Diego, CA 92104

CITY:

City of Escondido
201 North Broadway
Escondido, CA 92025 - 2798
Attn: Engineering Services Department
Mr. Edward Domingue
Director of Engineering Services

Any communication about the terms or conditions of this Agreement or any changes to it, or any notice provided for by this Agreement or any changes to it, or any notice provided for by this Agreement or by law to be given or served upon CITY shall be given or served by letter deposited in the United States mail, postage prepaid and addressed to the above CITY address. Any notice provided for by this Agreement or by law to be given or served upon ARTIST may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to said ARTIST at the address provided by ARTIST. If ARTIST does not provide an address as required, CITY's duty to provide notice is discharged by

sending by regular mail any notice to the last address provided to CITY by ARTIST in writing. Any notice to ARTIST may be personally served upon ARTIST or any person authorized by ARTIST to receive such notice.

C. Change of ARTIST'S Address.

ARTIST shall notify CITY of changes in his address. The failure to do so, if such failure prevents CITY from locating ARTIST, shall be deemed a waiver by ARTIST of the right subsequently to enforce those provisions of Paragraph IV, Section B.1 that requires the express approval of ARTIST. Notwithstanding this provision, CITY shall make every reasonable effort to locate ARTIST when matters arise relating to ARTIST's rights.

X. INSURANCE REQUIREMENTS

A. ARTIST or appropriate subcontractor shall insure the ART PROJECT against loss by fire, theft, or any damage during fabrication, storage, transportation, and installation. A certificate of insurance evidencing such coverage shall be furnished to CITY by ARTIST.

B. ARTIST shall also have Liability Insurance in the following amounts:

1. General Liability Insurance with at least One Million Dollars (\$1,000,000) combined single limit coverage per occurrence for bodily injury and property damage; and
2. Automobile Liability Insurance of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employer's Liability Insurance as required by California Labor Code, as amended.

C. Each and every insurance policy required by the above shall be acceptable to the City Attorney and shall name the CITY specifically and separately as an additional insured under the policy by a valid endorsement, with the exception of the Workers' Compensation. Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs prior to the expiration date on the face of the certificate. Insurance coverage must be provided by a Best's A, 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 surplus lines carriers. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement, which shall be in form satisfactory to the City Attorney. Failure to comply with insurance requirements under this Agreement shall be a material breach of this Agreement.

D. In the event that ARTIST physically participates in the fabrication or installation of the ART PROJECT or portions of the ART PROJECT during the On-Site Installation Phase, ARTIST shall procure and maintain General Liability Insurance for the duration of the On-Site Installation Phase. CITY shall be named in the General Liability Insurance policy as additional insured, as described more fully in Paragraph C above. In such case, ARTIST shall provide a certificate of insurance to CITY thirty (30) calendar days prior to the commencement of the On-Site Installation Phase.

E. In the event that ARTIST only oversees but does not physically participate in the fabrication or installation of the ART PROJECT or any portion of the ART PROJECT by its subcontractor(s), ARTIST and CITY shall be named in the

General Liability Insurance policy of the subcontractor(s) as additional insured, as described more fully in Paragraph C above. In such case, ARTIST shall provide a certificate of insurance to CITY thirty (30) calendar days prior to the commencement of the On-Site Installation Phase.

F. ARTIST shall require each subcontractor for the ART PROJECT to procure and maintain General Liability, Automobile Liability and Workers' Compensation Insurance coverage for the duration of the On-Site Fabrication Phase. ARTIST shall not commence On-Site Installation under this Agreement until CITY has received ARTIST 's insurance certificates for the coverage listed in this Paragraph. CITY shall not be obligated to ARTIST or his contractor(s) to pay for any loss not covered by, or in excess of, the limits of the insurance carried by CITY or required to be carried by ARTIST .

G. Business License. ARTIST shall be required to obtain a City of Escondido Business License prior to execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the CITY by its Officer thereunto authorized and by ARTIST, the date and year first above written.

CITY OF ESCONDIDO,
a Municipal Corporation
201 North Broadway
Escondido, CA 92025-2798

Date: _____

Mayor

City Clerk and Seal

ARTIST
Paul Hobson
2861 Ivy Street
San Diego, CA 92104
Tax #

Date: _____

(ARTIST signature)

Approved as to Form:

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

By: _____
Alex Briziolis, Deputy City Attorney

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

PAUL HOBSON

2861 IVY STREET SAN DIEGO CA 92104
paulhobson@cox.net

(619) 236 7970
www.paulhobson.org

Maple Street Art Components Cost Breakdown

Art Furniture Finishes

Stack stone and flagstone for eight piece living-room furniture arrangement 4,108.15
Set material 6,790.00
Supervision: 10 hrs. @ \$150.00 per hr. 1,500.00
\$12,398.15

Picnic Tables and Benches finish

Stack stone for two tables and seven benches 1,837.20
Set material 3,000.00
Terrazzo artwork 25,110.00
Supervision: 5 hrs. @ \$150.00 per hr. 750.00
\$30,697.00

Historic Paver Borders

Ceramic tile mosaics – 22 sq. ft. @ \$4.90 per sq. ft. 107.80
Lay-up – 22 sq. ft. @ \$100 per sq. ft. (45 pieces) 2,200.00
Supervision: 1 hr. @ \$150.00 per hr. 150.00
\$2,457.80

Seat Retaining Wall Planter Finish with Cap

Stack stone – 150 sq. ft. @ \$13.75 per sq. ft. 2,062.50
Flagstone - 210 sq. ft. @ \$4.00 per sq. ft. 840.00
Set material 4,070.00
Supervision: 1 hr. @ \$150.00 per hr. 150.00
\$7,122.50

2 Gateway Signs – mosaic inlays for bases

Polished stone material – 140 sq. ft. @ \$25.00 per sq. ft. 3,500.00
Lay-up and backing – 140 sq. ft. @ \$100 per sq. ft. 14,000.00
Set material 4,000.00
Supervision: 1 hr. @ \$150.00 per hr. 150.00
\$21,650.00

Custom Seat-wall – Stacked Stone and Mosaics Finishes

Stack stone – 140 sq. ft. @ \$13.75 per sq. ft. 1,925.00
Flagstone - 110 sq. ft. @ \$4.00 per sq. ft. 440.00
Ceramic tile – 140 sq. ft. @ \$4.90 per sq. ft. 686.00
Lay-up ceramic tile 14,000.00
Set material 12,040.00
Supervision: 3 hr. @ \$150.00 per hr. 450.00
\$29,541.00

6" Curb – Stacked Stone Finishes with Flagstone Cap

Stack stone with flagstone cap 4,889.00
Set material 6,900.00
Supervision: 1 hr. @ \$150.00 per hr. 150.00
\$11,939.00



PAUL HOBSON

2861 IVY STREET SAN DIEGO CA 92104
paulhobson@cox.net

(619) 236 7970
www.paulhobson.org

**Three 10" x .120 polished stainless steel columns with text
Installation ready**

\$12,000.00

Total

\$127,805.45



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Jerry H. Van Leeuwen, Director of Community Services
SUBJECT: CAL FIRE Urban Forestry Inventory Grant

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-18 authorizing the Director of Community Services to submit an application to CAL FIRE for an Urban Forestry Inventory Grant.

FISCAL ANALYSIS:

The requested grant will provide \$200,000.00 to conduct an inventory of City trees. An additional amount of \$67,000 will be required as an in-kind match. The match funding has been identified within the existing City budget allocated to the maintenance division.

PREVIOUS ACTION:

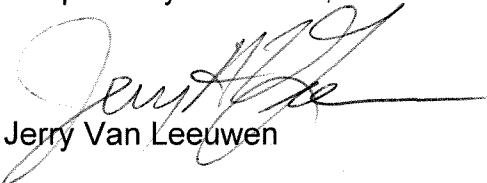
None

BACKGROUND:

CAL Fire has provided an opportunity to submit grant applications to conduct urban tree inventories. Staff estimates the City owns approximately 54,000 trees. The trees are not adequately inventoried or assessed for health and risk. If granted, the requested funds will allow the City to hire a contractor to conduct a comprehensive survey of all trees, included location, size, variety, health and risk status. Data collected through the survey will be available to other agencies, such as SDGE, to prioritize maintenance efforts. The effort will establish a comprehensive, geo-based database for future planning needs

The grant has been prepared by Chris Guenther, one of the City arborists. His initiative on seeking this funding is greatly appreciated.

Respectfully submitted,


Jerry Van Leeuwen

RESOLUTION NO. 2012-18

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DIRECTOR OF
COMMUNITY SERVICES, TO EXECUTE, ON
BEHALF OF THE CITY, AN APPLICATION TO
CAL FIRE FOR AN URBAN FORESTRY
INVENTORY GRANT

WHEREAS, the City of Escondido ("the City") has approximately 54,000 trees;
and

WHEREAS, the City has not conducted a comprehensive tree inventory in many
years; and

WHEREAS, CAL Fire has a grant program that can provide funds to conduct a
comprehensive urban forest inventory; and

WHEREAS, a comprehensive inventory will assist the City and others to
effectively and efficiently prioritize work to maintain trees and reduce risks.

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

1. That the above recitations are true.
2. That the City Council authorizes the Director of Community Services to
submit an application on behalf of the City to CAL Fire for an Urban Forest Inventory
Grant.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Lake Wohlford Café Concession Contract

RECOMMENDATION:

The Utilities Department requests Council approval of Resolution 2012-25 authorizing execution of a concession contract with the Lake Wohlford Café, represented by Bruce M. Kamps and Phyllis A. Kamps.

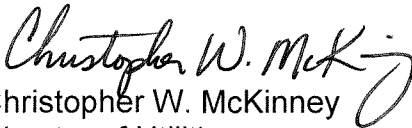
FISCAL ANALYSIS:

Gross receipts of concessionaire sales at the Lake Wohlford Café ("the Concessionaire") were \$30,000 in calendar year 2011, and averaged \$26,750 annually since 2007. Under the terms of the existing contract and the proposed contract, 20% of the gross receipts are retained by the Concessionaire and the remaining 80% are remitted to the Water Fund. Revenue to the Water Fund was \$24,000 in 2011, and averaged \$21,400 annually since 2007.

BACKGROUND:

Under the terms of the proposed contract, the Concessionaire will continue to sell fishing permits, sell fishing licenses, sell boat and motor rentals, and collect launching fees for operation of private boats on Lake Wohlford when and if such operation is allowed. Concessionaire services insure that the general public has convenient use of the Lake Wohlford Recreation Area, and that the City is relieved of the cost of providing such services. The Concessionaire agrees that concessions sales will be available when Lake Wohlford is open for operations. The term of the contract is five years, with subsequent annual renewal options.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2012-25

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY MANAGER OR
HIS DESIGNEE, TO EXECUTE ON BEHALF
OF THE CITY, A CONCESSION CONTRACT
WITH THE LAKE WOHLFORD CAFE

WHEREAS, the sale of concessions – including fishing licenses, fishing permits, and boat rentals – enhances the use of the Lake Wohlford Recreation Area by the general public; and

WHEREAS, the Lake Wohlford Café is located in the Lake Wohlford Community and is near the Lake Wohlford Recreation Area; and

WHEREAS, the general public has been well served by concession sales at the Lake Wohlford Café; and

WHEREAS, the City Council deems it to be in the public interest to continue concession sales at the Lake Wohlford Café.

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

1. That the above recitations are true.
2. That the City Manager or his designee are authorized to execute, on behalf of the City, a Concession Contract (the "Contract") for the Lake Wohlford Recreation Area. A copy of the Contract is attached as Exhibit "1" and is incorporated by this reference.



CONCESSION CONTRACT FOR
LAKE WOHLFORD RECREATION AREA

This Agreement is made this _____ day of _____, 20__.

Between: BRUCE M. & PHYLLIS A. KAMPS
Lake Wohlford Café
25484 Lake Wohlford Road
Escondido, California 92027
("Concessionaire")

And: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
("City")

Witness that whereas:

- A. It is appropriate that the following contract be entered into for the convenience of the general public and the use and enjoyment of the Lake Wohlford Recreation Area.
- B. Concessionaire leases and operates Lake Wohlford Café ("Premises") which is near the Lake Wohlford Recreation Area.
- C. The City and Concessionaire desire to assure that the public will be well served by the assumption of responsibility for certain operations at the Lake Wohlford Recreation Area by Concessionaire.

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

- 1. DUTIES OF CONCESSIONAIRE. Concessionaire shall:
 - a. Sell fishing permits required by the Escondido Municipal Code.
 - b. Sell fishing licenses required by the Fish and Game Code of the State of California.
 - c. Book boat and motor rentals.
 - d. Collect daily launching fees for uses of privately owned boats when access to Lake Wohlford by privately owned boats is allowed by the City.

- e. Maintain the premises of the Lake Wohlford Café in a reasonable manner to permit safe access by the public to obtain licenses, permits and boat rentals, etc.

2. DUTIES OF CITY. City shall:

- a. Provide permit forms and tickets for fishing and boating.
- b. Stock the lake with fish in amounts to be determined from time to time by the City Council.
- c. Maintain boats and motors in a clean and usable condition.
- d. Maintain lake grounds and shoreline in a manner conducive to public use and enjoyment.

3. HOURS OF OPERATION. Concessionaire agrees that the premises shall be open daily for sale of permits and boat rentals at all times when the lake is open for operation, essentially during the following hours: 5:30 a.m. to (1) hour of posted closing of lake. Lake is open for operation 7 days a week between the second Saturday in December through the second Sunday in September. Lake is also open on Saturdays and Sundays between the third Saturday in September through the first Sunday in December.

Concessionaire shall be permitted to close the premises during inclement weather only when the Deputy Utilities Manager or his designee agrees that operations may cease during the period of inclement weather.

4. PERIOD OF AGREEMENT. This period of this Agreement shall be five years from the date executed. This Agreement may be extended by mutual written consent of the parties for successive one year periods. This Agreement may be terminated at any time by providing 60 day advance written notice to the other party.

If Concessionaire creates or allows to be created on the premises a nuisance or other condition determined to be detrimental to the public health, safety or welfare by the City, the City may immediately declare this Agreement terminated.

5. FEES. As a fee for performing the duties described above in a satisfactory manner, Concessionaire shall be entitled to 20% of the gross weekly receipts. The City shall receive the remaining 80% of gross weekly receipts. "Gross Weekly Receipts" are all monies received from those activities set forth in Section 1 of this Agreement.

6. PAYMENT. Payment shall be made each Friday and shall consist of all receipts up to and including those of the previous Sunday. Payment shall be made to the Deputy Utilities Manager or his designee at the address indicated below. In the event that any payments are not made on or before the due date herein provided, Concessionaire shall pay the City a late charge of seven percent on said unpaid balance at the date of payment.

7. RECORD KEEPING. Concessionaire shall keep true and accurate books and records showing all of its business transactions pertaining to the sale of permits and the rental of boars and motors in a manner acceptable to the City, and the City shall have the right to inspect and audit such books and records at any time during normal business hours with reasonable notice. A thorough audit shall be arranged and shall take place within 30

days of the termination of this Agreement. The costs for such audit shall be paid by the City.

8. INDEMNITY. Concessionaire recognizes that its Café is situated on property which is not owned and controlled by the City and its duties under this Agreement will take place on such property. Therefore, Concessionaire shall indemnify, defend and hold harmless the City and its agents and employees from all liability or claim of liability, from such claim, arising by reason of personal injury, death or property damage occurring from operation of Concessionaire's café or the operations carried on pursuant to this Agreement, except for liability arising out of the sole negligence of the City, its officers, agents or employees.

City recognizes that the Lake, the docking area, and the boats and motors which are the subject of Concessionaire's duties under this Agreement, are owned, and maintained by the City. Therefore, the City agrees to indemnify, defend and hold harmless Concessionaire against any liability or claim of liability, including attorney's fees from such claim, arising by reason of personal injury, death, or property damage occurring from the City's operations on or about the Lake, and the Lake property including particularly the boats, motors, lake and boat docks, except for liability arising out of the sole negligence of Concessionaire, its agents and employees, that arising out of Concessionaire's operations on City controlled and maintained property.

9. LIABILITY INSURANCE. Concessionaire shall provide public liability insurance in the sum of at least \$1,000,000 combined single limit. The City shall be named as additional insured with regard to Concessionaire's operation under this Agreement. A signed and complete Certificate of Insurance with all endorsements required by this paragraph and inform satisfactory to the City Attorney shall be submitted to the City concurrently with this Agreement, and the failure to submit the Certificate is a material breach of this Agreement.
10. FORCE MAJEURE. Neither party shall have liability to the other for adverse conditions at Lake Wohlford resulting from drought, flood, fire, explosion, inadequate water quality or act of God arising out of contingencies, events or causes beyond the control of the party affected. Further, the City of Escondido, shall have no liability for inadequate water levels at Lake Wohlford resulting from reasonable operational and maintenance measures taken by the City.
11. CONTRACT NOTICE. Any notices required or permitted by this Agreement shall be deemed to have been adequately given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Concessionaire:
Bruce & Phyllis Kamps
254854 Lake Wohlford Road
Escondido, CA 92027

To City:
Christopher McKinney
Director of Utilities
201 N. Broadway
Escondido, CA 92025

The address to which notices shall or may be mailed by either party shall or maybe changed by written notice given by a party to the other at the address given above.

12. ASSIGNMENTS. No transfer, assignments or corporate merger by the Concessionaire that affect this Agreement or any party of it shall be made unless such transfer, assignment or corporate merge is first approved in writing by the City. Any violation of this paragraph shall make this Agreement void.
13. ENTIRE AGREEMENT. This contract constitutes the entire Agreement between the parties with respect to the subject matter and may not be altered, amended, modified, limited or extended except in a writing signed and acknowledged by both parties.
14. NONDISCRIMINATION. The Concessionaire and his employees shall not discriminate because of race, religion, color, ancestry, sex, age, national origin or physical handicap against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or employed by the public. The Concessionaire or his employees shall not publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, national origin or physical handicap.

In the performance of this Agreement, Concessionaire shall not discriminate against any employee or applicant of reemployment, because of race, color, religion, ancestry, sex, age, national origin.

15. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended to create an agency relationship, either expressed or implied, between the parties hereto, and Concessionaire herein agrees that the performance of obligations hereunder are rendered in its capacity as an independent contractor and that it is in no way an employee or agent of the City.

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: _____

Christopher McKinney, Director of Utilities

Date: _____

CONCESSIONAIRE
Lake Wohlford Café
25484 Lake Wohlford
Escondido, CA 92027

Bruce M. Kamps

Phyllis A. Kamps

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Human Resources
Cindy Titgen, Benefits & Workers' Compensation Manager

SUBJECT: Employer Paid Member Contributions for Fire Management

RECOMMENDATION:

Staff recommends that Council approve Resolution No. 2012-22 to reduce the Employer Paid Member Contributions paid by the City from nine percent (9%) to zero percent (0%) for Fire Management.

FISCAL ANALYSIS:

There is no cost impact to the General Fund.

BACKGROUND:

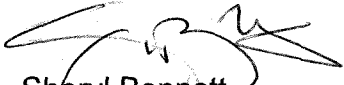
A contracting agency with CalPERS may agree to pay all or a portion of normal contributions otherwise required to be paid by members of an employee group. When the employer pays the employee's contributions to CalPERS, it is called "Employer-Paid Member Contributions" (EPMC).

On February 6, 2000, City Council approved Resolution No. 2000-29 to elect to pay nine percent (9%) of employees' compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable as special compensation for all sworn Fire employees. Effective March 10, 2010, Council approved Resolution 2010-33 authorizing the City to continue to pay and report the value of nine percent (9%) EPMC for Fire Management employees. In accordance with Council direction the City will reduce the payment and reporting of the value of employees' compensation as EPMC from nine percent (9%) to zero percent (0%) for Fire Management employees. CalPERS requires adoption of Resolution No. 2012-22 to authorize CalPERS to reduce EPMC paid by the City from nine percent (9%) to zero percent (0%).


Resolution Reducing City's Retirement Contribution
Page 2

Accordingly, staff recommends approval of Resolution No. 2012-22 to reduce the paying and reporting of the value of EPMC to zero (0%) for current and future Fire Management employee's effective February 19, 2012.

Respectfully submitted



Sheryl Bennett
Director of Human Resources



Cindy Titgen
Benefits & Workers' Compensation Manager

RESOLUTION NO. 2012-22

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
FOR PAYING AND REPORTING THE VALUE
OF EMPLOYER PAID MEMBER
CONTRIBUTIONS (GOVERNMENT CODE
SECTION 20636(c)(4)) FOR FIRE
MANAGEMENT

WHEREAS, the Escondido City Council has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691; and

WHEREAS, the City previously provided for the inclusion of normal member contributions paid by the employer on behalf of the members as special compensation; and

WHEREAS, effective February 6, 2000, the City Council approved Resolution No. 2000-29 to elect to pay nine percent (9%) of employees' compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable as special compensation for all sworn Fire employees; and

WHEREAS, effective March 20, 2010, the City Council approved Resolution No. 2010-33 to elect to continue to pay nine percent (9%) of employees' compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable as special compensation for all Fire Management employees; and

WHEREAS, the City Council now desires to reduce the payment and reporting value of employees' compensation earnable as Employer Paid Member Contributions from nine percent (9%) to zero percent (0%); and

WHEREAS, a required step in the procedure to change the paying and reporting of Employer Paid Member Contributions is the adoption by the City Council of a Resolution to reduce paying and reporting the value of nine percent (9%) Employer Paid Member Contributions (EPMC); and

WHEREAS, the following is a statement of the proposed change in reporting compensation to CalPERS:

This change shall apply as follows:

The City of Escondido elects to pay zero percent (0%) of employees' compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable as special compensation. This shall apply to all employees of the Fire Management group.

The effective date of this Resolution shall be February 19, 2012.

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

1. That the above recitations are true.
2. The City Council elects to pay zero percent (0%) of employee's compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable as special compensation for all employees of the Fire Management group.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: February 15, 2011

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Abandoned Vehicle Abatement (AVA) Program Funding Resolution

STAFF RECOMMENDATION:

It is requested that Council approve Resolution 2012-27 declaring the City's intent to extend participation in the San Diego County AVA Program.

BACKGROUND:

California Vehicle Code Sections 9250.7 and 22710 authorize the establishment and operation of service authorities to manage funding for the abatement of abandoned vehicles. In 1991 the County of San Diego established a service authority for the abatement of abandoned vehicles and imposed a one dollar (\$1) vehicle registration fee after the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county, adopted resolutions providing for the establishment of the authority and imposition of the fee. Commercial vehicles are also assessed an additional two dollar (\$2) fee.

The AVA fee is collected by the Department of Motor Vehicles (DMV) at the time of registration or renewal of registration and subsequently forwarded to the county service authorities and then to participating cities. The money received shall be used only for the abatement, removal, or the disposal as a public nuisance of any abandoned, wrecked, dismantled, or inoperative vehicle or part of the vehicle from private or public property. Vehicle Code Section 9250.7 contains a sunset provision but allows the fee to be extended in increments of up to 10 years if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee. The current fee authorization sunsets on April 30, 2012.

In November 2010 Proposition 26 became effective. The measure prohibits a local government from enacting, increasing, or extending any levy, charge, or exaction of any kind without voter approval unless an exception can be identified. Since no exception exists, Proposition 26 requires that voter approval now be obtained to extend the AVA fee. On February 6, 2012, we learned the County's AVA Service Authority will hold a special meeting on February 9, to authorize an initiative for the June 2012 election. The ballot proposal must be submitted to the Registrar of Voters by March 9, 2012. The County has asked participating cities to pass resolutions in support of this continued ballot measure, if the City seeks continued participation in the program. Participation allows the City to

reimburse personnel costs directly associated with abandoned vehicle abatement in the police department and in the code enforcement division. In prior years, the program has also funded vehicle and equipment purchases.

FISCAL ANALYSIS:

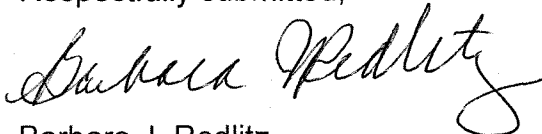
Failure to support this resolution could result in the loss of future funding from the County AVA Service Authority.

ANALYSIS:

Abatement of abandoned vehicles is consistent with the City Council priorities as identified in the Image and Appearance Action Plan. Code Enforcement staff normally handles abandoned vehicles that are on private property. The Police Department currently assigns a non-sworn employee, who is responsible for tracking and towing vehicles that are abandoned on our city streets or alleys.

The Code Enforcement Division abated an average of 24 vehicles per month on private property during fiscal year 2010-2011 (291 total abatements). On average, the Police Department normally removes 10 to 20 vehicles per month that are identified as abandoned on public property. These vehicles are eyesores, as well as safety hazards. A vehicle left abandoned is a frequent target of vandals; windows get broken out, hazardous fluids leak onto the ground, and parts may get stolen. Staff feels continuation of the AVA program is essential to reducing crime and the visual deterioration of a neighborhood.

Respectfully submitted,



Barbara J. Redlitz
Director of Community Development

RESOLUTION NO. 2012-27

RESOLUTION OF THE CITY COUNCIL CITY
COUNCIL OF THE CITY OF ESCONDIDO,
CALIFORNIA, TO AUTHORIZE SERVICE
AUTHORITY TO PLACE AN INITIATIVE ON
THE JUNE 5, 2012 BALLOT TO EXTEND
FEES PURSUANT TO VEHICLE CODE
SECTIONS 9250.7 AND 22710

WHEREAS, sections 22710 and 9250.7 of the California Vehicle Code authorized the establishment of the San Diego County Abandoned Vehicle Abatement Service Authority ("AVA") in 1991 and the imposition of a \$1.00 fee on vehicles registered in the San Diego County, referred to as the AVA Fee; and

WHEREAS, these registration fees are used exclusively for the abatement, removal, and disposal of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, on private or public property, to combat neighborhood blight and decay; and

WHEREAS, Senate Bill 106, Chapter 175 of the Statutes of 2001, amended California Vehicle Code Sections 9250.7 and 22710 to allow an extension of the registration fees in increments of up to 10 years; and

WHEREAS, Senate Bill 106 requires a county's board of supervisors, by a two-thirds vote, and the cities with the majority of the incorporated population within the county to adopt resolutions approving an extension of the registration fees; and

WHEREAS, the current AVA Fee sunsets on April 30, 2012, and the requisite number of aforementioned resolutions have not been adopted; and

WHEREAS, without an extension of the registration fees, authority for the imposition of the registration fees expire on April 30, 2012, and the County and cities

within the County will be unable to recover a significant portion of the costs of abating nuisance vehicles; and

WHEREAS, on February 9, 2012, the Board of the San Diego County Abandoned Vehicle Abatement Service Authority voted to order an election and submit to the electors of San Diego County the question of whether the vehicle registration fee of \$1.00 should be extended, as authorized by the Vehicle Code Sections 9250.7 and 22710, as allowed for by law, and paying for costs incident thereto, contingent on the County of San Diego's Board of Supervisors, by a two-thirds vote, and the cities with the majority of the incorporated population within the county adopting resolutions to authorize the aforementioned election and approve an extension of the AVA Fee contingent upon voter approval.

NOW THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Escondido, the following:

Section 1. The City Council of the City of Escondido consents to the San Diego County Abandoned Vehicle Abatement Service Authority order of an election and submits to the electors of San Diego County on June 5, 2012, the question of whether to extend the vehicle registration fee of \$1.00, as authorized by the Vehicle Code sections 9250.7 and 22710.

Section 2. On the ballot to be used at the June 5, 2012 election, in addition to any other matters required by law, there shall be printed substantially the following:

PROPOSITION ____. Extension of the Abandoned Vehicle Abatement Fee. Should the San Diego County Abandoned Vehicle Abatement Authority extend the Abandoned Vehicle Abatement Fee to impose \$1.00 on each vehicle registered in San Diego County, each year, for a period of 10 years, or as otherwise allowed for by state law, to be used solely for the removal of abandoned and wrecked vehicles from public and private property?	YES	
	NO	

Section 3. An appropriate mark placed on the voting square after the word "Yes" shall be counted in favor of the adoption of the proposition. An appropriate mark placed in the voting square after the word "No" shall be counted against the proposition.

Section 4. Passage of this proposition requires the affirmative vote of two-thirds of those qualified electors voting on the matter at the county-wide election.

Section 5. The date of the election shall be June 5, 2012, and the election shall be held solely within the boundaries of San Diego County, contingent on the County of San Diego's Board of Supervisors, by a two-thirds vote, and the cities with the majority of the incorporated population within the county adopting resolutions to approve the aforementioned election and authorize an extension of the AVA Fee contingent upon voter approval. The aforementioned County and city resolutions shall be adopted on or before March 9, 2012.

Section 6. The City Council of the City of Escondido hereby authorizes the extension of the AVA Fee, contingent upon approval of the ballot measure by at least two-thirds of the registered voters voting on the ballot measure. If approved by the voters, this resolution shall constitute the authorization necessary for the San Diego County Abandoned Vehicle Abatement Authority to impose the AVA Fee and submit this Resolution, together with certified results of the election, to the Department of Motor Vehicles to implement the AVA Fee without further action of this jurisdiction or any other jurisdiction, to the fullest extent allowed for by law.

Section 7. This Resolution shall take effect immediately on and after its adoption.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Gilbert Rojas, Director of Finance
SUBJECT: Adoption of Recognized Obligation Payment Schedule

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-29 Adopting a Recognized Schedule of Obligations.

FISCAL ANALYSIS:

As part of the Dissolution of the Redevelopment Agency (ABX1-26) the City is required to prepare an initial draft of the Recognized Obligation Payment Schedule. A certified version will be submitted to the Oversight Board for approval. This schedule will be used by the Oversight Board to remit payments to the Successor Agency to meet the ongoing Redevelopment obligations.

PREVIOUS ACTION:

On January 25, 2012 The City Council affirmed that the City was to serve as the Successor Agency for Redevelopment and Housing.

BACKGROUND:

Budget trailer companion bills known as Assembly Bill No. 1X 26 ("AB 1X 26") and Assembly Bill No. 1X 27 ("AB 1X 27") were passed by the California legislature on June 15, 2011 and were signed by the Governor on June 28, 2011. AB 1X 26 required that each redevelopment agency throughout the state be dissolved and during the interim period prohibited agencies from taking numerous actions, effective both immediately and retroactively. AB 1X 27 provided that a community could participate in a "Voluntary Alternative Redevelopment Program" ("VARP") to enable a redevelopment agency within that community to remain in existence.

The California Redevelopment Association, the League of California Cities and others filed a petition with the California Supreme Court ("Court") challenging AB 1X 26 and AB 1X 27 (*California Redevelopment Association, et al. v. Matosantos, et al.*) The Court issued its decision on December 29, 2011, in which it upheld the provisions of AB 1X 26, which dissolved redevelopment agencies statewide, and struck down AB 1X 27, which would have permitted the continued existence of

redevelopment agencies under an alternative redevelopment program predicated on transfer of monies to the state.

The Court found that the legislature is vested with the authority to both create and terminate redevelopment agencies and thus had the ability to approve AB 1X 26. However, the Court found that the provisions of Proposition 22 precluded the state from requiring the transfer of redevelopment funds under AB 1X 27. It further found that the payments under the proposed VARP were not truly "voluntary" because they were necessary for the continued existence of the agencies. The Court, which had issued a stay and modified stay during and after the CRA litigation, modified the deadlines set forth in AB 1X 26 by approximately the time period involved in the CRA litigation, which was four months in most cases.

The City of Escondido has a redevelopment agency, which was created by ordinance in 1984. The redevelopment agency is governed by a Community Development Commission authorized by Health and Safety Code Section 34110. Section 34120(a) permits the legislative body to appoint itself as the Commission, which was accomplished in Escondido by means of Ordinance No. 85-2.

However, under AB 1X 26, as of February 1, 2012, redevelopment agencies are dissolved. Redevelopment agency assets, including the existing Escondido Redevelopment Agency housing fund balance but excepting out other housing assets, will be transferred to the Successor Agency. The other Escondido Redevelopment Agency housing assets (exclusive of the existing RDA housing fund balance) will be transferred to the successor housing agency. The Escondido Redevelopment Agency is also required to prepare a preliminary draft of a Recognized Obligation Payment Schedule ("ROPS") to be delivered to its Successor Agency. After February 1, 2012, the Successor Agency will be able to make payments only as they are listed on the Recognized Obligation Payment Schedule.

The property tax revenues related to the Escondido Redevelopment Agency will be placed in a "Redevelopment Property Tax Trust Fund" administered by the County auditor-controller, and expenditures from such Fund will be limited to those set forth on the ROPS. The Enforceable Obligations Payment Schedule has previously been approved by the City and posted on its website, and such Schedule will form the basis of the ROPS. The activities of the Successor Agency will be overseen by the Oversight Board.

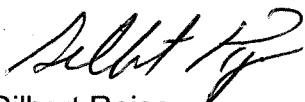
Oversight Boards will be created for each redevelopment agency, and will have seven members. Two will be appointed by the County Board of Supervisors (one to be a member of the public), two by the Mayor, one by the County Superintendent of Education, one by the Chancellor of California Community Colleges, one by the largest special district taxing entity eligible to receive property tax revenues, and one employee from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the Successor Agency at the time of the appointment, appointed by the Mayor. The Director of the Department of Finance will have

overarching ability to disapprove or modify actions taken by the Successor Agency and the Oversight Board.

If the City elects not to serve as its Successor Agency, another local agency (city, county, city and county, or special district in the county of the Escondido Redevelopment Agency) may elect to become the Successor Agency. The first local agency that submits a resolution evidencing its election to serve as the Successor Agency to the county auditor-controller shall serve such purpose. If no local agency makes such an election, a public body to be called a "Designated Local Authority" consisting of three county residents will be formed by the governor and will serve such functions.

For those sponsoring communities that do not elect to serve as the successor housing agency, the functions and assets will be transferred to the local Housing Authority and, if there is no such Housing Authority, will be transferred to the Department of Housing and Community Development.

Respectfully submitted,



Gilbert Rojas
Director of Finance

RESOLUTION NO. 2012-29

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AS THE SUCCESSOR AGENCY TO THE
ESCONDIDO REDEVELOPMENT AGENCY
ADOPTING A RECOGNIZED SCHEDULE OF
ENFORCEABLE OBLIGATIONS PURSUANT
TO HEALTH AND SAFETY CODE SECTION
34177

WHEREAS, pursuant to authorizing Resolution No. 2012-16, the City Council of the City of Escondido elected to serve as the successor agency and successor housing agency to the Escondido Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to make payments due for enforceable obligations and adopt a Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, pursuant to Health and Safety Code Section 34177, a ROPS must be adopted that lists all of the obligations that are enforceable within the meaning of Health and Safety Code Section 34167(d) must thereafter be reviewed by other entities, updated, and published in a specific manner; and

WHEREAS, it is the intention of the City Council of the City of Escondido as the successor agency to the Escondido Redevelopment Agency to adopt the ROPS so that the successor agency may continue to make payments due for enforceable obligations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, RESOLVES AS FOLLOWS:

1. That the above recitations are true.

2. That the City Council, as the successor agency to the Escondido Redevelopment Agency, hereby adopts the ROPS that is attached hereto as Exhibit "A" and incorporated by this reference.

3. That the City Manager is hereby authorized to make future additions, deletions and changes to the attached schedule.

Name of Redevelopment Agency: Escondido Redevelopment Agency
 Project Area(s): Escondido Redevelopment Project

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Source of Funds	Payments by month					Total	
						Jun-12	Jul	Aug	Sept	Oct		Nov
1) 1992 Revenue & Cap. Appr. Bonds ²	Bank of New York	Bond Payment	2,240,000	2,240,000	RPTF	2,240,000						2,240,000
2) 2007A Lease Revenue Bonds ¹	Bank of New York	Bond Payment	35,497,500	6,110,375	RPTF	5,479,750						5,479,750
3) 2007B Lease Revenue Bonds ¹	Bank of New York	Bond Payment	14,803,155	2,605,443	RPTF	2,320,095						2,320,095
4) Bond Expense	Bank of New York	Bond Trustee Admin Fees	0	15,000	RPTF	6,000						6,000
5) Loan Repayment to General Fund ³	City of Escondido	Program Administration	14,032,810	0	RPTF	0						0
6) Loan Repayment to Traffic Impact Fund ³	City of Escondido	Capital Improvement	975,484	0	RPTF	0						0
7) Loan Repayment to Housing Set Aside Fund ³	City of Escondido	ERAF Payments	3,992,292	0	RPTF	0						0
8) Governing Board Costs	Housing Governing Board	Administration	0	9,000	RPTF	4,500						4,500
9) Employee Costs	Employees of City of Escondido	Housing	0	642,380	RPTF	321,190						321,190
10) Audit Fees	Auditors to be determined	Settlement Agreement Obligation	0	20,000	RPTF	0						0
11) Property Tax Admin Fee	County of San Diego	Tax Increment Administration	0	302,897	RPTF	9,087						9,087
12) Consulting Services	Diane Headland	Administration	0	20,000	RPTF	10,000						10,000
13) Consulting Services	Stradling	Successor Agency Support	0	25,000	RPTF	25,000						25,000
14)												
15) Via Robles - CalHFA loan	CalHFA	Loan repayment - Affordable Housing	2,405,000	2,405,000	LMIHF							0
16) CalHFA Loans	CalHFA	Loan repayments - Affordable Housing	4,525,000	0	LMIHF							0
17) El Norte Apartments	Community HousingWorks	Affordable housing redevelopment project	2,400,000	2,400,000	LMIHF	2,300,000						2,300,000
18) The Elms	San Diego Habitat for Humanity	Land for affordable housing project	125,000	125,000	LMIHF	125,000						125,000
19) Escondido Views MHP Lot Redevelopment	UHC	Lot for affordable housing project	71,000	71,000	LMIHF	71,000						71,000
20) Mercado project	TBD	Land for affordable housing project	946,800	0	LMIHF	0						0
21) Replacement Units	TBD	3-units replacement housing units	262,000	0	LMIHF	0						0
22)												0
23)												0
24)												0
25)												0
26)												0
27)												0
28)												0
29)												0
30)												0
Totals - This Page			81,683,041	16,991,065		12,911,622	0	0	0	0	0	12,911,622
Totals - Page 2			0	0		0	0	0	0	0	0	0
Totals - Page 3			0	0		0	0	0	0	0	0	0
Totals - Page 4			0	0		0	0	0	0	0	0	0
Totals - Other Obligations			469,738,566	10,456,876		8,139,912	0	0	0	0	0	8,139,912
Grand Total - All Pages			551,421,607	27,447,971		21,051,534	0	0	0	0	0	21,051,534

Source of Funds:
 RPTF - Redevelopment Property Tax Trust Fund
 LMIHF - Low and Moderate Income Housing Fund
 Other

Notes:
 1 Lease reimbursement agreement between City of Escondido and CDC of the City of Escondido
 2 Reimbursement agreement with Palomar College
 3 Cooperation Agreement dated February 26th, 1988
 4 Amount is due in September, 2012. Noted in June, 2012 for cash flow purposes.
 5 Amounts are due in September, 2012 & March, 2013. Noted in June, 2012 & January, 2013 for cash flow purposes.

Resolution No. 2012-29
 EXHIBIT A
 Page 1 of 4

Name of Redevelopment Agency: Escondido Redevelopment Agency
 Project Area(s): Escondido Redevelopment Project

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Source of Funds	Payments by month						Total
						Jan-2013	Feb	Mar	Apr	May	Jun-2013	
1) 1992 Revenue & Cap. Appr. Bonds ²	Bank of New York	Bond Payment	2,240,000	2,240,000	RPTF							0
2) 2007A Lease Revenue Bonds ¹	Bank of New York	Bond Payment	35,497,500	6,110,375	RPTF	630,625						630,625
3) 2007B Lease Revenue Bonds ¹	Bank of New York	Bond Payment	14,803,155	2,605,443	RPTF	285,348						285,348
4) Bond Expense	Bank of New York	Bond Trustee Admin Fees	0	15,000	RPTF	9,000						9,000
5) Loan Repayment to General Fund ³	City of Escondido	Program Administration	14,032,810	0	RPTF	0						0
6) Loan Repayment to Traffic Impact Fund ³	City of Escondido	Capital Improvement	975,484	0	RPTF	0						0
7) Loan Repayment to Housing Set Aside Fund ³	City of Escondido	ERAF Payments	3,399,292	0	RPTF	0						0
8) Governing Board Costs	Housing Governing Board	Administration	0	9,000	RPTF	4,500						4,500
9) Employee Costs	Employees of City of Escondido	Housing	0	642,380	RPTF	321,190						321,190
10) Audit Fees	Auditors to be determined	Settlement Agreement Obligation	0	20,000	RPTF	20,000						20,000
11) Property Tax Admin Fee	County of San Diego	Tax Increment Administration	0	302,897	RPTF	293,810						293,810
12) Consulting Services	Diane Hadland	Administration	0	20,000	RPTF	10,000						10,000
13) Consulting Services	Stradling	Successor Agency Support	0	25,000	RPTF	0						0
14)												0
15) Via Robles - CalHFA loan	CalHFA	Loan repayments -Affordable Housing	2,405,000	2,405,000	LMHFF	2,405,000						2,405,000
16) CalHFA Loans	CalHFA	Loan repayments -Affordable Housing	4,525,000	0	LMHFF	0						0
17) El Norte Apartments	Community HousingWorks	Affordable housing redevelopment project	2,400,000	2,400,000	LMHFF	100,000						100,000
18) The Elms	San Diego Habitat for Humanity	Land for affordable housing project	125,000	125,000	LMHFF	0						0
19) Escondido Views MHP Lot Redevelopment	UHC	Lot for affordable housing project	71,000	71,000	LMHFF	0						0
20) Mercado project	TBD	Land for affordable housing project	946,800	0	LMHFF	0						0
21) Replacement Units	TBD	3-units replacement housing units	262,000	0	LMHFF	0						0
22)												0
23)												0
24)												0
25)												0
26)												0
27)												0
28)												0
29)												0
30)												0
Totals - This Page			81,683,041	16,991,095		4,079,473						4,079,473
Totals - Page 2			0	0		0						0
Totals - Page 3			0	0		0						0
Totals - Page 4			0	0		0						0
Totals - Other Obligations			469,738,566	10,456,876		2,316,964						2,316,964
Grand total - All Pages			551,421,607	27,447,971		6,396,437						6,396,437

Source of Funds:

RPTF - Redevelopment Property Tax Trust Fund
 LMHFF - Low and Moderate Income Housing Fund
 Other

Notes:
 1) Lease reimbursement agreement between City of Escondido and CDC of the City of Escondido
 2) Reimbursement agreement with Palomar College
 3) Cooperation Agreement dated February 26th, 1988
 4) Amount is due in September, 2012. Noted in June, 2012 for cash flow purposes.
 5) Amount is due in September, 2012 & March, 2013. Noted in June, 2012 & January, 2013 for cash flow purposes.

Resolution No. 2012-29
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Name of Redevelopment Agency: Escondido Redevelopment Agency
 Project Area(s): Escondido Redevelopment Project

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Source of Funds	Payments by month						Total	
						Jun-2012	Jul	Aug**	Sept	Oct	Nov		Dec-2012
1) Pass Through Agreement	County of San Diego	Payments per 33401	165,787,777	3,343,401	RPTF	1,404,228							1,404,228
2) Pass Through Agreement	North County Cemetery District	Payments per 33401	1,144,036	47,668	RPTF								0
3) Pass Through Agreement	Rincon Del Diablo Municipal Water District	Payments per 33401	4,445	123	RPTF								0
4) Statutory Payments	City of Escondido	Payments per 33607	7,442,450	313,698	RPTF								0
5) Statutory Payments	Resource Conservation District of Greater San Diego County	Payments per 33607	7,425	297	RPTF								0
6) Statutory Payments	Vallecitos Water District	Payments per 33607	10,725	429	RPTF								0
7) Statutory Payments	San Diego County Water Authority	Payments per 33607	182,325	7,293	RPTF								0
8) Statutory Payments	Metropolitan Water District	Payments per 33607	207,075	8,283	RPTF								0
9) Pass Through Agreement	Palomar Pomerado Health	Payments per Settlement Agreement	8,837,977	230,757	RPTF	230,757							230,757
10) Pass Through Agreement	San Marcos Unified School District	Payments per Settlement Agreement	2,019,021	52,716	RPTF	52,716							52,716
11) Pass Through Agreement	Palomar Community College	Payments per Settlement Agreement	23,580,638	615,683	RPTF	615,683							615,683
12) Pass Through Agreement	Escondido Elementary School District	Payments per Settlement Agreement	141,086,256	3,165,929	RPTF	3,165,929							3,165,929
13) Pass Through Agreement	Escondido Union High School District	Payments per Settlement Agreement	107,561,961	2,413,983	RPTF	2,413,983							2,413,983
14) Pass Through Agreement	San Diego County Superintendent of Schools	Payments per Settlement Agreement	11,464,455	256,616	RPTF	256,616							256,616
15)													0
16)													0
17)													0
18)													0
19)													0
20)													0
21)													0
22)													0
23)													0
24)													0
25)													0
26)													0
27)													0
28)													0
Totals - Other Obligations						469,735,566	10,456,876	0	0	0	0	0	8,139,912

Source of Funds:
 RPTF - Redevelopment Property Tax Trust Fund
 LMIHF - Low and Moderate Income Housing Fund
 Other

Resolution No. 2012-29
 EXHIBIT A
 Page 3 of 4

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Source of Funds	Payments by month						Total
						Jan-2013	Feb	Mar	Apr	May	Jun-2013	
1) Pass Through Agreement	County of San Diego	Payments per 33401	185,787,777	3,343,401	RPTF	1,939,173						1,939,173
2) Pass Through Agreement	North County Cemetery District	Payments per 33401	1,144,038	47,668	RPTF	47,668						47,668
3) Pass Through Agreement	Rincon Del Diablo Municipal Water District	Payments per 33401	4,445	123	RPTF	123						123
4) Statutory Payments	City of Escondido	Payments per 33607	7,842,450	313,698	RPTF	313,698						313,698
5) Statutory Payments	Resource Conservation District of Greater San Diego County	Payments per 33607	7,425	297	RPTF	297						297
6) Statutory Payments	Vallejos Water District	Payments per 33607	10,725	429	RPTF	429						429
7) Statutory Payments	San Diego County Water Authority	Payments per 33607	182,325	7,293	RPTF	7,293						7,293
8) Statutory Payments	Metropolitan Water District	Payments per 33607	207,075	8,283	RPTF	8,283						8,283
9) Pass Through Agreement	Palomar Pomerado Health	Payments per Settlement Agreement	8,837,977	230,757	RPTF							0
10) Pass Through Agreement	San Marcos Unified School District	Payments per Settlement Agreement	2,019,021	52,716	RPTF							0
11) Pass Through Agreement	Palomar Community College	Payments per Settlement Agreement	23,580,638	615,683	RPTF							0
12) Pass Through Agreement	Escondido Elementary School District	Payments per Settlement Agreement	141,088,256	3,165,929	RPTF							0
13) Pass Through Agreement	Escondido Union High School District	Payments per Settlement Agreement	107,561,961	2,413,683	RPTF							0
14) Pass Through Agreement	San Diego County Superintendent of Schools	Payments per Settlement Agreement	11,464,455	296,616	RPTF							0
15)												0
16)												0
17)												0
18)												0
19)												0
20)												0
21)												0
22)												0
23)												0
24)												0
25)												0
26)												0
27)												0
28)												0
Totals - Other Obligations						2,316,964	0	0	0	0	0	2,316,964

Source of Funds:
 RPTF - Redevelopment Property Tax Trust Fund
 LMHF - Low and Moderate Income Housing Fund
 Other

Resolution No. 2012-29
 EXHIBIT A
 Page 4 of 4

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No. 10
Date: February 15, 2012

TO: Honorable Mayor and City Council Members
FROM: Marie Waldron and Ed Gallo
SUBJECT: Modification to San Diego County Vector Control

RECOMMENDATION:

It is requested that Council authorize the Mayor to sign the attached letter requesting that the County modify its Vector Control Program to include abatement measures for the eye gnat.

BACKGROUND:

Eye gnats have been a significant nuisance for residents living in the southern area of Escondido for a number of years. Currently, eye gnats are not included as part of the County's Vector Control Program and therefore, abatement measures are not available to reduce or eliminate these insects. The County recently held a workshop regarding the eye gnat problem at L.R. Green Elementary School. Approximately three hundred people were in attendance including a large number of Escondido residents.

Attached to this staff report is a draft letter addressed to the County Board of Supervisors from the Mayor requesting that the Vector program be modified to include abatement measures for the eye gnat. Also attached as background material, are several articles concerning the eye gnat and associated issues. We are recommending that the City Council authorize the Mayor to sign the letter to the Board of Supervisors.



Sam Abed
Mayor
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4610 Fax: 760-839-4578

February 16, 2012

Chairman Ron Roberts and Board of Supervisors
1600 Pacific Highway, Room 402
San Diego, CA 92101

RE: Proposed Eye Gnat Ordinance

Dear Chairman Roberts and Board Members:

On behalf of the Escondido City Council, I am writing to express appreciation and support for the County's efforts to seek a solution to the eye gnat problem that has been affecting the quality of life of residents in the unincorporated areas as well as southern Escondido for the past several years.

The Escondido City Council feels the proposed ordinance being considered by the Board of Supervisors on February 29, 2012 is a positive step towards affirming the County's authority in this matter, by defining eye gnats as a vector as authorized under state law. By broadening the authority of the County's Vector Control Program to include abatement measures for eye gnats, we are confident that appropriate measures and procedures can be developed that provide relief to our residents and maintain the attractiveness of our community for future residents and visitors, while balancing the property rights of the traditional agriculture and organic farming businesses to insure their continued viability and prosperity. We further encourage the Board to support ongoing educational outreach and research to identify and implement additional, effective abatement measures.

The Escondido City Council appreciates your favorable consideration of this matter and supports equitable solutions to maintain the quality of life and economic vitality of the North County region.

Sincerely,

Sam Abed
Mayor

cc: City Council
Clay Phillips, City Manager



**New Proposed Eye Gnat Program and Ordinance:
Public Comments Due February 10, 2012 by 5:00 p.m.**

To: Interested Parties Regarding Eye Gnats,

You are receiving this notification because of your interest in eye gnat and organic farming issues in San Diego County.

On November 9, 2011 at the request of Supervisor Jacob and Supervisor Slater-Price, the Board of Supervisors directed the Chief Administrative Officer to work with the Farm Bureau and other interested parties and return with recommendations outlining a "tougher strategy" to lessen the adverse community impact of eye gnats caused by local organic farming operations and develop options for consideration by the Board of Supervisors. The Departments of Environmental Health; Agriculture, Weights and Measures; and Farm and Home Advisor coordinated with the San Diego County Farm Bureau and other interested persons to develop a County program to address eye gnat nuisances. An Eye Gnat Intervention Working Group (EGIWG) was assembled which included organic farmers, Farm Bureau representatives and affected community members.

Click on the following links to find copies of the proposed documents:

- [*San Diego County Code of the Regulatory Ordinances Relating To Vector Control*](#) (Ordinance)
- [*Department of Environmental Health Report to the Board of Supervisors and the Community on Eye Gnat Intervention Options and a Recommended Program*](#) (Report)
- [*Proposed Eye Gnat Program Flow Chart*](#)
- [*Eye Gnat Frequently Asked Questions \(FAQ's\)*](#)
- County of San Diego Vector Control Program's website at: www.SDVector.com

We recommend that you read the Report first. This will provide a better understanding of the proposed eye gnat program and the EGIWG decisions and recommendations and the discussions behind them. The proposed ordinance has two parts—amendments to Chapter 2 to bring eye gnats into the County Vector Control Program, and a new Chapter 4 to provide special protections for organic farming.

The Department of Environmental Health will be accepting written comments on these documents until 5:00 pm on February 10, 2012. Comments received will be included with the Report and Proposed Ordinance to be heard by the Board of Supervisors on February 29, 2012.

To submit written comments regarding the proposed Eye Gnat Ordinance and/or Report, please submit your comments by February 10, 2012 to:

Email: vector@sdcounty.ca.gov

Fax: (858) 571-4268

US Mail:

Vector Control – Eye Gnat
5570 Overland Avenue, Suite 102
San Diego, CA 92123

Eye Gnat Frequently Asked Questions

Eye Gnats:

1. What are eye gnats?
 - a. Eye gnats are tiny flying insects that breed in a variety of settings from wilderness areas to irrigated agriculture in the warmer climates of the United States. Eye gnats are attracted to the eyes, noses and mouths of people and animals, seeking a protein source. While there are other species of flies which may have similar behavior, the new ordinance specifically refers to gnats in the genera *Hippelates* or *Liohippelates*.
2. What time of year are eye gnats the biggest problem in San Diego County?
 - a. Eye gnats can be active anytime the temperature is over 70 degrees with the most activity occurring when temperatures get into the 90's. This usually means the peak of activity will be during the warmer summer months.
3. Why does the State of California consider eye gnats a vector, but up until now San Diego County did not?
 - a. The County of San Diego Department of Environmental Health (DEH) Vector Control Program primary focus is on organisms that can transmit diseases to humans.
4. Why doesn't DEH enforce the state definition of a vector?
 - a. The state vector control law authorizes the County to have vector control programs, but how programs are implemented is described in local ordinance. The County's ordinance currently defines "vector" more narrowly than state law.
5. Why is the County proposing to include eye gnats as a vector?
 - a. The County does not currently exercise the authority available under state law to regulate eye gnats as a vector. Therefore, the County cannot issue orders to abate eye gnats when they reach nuisance levels. The new ordinance would restore the County's authority to issue abatement orders for eye gnats.

Eye Gnat Frequently Asked Questions

Farm related questions:

6. What are buffer crops?
 - a. Buffer crops are rows of plants, such as alfalfa, that are treated weekly with conventional pesticides to prevent gnats from leaving the farm.
7. What is a barrier cloth?
 - a. A barrier cloth is a physical barrier such as silt fence material, which is placed at the edge of the farm. Gnats tend to fly close to the ground. Research has demonstrated that a physical barrier may stop or disrupt their flight path, preventing them from leaving the farm.
8. Do farms require a permit to operate? If so, can it be revoked?
 - a. Permits are not required for farms as long as the property is zoned agriculture.
9. Are there any effective pesticides that are considered organic?
 - a. Research has shown that organic pesticides have a limited effect by themselves. However, organic pesticides in combination with other farming best management practices, can improve overall control of eye gnats. Research in this area is underway.

Enforcement Issues:

10. What enforcement actions can be taken?
 - a. If the proposed ordinance is approved, Vector Control will work with the farmer to develop a voluntary eye gnat abatement plan in consultation with the Farm and Home Advisor. If the farmer does not comply with the voluntary plan, an order to abate can be issued requiring a mandatory plan. If new research results in additional validated abatement measures being identified, these measures can also be ordered. However, any abatement measure must be validated, applicable and practicable for that farm.

Eye Gnat Frequently Asked Questions

11. Can fines be imposed if a farmer does not comply with voluntary or mandatory orders?

- a. If a farmer does not comply with or appeal an order to abate, civil penalties can be imposed by the Director.

12. The farmer is not the property owner does the property owner share some responsibility?

- a. If the County determines that a public nuisance exists it may issue an order to abate to the property owner as well as the farmer.

13. Can you force the farmer to shut down or use conventional pesticides?

- a. Under extreme conditions, in which abatement plans do not adequately abate County verified eye gnat nuisances, the Director may petition the Eye Gnat Abatement Appeals Board for relief from abatement order limitations. The petition would have to receive concurrence by the Eye Gnat Abatement Appeals Board for the Director to take action.

14. What agency certifies organic farming status?

- a. Organic certifications are issued by private certifying organizations. Those organizations must be registered with the California Department of Food and Agriculture.

15. Can private citizens file suit against the farmer or the property owner?

- a. This ordinance does not limit the right of any person affected by an agricultural operation that is a nuisance to seek judicial abatement of that nuisance pursuant to the Civil Code.

Department of Agriculture Weights and Measure:

16. What role will Department of Agriculture Weights and Measure have if eye gnats are considered a vector?

- a. The exact role is not defined at this time. The proposed ordinance will allow the Director of Environmental Health to delegate such powers and

Eye Gnat Frequently Asked Questions

responsibilities for vector control to the Director of the County Department of Agriculture, Weights and Measures if it is mutually agreed between those Directors, provided that such delegations must be related to agricultural operations or to eye gnats generally.

Eye Gnat Traps:

17. Can a resident make an eye gnat trap?

- a. Yes. Detailed instructions are posted on the Vector Control Program website for both a simple trap and one that performs better but is more complex to build:
[www.sdcounty.ca.gov/deh/pests/pdf/Eye Gnats/eye gnat trap instructions.pdf](http://www.sdcounty.ca.gov/deh/pests/pdf/Eye_Gnats/eye_gnat_trap_instruction_s.pdf)

18. Do eye gnat traps use bait? If so, what kind of bait is used?

- a. The bait in the trap is a mixture of eggs and water. The normal recipe is about 5 eggs per gallon of water. It is not a pesticide and does not kill the eye gnats. The gnats cannot get out of the trap and die inside it.

19. Does the County provide eye gnat traps to the general public?

- a. No. At this time traps are the responsibility of the property owner. However, instructions on how to build traps can be found on the County Vector Control Program website at:
http://www.sdcounty.ca.gov/deh/pests/eyegnats/eyegnats_home.html

Department of Environmental Health
Report to the Board of Supervisors and the Community on
Eye Gnat Intervention Options and a Recommended Program

Summary

On November 9, 2011, the Board of Supervisors directed the Chief Administrative Officer to work with San Diego Farm Bureau and interested parties to develop a “tougher” strategy to lessen the adverse community impact of eye gnats and develop options for consideration by the Board of Supervisors. The CAO assigned the Department of Environmental Health (DEH) to conduct this process. DEH assembled an “Eye Gnat Intervention Working Group” (EGIWG) to provide perspective, recommendations, advice and feedback. Farmers, Farm Bureau representatives, and community members participated, along with the Farm and Home Advisor (FHA), the Directors of DEH and the Department of Agriculture, Weights and Measures (AWM), DEH Vector Control Program staff, and legal counsel for the County. See Attachment 1 for participants and their affiliations.

The EGIWG discussed options previously identified by members of the Board of Supervisors as well as all ideas presented by participants prior to the end of the last EGIWG meeting. Some additional ideas that were offered only after group meetings had concluded are also discussed in this report. The group discussed impacts on communities, program funding, legal authority, effectiveness, fairness, costs, acceptability, the appropriate role of government, and all other concerns raised by participants. Participants were frank, open minded, courteous, hard working, and determined to jointly address this problem. The County participants in this process greatly appreciate the service of the external EGIWG participants.

The EGIWG achieved consensus on some issues and procedures, but participants ultimately disagreed on some key points. Participant positions that influenced the recommendations in this report included the following:

- There was agreement that eye gnats are a problem that needs a County-wide solution, and that the solution should be based on state law vector control powers and access to Vector Control Program funding.
- There was agreement that eye gnats are a tough technical problem that needs a better technical solution, and that a technical solution is within reach. In the near term, better solutions are limited by our current inadequate knowledge. But there is great potential for further scientific research to identify better eye gnat abatement control strategies. There was agreement that the County should help to fund that research.
- There was agreement that farmers should be good neighbors and that farmers should get a fair opportunity to address their eye gnat problems voluntarily before facing mandatory orders or

financial penalties. But there was no final consensus on what a fair opportunity should include, or on how to resolve conflicts between farmers and communities if those conflicts do not have a technical solution.

- There was agreement that the Vector Control Program should supplement farmers' efforts by addressing other sources of eye gnats that contribute to a community nuisance. There was agreement at a technical level that communities could contribute to resolving a problem if they were receptive to off-farm abatement measures, but there was no consensus on what communities should be asked to do, or on who should pay for off-farm abatement measures.
- The group discussed at length what should be done, and how quickly, if the combined efforts of farmers and the Vector Control Program do not resolve a community nuisance. Should organic operations be restricted to protect the community? Or should farmers be allowed to continue organic farming if their eye gnat abatement measures were highly effective? Not surprisingly, there was no consensus on which interests should have priority in intractable cases. There was however detailed pragmatic discussions of procedures for addressing these potential conflicts.
- There was agreement that a balanced Eye Gnat Abatement Appeals Board should play a significant role in protecting farmers from overzealous regulation, and in protecting communities from eye gnat nuisances. There was not agreement on how this board should be formed or what powers it should have.

Concurrent with the work of the EGIWG, work has been completed to ensure further significant enhancements to the eye gnat control strategies that have been in use at the Bornt farm in Jacumba. Progress has also been made toward getting an initial eye gnat abatement plan in place for the Be Wise Ranch in the City of San Diego. The Farm Bureau and Farm and Home Advisor assisted on these matters.

Introduction

This report presents a proposed program to toughen the County's current eye gnat abatement efforts, as directed by the Board. The program builds on but goes beyond the limited consensus achieved in the EGIWG process. The proposed program would begin with the ordinance proposed alongside and explained within this report. Adoption of that ordinance would allow the Vector Control Program to ensure that robust eye gnat prevention plans are in place in 2012 at the Bornt Farm in Jacumba and at the Be Wise Ranch in the City of San Diego's San Pasqual Valley Agricultural Preserve. Whether these robust plans are put in place voluntarily to make an order unnecessary, or are put in place by a DEH order, the affected communities will benefit. The Vector Control Program would also look at other potential sources of eye gnats that could be affecting the communities near the Be Wise Ranch, and the program would gain the regulatory authority necessary to address those sources. The Vector Control Program would also supplement on-farm eye gnat prevention and trapping with additional off-farm control measures. Off site control measures should focus on reducing eye gnats from all significant sources affecting the community. The policy should be to reduce the eye gnat problem with a comprehensive community-wide program.

Further steps will be needed to fully implement the proposed program, including the appointment of Eye Gnat Abatement Appeals Board members, the commitment of funds for further research, and incorporation of an eye gnat program into the Special Benefit Assessment Engineer's Report and Vector Control Program plan when those matters come before the Board of Supervisors in July 2012.

Additional detail follows, beginning with background information, then a topic-by-topic summary of the basis for the key decisions that underlie the proposed program, and concluding with additional information on EGIWG participant consensus with this report.

Background

Eye gnats are tiny insects that breed in a variety of settings from wilderness areas to irrigated agriculture in the warmer climates of the United States. Eye gnats are attracted to the eyes, noses and mouths of people and animals, seeking a protein source.

Farming practices and community complaints

Eye gnats are endemic in San Diego County, and were present in Jacumba and in the San Pasqual Valley prior to the introduction of large scale organic farming to those areas. However, certain farming operations can dramatically increase eye gnat breeding and create a community nuisance. Community representatives told the EGWIG that the intensity of eye gnats in their communities had increased as a result of nearby large scale organic farming.

Organic farms have a greater potential to breed eye gnats than other farms because organic farms cannot use traditional pesticides, and because vegetation turned back into the soil provides nutrients to the soil and developing eye gnat larvae. Of the 344 organic farms currently operating in San Diego County only two organic farms-- the 500 acre Bornt Farm in Jacumba, and the 220 acre Be Wise Ranch in the San Pasqual Valley --have caused significant numbers of complaints to the County about the impacts of eye gnats on nearby communities.

Since 2003, the County has received complaints from Jacumba residents complaining that eye gnats breeding on the Bornt Farm, which grows primarily lettuce and spinach, have been negatively impacting their quality of life and preventing normal outside activities.

The Be Wise Ranch grows tomatoes, strawberries, lettuce, carrots and seasonal crops. The County has received complaints of eye gnats from the South Escondido/San Diego area since 2007; with residents complaining that eye gnats interfere with their quality of life, preventing outside activities and social interaction. Representatives to the EGWIG from both areas state that eye gnat impacts have severely decreased property values. Be Wise Ranch provided the EGWIG a letter from another resident stating that there no more nor less eye gnats now than 28 years ago.

Nuisance definitions and impacts

Under state law and the County Code, a vector nuisance exists on any land that has been altered from its natural state so that it supports the development, attraction or harborage of vectors. Community impacts are therefore not a legal prerequisite for regulatory action where state vector control law authority is applicable. But State vector control law authority is exercised at the option of the Board of Supervisors. That authority is not currently applicable to eye gnats in San Diego County because eye gnats are “by definition” not vectors under the current County Code.

In this report, the term “community nuisance” is used to distinguish the state vector control law “development, attraction or harborage” standard for a “vector nuisance” from an impact-based standard, i.e., from a condition that significantly affects a community. For descriptive purposes only, eye gnats can be a community nuisance when they are present frequently enough and in significant enough numbers that their repeated swarming and feeding on humans interferes with outdoor activities. Impacts are on a continuum related to numbers, and tolerance of impacts is typically related to duration and frequency as well as severity. There is no bright line to define when accumulated personal annoyance becomes a community nuisance that should be addressed through regulatory compulsion. Drawing that line for regulatory purpose is even more difficult when eliminating a community nuisance is not easily achieved, which is the situation with large commercial organic farms located near communities today.

The direct impacts of eye gnats on outdoor activities can in turn cause economic impacts, including reduced property values, reduced tourism, lost jobs, lost tax revenues and lost revenues for business that have an outdoor component. Two participants of the EGIWG provided information on efforts to quantify these economic impacts; see Attachments 2 and 3.

County responses to eye gnat complaints

In 2008, Supervisor Jacob began a series of community meetings in Jacumba. As a result of the community meetings a team approach was developed with the Department of Environmental Health, the Department of Agriculture Weights and Measures and the Farm and Home Advisor. With very little known about the prevention or control of eye gnats, the Farm and Home Advisor began research on measures that the farm could put into place to prevent and control eye gnats.

In 2010, the Department of Environmental Health, Vector Control Program sought a voluntary agreement with the farm. The agreement included Best Management Practices (BMPs) demonstrated to be effective for eye gnat control and prevention. DEH conducted weekly inspections since 2010 during the eye gnat season which is typically from March through October.

The following BMPs have been utilized to prevent and control eye gnats on the Bornt organic farm:

- Mass trapping of eye gnats on the farm
 - The farm has installed 2,000 traps on the farm.

- DEH has installed 22 monitoring traps in the community.
- Installation of barrier cloth, (a minimum of 36 inches in height) at the property boundary between farm and community
- Planting of buffer crop with application of conventional pesticides to buffer crops only
- Elimination of tilling fresh organic material (weeds and crop stubble) into soil
- Implementation of a dry period (disruption of production crops for six weeks, commence upon harvest of crops) to disrupt the breeding cycle of the gnat.

While there has been a significant reduction in the number of eye gnats caught in traps, eye gnats are still adversely affecting the community.

Since 2008 DEH has seen a reduction of eye gnats collected in traps as a result of the prevention measures. There have been lapses in compliance with the voluntary Eye Gnat Prevention Plan. In addition, a summer rain storm in 2011 may have reduced the effectiveness of the dry period implemented by the farm. Resident complaints continued at an average of 40 complaints per week from July 2011 to October 2011, during the height of the eye gnat season.

County responses at the Be Wise Ranch have not advanced as far as at the Bornt Farm. As discussed earlier, the County does not currently have vector control program regulatory authority over eye gnats, and has no other applicable legal authority within the City of San Diego. In addition, until recently this farmer resisted DEH efforts to intervene. In 2010 FHA conducted research in the Escondido area testing different properties to determine the source or sources of the eye gnats. Research determined that properties other than the organic farm were not a significant source of eye gnats. At that time in 2010, the organic farm refused access to FHA and DEH.

In 2011 this farmer began working with the FHA to develop an eye gnat abatement plan. The elements of that plan have not been fully determined. The farmer stated in EGIWG meetings that some specific measures would be implemented in 2012, whether an ordinance is enacted or not. However, the contents of this plan could still depend in part on whether the County Vector Control Program is given regulatory authority over eye gnats through enactment of the ordinance proposed with this report. This farmer stated that he was not willing to invest \$100,000 for a six foot fence to be installed on his property if it looked like the proposed ordinance would put him out of business. This farmer is concerned because the ordinance does not provide a clear standard for success that would protect a farmer against restrictions on continued organic farming operations if neighbors continued to complain. However, the ordinance attempts to provide that standard by restricting abatement orders if a continuing community nuisance cannot be confirmed by the Director.

The EGIWG Process

Starting with the first meeting on November 30, 2011, the EGIWG met five times. In each of those meetings, the EGIWG worked with a facilitator. In later meetings, the EGIWG directly reviewed the

materials DEH proposed to provide to the Board of Supervisors, including drafts of an ordinance and of this report.

EGIWG participants initially agreed on basic principles and program elements then discussed specifics and tradeoffs at length. EGIWG participants agreed that eye gnats from farms can be a community problem, that County involvement is necessary, and that any enhanced program should be applicable in both the unincorporated and incorporated areas of the County. Participants agreed that adequate funding for County oversight was essential and over time also agreed that more research was needed and would need to be funded. All of these considerations pointed to a County ordinance to reclaim state vector control program powers. Farm representatives were concerned about that key regulatory decision, but no viable alternatives were identified. Instead, procedural and substantive limitations on County regulatory powers were discussed at length.

Participants initially agreed that the County should not be able to require organic farmers to use conventional pesticides that would destroy an organic farmer's organic certification, and that the County should not be able to order a farm to cut back on production or to close. But further discussion of what the County should and should not be able to require were inconclusive, and in later meetings this consensus broke down, with community representatives arguing that communities should not be left to suffer indefinitely, and farm interests stating that they could not give their assent to a program that had the potential to require that farms cease operations. Based on these discussions the Director decided to add a procedure that would allow the County to order production cutbacks, pesticide use, or cessation of organic farming to protect a community, but only if (1) other on-farm options had been exhausted, (2) significant off-farm sources of eye gnats had been addressed, (3) the County requested concurrence in an extraordinary order from the Eye Gnat Abatement Appeals Board, and (4) that Board agreed that the proposed order was necessary. Farm, Farm Bureau and advisor participants disagreed with the Director's decision. The Be Wise Ranch farmer later proposed that any extraordinary order of this kind should be appealable to the Board of Supervisors.

EGIWG participants agreed that farmers should have a reasonable opportunity to address eye gnat problems with voluntary measures, developed with the assistance of the Farm and Home Advisor (FHA), before any regulatory orders were imposed. The EGIWG spent much of its time discussing how a "voluntary" plan process could be implemented without wasting time and losing focus on community problems, and on when voluntary efforts should be supplanted with regulatory orders. The consensus that emerged is a complex procedure captured in the ordinance proposed to the Board of Supervisors with this report. The basic features of the compromise are an opportunity for voluntary measures if they are sufficient, a rule-based transition to regulatory orders, and a limitation of regulatory orders to only include proven eye gnat abatement measures.

The group discussed specific BMPs, in part to determine whether existing eye gnat abatement measures could resolve community problems. The Farm and Home Advisor provided substantial expert input on this issue and presented the following initial list of measures for consideration:

1. No-till or restricted-till practices for crop residues and weeds

2. Use of organic pesticides
3. Trapping both on and off the farm
4. Fallow periods or non-irrigated periods
5. Barrier crops
6. Flight barriers
7. Soil covers
8. Fertilizer selection

The group reached agreement on procedures for qualifying these and other eye gnat abatement measures for use in mandatory orders. The same procedures will be used to identify off-farm eye gnat abatement measures that are likely to be effective.

The consensus was that existing proven measures could substantially abate eye gnat problems, but could not ensure the elimination of community nuisances. There was also agreement that additional research on eye gnat abatement measures was necessary, and had very promising prospects. The EGIWG would like the Board of Supervisors to *Find* that this further research is needed, and to direct that Vector Control Program Benefit Assessment funds be made available to fund research. This research would not be limited to field testing eye gnat abatement measures at these two organic farms, but could include scientific research in University facilities.

The EGIWG discussed off-farm sources of eye gnats and off-farm control measures at length. Be Wise Ranch argued that off-farms sources of eye gnats were a significant cause of the community complaints near that farm, and also asserted that experience in the Coachella Valley with off-farm trapping showed that off-farm control measures should be a preferred method of eye gnat abatement. In addition, DEH recognized that any eye gnat program addressing community nuisance conditions should consider significant sources of eye gnats other than commercial organic farms. DEH arranged for a group telephone conference with officials from the Coachella Valley Vector Control District eye gnat program, and learned that changes in farm irrigation practices and in farm locations were likely more important factors in reducing eye gnat complaints in that community than the limited ongoing trapping still being done by that District. The EGIWG concluded that farm-focused voluntary plans and abatement orders should be supplemented by County action to understand and address non-farm eye gnat sources that contribute to a community nuisance near a commercial organic farm. The ordinance proposed today implements that conclusion. A community-wide solution is important and funding is necessary for research and implementation.

The EGIWG also discussed preferred roles for the FHA, DEH, and AWM in implementing an eye gnat abatement program. There was universal agreement that the FHA should remain in a non-regulatory advisory role, advising both farmers and the County, and in a research role. Farm representatives expressed interest in having County staff knowledgeable about farming play a key role in implementing this program. The proposed ordinance would allow the Directors of DEH and AWM to work out delegations of work in the program and funding transfers.

Findings and Recommendations:

After reviewing and analyzing Board member suggestions and other conceptual models brought forward by EGIWG, and taking the positions and concerns of EGIWG participants into account, the Director of DEH reached the conclusions set out below. These conclusions are incorporated into the ordinance presented to the Board of Supervisors with this report.

1. Additional research

The EGIWG did not identify an available complete near term technical solution to the eye gnat problems that some communities are experiencing. According to residents, despite effort by the farmer using methods that evolved from two plus years of research conducted in Jacumba, community nuisance conditions still exist. The EGIWG concluded that currently known organic farming compatible eye gnat abatement measures may not fully resolve these problems in 2012 or 2013. However, there are great prospects for further research to identify additional effective technical solutions to abate eye gnats.

Recommendation: Find that further research is needed to identify additional effective eye gnat control measures. Authorize the use of Vector Control Program funds for that purpose.

2. Definition of a Vector

The County does not exercise the authority available under state law to regulate eye gnats as a vector. Therefore, DEH cannot issue orders to organic farmers to control eye gnats, and cannot continue its current level of effort to work with the Farm and Home Advisor, farmers and communities unless Vector Control Program funds can be used. Clear regulatory authority to issue abatement orders would encourage further voluntary efforts by farmers.

Recommendation: Revise Chapter 2 of Division 4 of Title 6 of the County Code to bring eye gnats into the County's Vector Control Program.

3. County of San Diego Eye Gnat Program

EGIWG discussions addressed procedures and standards to mediate the rights and interests of communities and commercial organic farmers where eye gnats cause a community nuisance. The group consensus was incomplete, but the basic features of an ordinance were identified in these discussions. Farmers would have the opportunity to voluntarily address problems without a regulatory order, but only if their efforts were prompt and serious. Abatement orders could be issued, but only for eye gnat abatement measures that were proven, applicable to and compatible with the specific organic farm, and practicable. Where a community nuisance could not be resolved within these constraints, an Eye Gnat Abatement Appeals Board (see item 4 below) could authorize additional measures. Another important part of this program would be the Vector Control Program's work to address off-farm sources of eye gnats affecting a community.

Recommendation: Add Chapter 4 to Division 4 of Title 6 of the County Code to implement a County eye gnat abatement program for commercial organic farms.

4. Appeals Board

Administrative appeals of orders issued under the County Code are typically heard by a County hearing officer, assigned in rotation from a panel. However, in the similar context of egg ranch fly breeding nuisances, the Fly Abatement and Appeals Board (FAAB) hears disagreements over control plans and DEH orders. The FAAB board includes poultry ranchers, community members (one of which is a business owner) and a graduate in biological or environmental health sciences and knowledgeable in fly control procedures. Farming interests on the EGIWG liked that model; however, community interests were not in full support. Creating an Eye Gnat Abatement Appeals Board also provides a means for advisory reviews of proposed voluntary plans, and for validating any County determination that an order that would limit or prohibit continuation of an organic farming operation was necessary to adequately protect a community. (See item 6 below.)

Recommendation: Establish a new Eye Gnat Abatement Appeals Board (EGAAB). The formation and powers of the proposed board are described in the ordinance submitted with this report. Appointments would follow if that ordinance is adopted.

5. Eye Gnat Abatement Measures

EGIWG participants reached agreement that more research was needed to develop better on-farm and off-farm eye gnat abatement measures (see item 1 above), and also that County abatement orders and Vector Control Program spending for off-farm abatement should normally be limited to measures that had been shown to be effective. However, research into eye gnat abatement measures is still so incomplete that academic peer review has gaps, and on-farm experience is limited.

Recommendation: Use a quasi-peer review interview process to test recommendations by the FHA that specific eye gnat abatement measures are effective. Only allow peer-reviewed measures and measures "validated" in this way to be used in mandatory abatement orders. Retain discretion for the Director to determine when "validated" measures should be used at a particular farm.

6. Community Protection

Restrictions on abatement orders to protect the continued operation and the organic certification of farms have the potential to leave community nuisances only partially abated. Community EGIWG participants felt that if an organic farmer was unable or unwilling to adequately abate eye gnats while maintaining the farmer's desired scale of organic operations, appropriate protection of the community should have a higher priority than continued

unrestricted organic farming at that location. That idea was further developed in the group, but ultimately was not supported by farming, Farm Bureau and advisor participants. To partially bridge that gap, the ordinance provides that abatement orders that would scale back or prohibit continued organic farming operations could only be issued with the concurrence of the Eye Gnat Abatement Appeals Board.

Recommendation: When necessary, allow the Director to propose abatement orders that would limit continued organic farming operations to the Eye Gnat Abatement Appeals Board for concurrence.

7. Implementing Department(s)

The Board of Supervisor delegated implementation and enforcement duties of a Vector Control Program to DEH decades ago, so DEH has long experience in vector control. DEH also has an eye gnat history with the Bornt Farm. However, DEH has no other experience regulating farms. AWM understands farms and agriculture practices, understands the control of crop pests, understands organic certifications, and already conducts various inspections on commercial farms. AWM has no experience with eye gnats, yet. Farm representatives on the EGIWG expressed a preference for working with AWM on regulatory programs. Community members had no objections. Having AWM implement the eye gnat program on commercial farms could eliminate multiple inspectors from visiting the site, would add greater awareness of restrictions placed on a farmer to maintain their organic certification, and would take advantage of AWM staff understanding of agriculture industry and farming practices.

Recommendation: Provide for delegation of powers and responsibilities for vector control from the DEH to the Director of AWM with the limitation that such delegation must be related to agricultural operations or to eye gnats generally. Any such delegation of authority shall be accompanied with funds to support agreed control activities that are not supported by fees or charges.

8. Mass trapping in the community and other off-farm control measures

Trapping is a proven eye gnat abatement measure on farms where eye gnats develop, between farms and communities, and in communities. Be Wise Ranch initially favored mass trapping on the farm and in the surrounding community as the only appropriate eye gnat abatement measure for that farm. Community representatives from that area and Jacumba responded that their properties were not the source of the nuisance conditions they were experiencing, and expressed concerns that traps were unsightly, would smell, would attract eye gnats, and would reduce real estate values. These representatives were more willing to accept trapping in the community on a transitional rather than a permanent basis. There was a group consensus that some off-farm abatement measures could be used in conjunction with efforts by farmers to abate eye gnat nuisances more quickly and effectively.

Recommendation: Authorize DEH to require farmers to trap, on and off farm, and to require farmers to implement other off-farm eye gnat abatement measures. At the same time, authorize DEH to expend vector control funds for off-farm trapping and other off-farm eye gnat abatement measures. Recognize that the owners of properties that are not eye gnat nuisances cannot be required to accept traps.

9. Net Swipes and other community evidence of nuisance conditions

Trap counts in Jacumba over time have shown more than a 99% reduction in eye gnats in monitoring traps, but the community still reports nuisance impacts. Jacumba representatives proposed that in addition to monitoring traps, DEH use a parallel "net swipe" method as a tool that can be used to help assess nuisance abatement levels of the eye gnats in correlation to eye gnat counts in monitoring traps. The County cannot directly collect data using net swipes near human subject, because mandatory protocols applicable to government collection of data using human subjects could not be satisfied, but those protocols would not apply to data submitted by a resident.

Recommendation: DEH will accept net swipe data and photographs that a specified resident has witnessed, and can authenticate and date, as evidence of community conditions.

10. Funding

Enactment of the ordinance proposed with this report would enable DEH to continue to use Vector Control Program funds to address eye gnat issues at the Bornt Farm and Be Wise Ranch, including providing support for FHA costs incurred to field-test eye gnat abatement measures at those farms. But additional research is needed to develop and validate better eye gnat abatement measures.

Recommendation: DEH will include information and costs, including research costs, for the Eye Gnat Program in the Annual Benefit Assessment submitted to the Board in July 2012.

Consensus and Public Comment Processes

The EGIWG is not an advisory body to the Board of Supervisors, and its meetings were not subject to the Brown Act. Although the EGIWG achieved a degree of consensus on some issues and procedures, the recommendations in this report are recommendations of the Director of DEH, not the EGIWG. The County Agriculture Commissioner, in consideration of her responsibility to protect the agriculture industry while also protecting public welfare, expressly concurs in these recommendations.

The ordinance presented today was reviewed by the EGIWG and revised to achieve a consensus text to the extent possible. Farm, Farm Bureau, community and advisor participants all had unresolved objections to the proposed ordinance as described below.

EGIWG participants were also provided the opportunity to express concurring or dissenting views on this report, in writing. Selected dissenting positions provided to DEH prior to the completion of this report

are summarized below. The positions summarized are those that were most strongly held, or that proposed options for implementing this program that the Board of Supervisors might want to consider. Dissenting statements submitted after the completion of this report in its final form are provided at Attachment 4.

Dissenting Views:

Eye Gnat Abatement Appeals Board membership:

- Jacumba community participants stated “non-negotiable” demands that they be allowed to prescreen candidates for the Eye Gnat Abatement Appeals Board prior to the consideration of candidates by the Board of Supervisors. They also demanded that the ordinance be amended to further restrict the qualifying criteria for the one member of the Eye Gnat Abatement Appeals Board who would be a graduate in biological or environmental health sciences and not associated with DEH or any commercial organic farm. The non-negotiable additional restrictions were that this member not be associated with “standard farming, organic farms or organic gardening in any way including blogging or writing about organic produce or farming or providing services to organic farms.” These participants expressly requested that these demands be included in this report.

Eye Gnat Abatement Appeals Board Powers:

- Jacumba community participants disagreed with requiring the concurrence of the Eye Gnat Abatement Appeals Board before the Director could issue an order that required the use of pesticides or that restricted the size of the continued operation of an organic farm. These participants want the Director to be the final and absolute authority over such orders.
- The Be Wise Ranch farmer and San Diego Farm Bureau participants disagreed with any order and appeal process that could force a farm to close.
- The Be Wise Ranch farmer proposed that any order requiring the use of pesticides or restricting the size or continued operation of an organic farm be subsequently appealable to the Board of Supervisors.

Petitions for Advisory Opinions of the Eye Gnat Abatement Appeals Board

- Escondido community participants disagreed with the inclusion of an advisory opinion petition process to address disputes over voluntary plans. These participants are concerned that this additional process could delay the implementation of eye gnat abatement measures.

Abatement Order Timing

- Jacumba community participants proposed that the Bornt Farm be placed under a mandatory abatement order immediately, because that farm has already been operating under a voluntary plan for two years.

Conclusion

The EGIWG process has enabled DEH to propose an eye gnat abatement program for implementation as soon as a new ordinance can take effect. The consensus achieved within the EGIWG was not complete, and community members who were not involved in the give and take of the EGIWG process may not be satisfied with the proposed program. Farm interests expressed reservations from the opposite direction, about the possibility of extraordinary abatement orders. But there was broad agreement in the EGIWG about the need for more research, about triggering state law vector control powers and accessing vector control program funding, and about the validation of abatement measures before incorporation into orders. These are the core elements of the proposed program. The disagreements in the EGIWG were about timing issues, transitions, and appeals processes—not about the need for this program or what its basic elements should be.

Action by the Board of Supervisors now would make a difference in Jacumba and in the communities near the Be Wise Ranch in 2012, and a further difference in 2013. If the ordinance proposed today is adopted, DEH and AWM will get strong plans in place at these two farms, either voluntarily or with an order or orders if necessary. We are optimistic that eye gnat abatement measures that will be implemented at the Bornt farm in 2012 will result in a further substantial decrease in eye gnat development and migration from the farm. Serious efforts to control eye gnats associated with the Be Wise Ranch will also begin in 2012. The Vector Control Program would also work with the FHA to develop a plan for addressing other potential sources of eye gnats that could be affecting the Escondido community, and the ordinance would provide the regulatory authority to address those sources. We would also look at the potential benefits of supplementing on-farm prevention and trapping with additional off-farm trapping. These coordinated efforts would provide significant relief to the communities near this farm.

If this approach is approved, County staff would be back in July 2012, to incorporate an eye gnat program into the Engineer's Report for the Vector Control Program. That program would include an expanded research agenda and consideration of a proposal for funding.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Appeal of Planning Commission Decision to Approve a Modification to the Conditional Use Permit for Interfaith Community Services (PHG 11-0039)

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-20 denying the appeal of the Planning Commission decision to modify the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP) to allow a temporary winter shelter for up to 40 homeless persons to operate on an annual basis from December through the end of March.

PLANNING COMMISSION RECOMMENDATION:

On January 10, 2012, the Planning Commission voted 6-0-1 (Campbell abstained) to approve the temporary winter shelter and allow it to operate annually, if needed.

PROJECT DESCRIPTION:

Appeal of a Planning Commission decision to approve a modification to the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP). The requested modification would expand ongoing social service operations on the site to include a temporary winter shelter for up to 40 homeless persons. The Planning Commission approval allowed operation of the seasonal shelter on an annual basis from December through the end of March. The appeal filed by Councilmember Waldron notes there is no intent to affect shelter operations this year, but is specifically limited to the term of the CUP or the ability to operate the shelter in future years.

LOCATION:

The 1.22-acre site is located on the northeastern corner of the intersection of Washington Avenue and Quince Street, addressed as 550 W. Washington Avenue.

FISCAL ANALYSIS:

None

GENERAL PLAN ANALYSIS:

The General Plan land use designation on the site is Light Industrial, which allows for manufacturing, warehouse/distribution, assembling and wholesaling uses in a more restrictive setting than the General Industrial designation. The Zoning Code permits emergency shelters within limited areas located in the M-1 (Light Industrial) zone subject to issuance of a Conditional Use Permit. The proposed CUP modification would be consistent with the General Plan designation and policies.

ENVIRONMENTAL REVIEW:

A Notice of Exemption was issued on January 3, 2012, in accordance with CEQA Section 15301, "Existing Facilities." In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.

BACKGROUND:

On January 10, 2012, the Planning Commission approved a modification to the Interfaith CUP to allow a temporary winter shelter to seasonally operate within a vacant suite in the building. Planning Condition No. 16 limits the number of homeless persons permitted in the temporary winter shelter and allows the shelter to operate on an annual basis from December 1 through March 31. Councilmember Waldron filed an appeal of the Planning Commission decision on January 23, 2012. Her appeal notes that it is limited only to the term of the CUP or the allowance for Interfaith to host the shelter annually. The appeal further notes that there is no intention to affect Interfaith's operation of the temporary winter shelter for this year.

On September 20, 2000, the City Council approved a Zoning Code Amendment and a Conditional Use Permit (2000-03-AZ, 2000-36-CUP/BEZ) allowing Interfaith Community Services (ICS) to locate at their current location. The Zoning Code Amendment added social services (including emergency shelters) as a conditional use in the M-1 (Light Industrial) zone, when adjacent to a General Commercial (CG) zone and when located within 500 feet of public transportation. The Conditional Use Permit allowed the nearly 16,000 SF Interfaith social service facility within an existing building. Approved uses included administrative and case management offices, bulk food storage and distribution, food preparation, provision of breakfast and sack lunches to the homeless, and a 10-bed emergency shelter for veterans. A 25% reduction in the number of parking spaces was granted by the City Council through the Business Enhancement Zone process. Approximately 6,720 SF of unrelated, automobile service uses remained in the building at that time.

In November of 2004, the Planning Commission approved a modification to the Interfaith CUP (2004-71-CUP) that converted the northern portion of the building from former automotive tenant uses to a 48-bed transitional housing facility (known as Merle's Place) and a warehouse/storage room. The approximately 4,500 SF space occupied by Merle's Place had been used as a temporary winter shelter in 2003-2004. Once this modification was approved, only one automotive tenant (Meza Auto Paint) remained in approximately 2,100 SF of the 23,170 SF building. The rest of the building was used for ICS programs and administrative functions.

The last remaining commercial tenant, Meza Auto Paint, has now vacated the building. ICS is proposing to use this 2,100 SF space for the operation of the Escondido-area Winter Shelter. This seasonal emergency shelter is operated as part of The Alliance for Regional Solutions shelter system for North San Diego County. The Alliance system has operated for four years, coordinating winter shelter operations among four "standard" shelters across North County, and two "rotational shelter" operations for North County inland, and North County coastal. This system assures coverage across the region and shared responsibility among the communities for sheltering needs. Prior to The Alliance system, however, going back nearly two decades, there has been an Escondido-area emergency winter shelter operation, within the Escondido city limits. For this 2011-2012 season, the operator of the Escondido area winter shelter will be the Salvation Army. The Salvation Army has been the area shelter operator for several years and has been temporarily hosting the winter shelter on their campus, although the situation is somewhat disruptive to their other programs. Should this CUP modification be approved, ICS would "host" the shelter and it would continue to be operated by Salvation Army personnel.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On January 10, 2012, the Planning Commission voted 6-0-1 (Campbell abstained) to approve the temporary winter shelter. The commissioners discussed the operation of the facility including the proposed shared parking arrangement, location of showers, whether men and women clients would be permitted, and if shopping carts would be allowed in the building. The commission did not discuss the proposed condition that allows use of the facility for annual winter shelter operations.

Staff had recommended approval of the proposed modification to allow annual use of the facility for a temporary winter shelter, if needed. Interfaith representatives have not indicated a need to use the space for a winter shelter beyond the current year, but agree that having the ability to use it in the future could avoid a situation as occurred this year when an alternative location could not be secured. The staff recommendation to allow annual usage was based on the availability of a wide range of social services on the site to assist homeless persons, and the desire to streamline the planning process to avoid annual CUP's for the same proposal, thus allowing staff to focus limited resources on other priority projects.

Once issued, the city's ability to revoke a Conditional Use Permit is limited. A person, who in reliance on a permit issued to him by a municipality has incurred material expense, acquires a vested property right to the protection of which he is entitled. Even though a person may have acquired a vested right under a CUP, the permit may be revoked if he fails to comply with the reasonable terms or conditions expressed in the permit, or if there is a compelling public necessity. If the city imposes a one year term on this conditional use and the property owner decides to continue operating on a multi-year basis, the city's options may be limited unless a nuisance occurs or there is a compelling need to warrant revocation.

DISCUSSION:

Interfaith Community Services has been providing social services at the site for approximately eleven years. All previously approved services would still be offered on the site, including food distribution, transitional housing for veterans and seniors, a men's shelter, vocational training and job retention

skills, counseling and case management, service of breakfast and bag lunches, and meals at Christmas and Thanksgiving. All previous conditions of approval, including limits on the number of clients housed on the premises, and a requirement for strict supervision of the site to ensure enforcement of hours of operation and no loitering on the site would still be in place. The proposal would allow the operation of a temporary winter shelter on the site from December 1 through March 31 on an annual basis, if needed.

The winter shelter would operate seven nights a week during the inclement weather season, opening to clients at 5:30 P.M. and closing at 6:30 A.M. the following morning. An evening meal would be provided to the clients. After the shelter closes in the mornings, these clients would be free to take advantage of the ongoing Interfaith community morning meal, provided in Interfaith's nutrition center space at the same site; as well as showers, laundry, mail drop, telephone access, employment services lab, and other supportive services provided by Interfaith at this site. This location is also immediately on a North County Transit District bus line (Quince Ave. frontage), and is close to the Escondido Transit Center, facilitating client transportation access.

The City Council approved a Zoning Code Amendment in 2000 that added social services (including emergency shelters) as a conditional use in the M-1 (Light Industrial) zone, when adjacent to a General Commercial (CG) zone and when located within 500 feet of public transportation. The Interfaith site meets these standards. That combined with the array of social services provided on the site to assist homeless clients to move from dependency to independence and productivity, and the previous use of the building for a temporary winter shelter (2003-2004), has led staff and the Planning Commission to determine the site is appropriate for the location of a temporary winter shelter on an annual basis, if needed.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Bill Martin
Principal Planner

Kathy Heid

PHG 11-2039

From: Marie Waldron
Sent: Friday, January 27, 2012 3:54 PM
To: Clay Phillips
Cc: Barbara Redlitz
Subject: FW: Appeal of Interfaith CUP Modification

Importance: High

Clay,
In regard to my email message from 1/23/2012 to City Attorney, Jeff Epp, and along with Councilman Ed Gallo's second, we would like to be sure that the council will hear the CUP modification (term of the CUP only) for the temporary shelter to be located near ICS. We are not requesting that the CUP be withdrawn, only that the council have a discussion regarding the term or life of the CUP modification only. This will not in any way affect the operation of the temporary shelter between now and March 31, 2012.
Thanks,
Marie

From: Barbara Redlitz
Sent: Thursday, January 26, 2012 5:26 PM
To: Marie Waldron
Cc: Clay Phillips; Jeffrey Epp; Diane Halverson; Charles Grimm
Subject: Appeal of Interfaith CUP

Council Member Waldron,

We have been advised of your appeal of the CUP for the temporary shelter, documented by your email correspondence with the City Attorney dated January 23, 2012. To respect the attorney-client privilege and document that the appeal was filed in a timely manner, we ask that you formalize your appeal in writing to the City Manager, referencing your 1/23/12 emails with the City Attorney as the appeal date; a copy of the written appeal can then be provided to the applicant as they have requested. This will enable us to proceed with the appeal hearing, tentatively scheduled for Feb. 15th.

An email to Clay would be adequate, and I would appreciate being copied on it, as we need to send the notices out early next week.

Thank you; please let me know if you have any other questions.

Barbara J. Redlitz
Director of Community Development
201 North Broadway
Escondido, CA 92025
(760) 839-4546 phone
(760) 839-4313 fax

bredlitz@escondido.org<<mailto:bredlitz@escondido.org>>

CITY OF ESCONDIDO

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

January 10, 2012

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

Commissioners present: Jack Campbell, Vice-chairman; Guy Winton, Commissioner; Darol Caster, Chairman; Jeffery Weber, Commissioner; Edward Lehman, Commissioner; Bob McQuead, Commissioner; and Don Yerkes, Commissioner.

Commissioners absent: None.

Staff present: Bill Martin, Principal Planner; Jay Paul, Associate Planner; Owen Tunnell, Associate Engineer; Gary McCarthy, Senior Deputy City Attorney; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Lehman, seconded by Commissioner Winton, to approve the minutes of the December 13, 2011, meeting. Motion carried. Ayes: Campbell, Caster, Lehman, Yerkes, Winton, and Weber. Noes: None. Abstained: McQuead. (6-0-1)

WRITTEN COMMUNICATIONS – None.

FUTURE NEIGHBORHOOD MEETINGS – None.

ORAL COMMUNICATIONS – None.

PUBLIC HEARINGS:

1. MODIFICATION TO CONDITIONAL USE PERMIT – PHG 11-0039:

REQUEST: A modification to the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP) to expand ongoing social service operations on the site to include a temporary winter shelter for up to 40 homeless persons. The seasonal shelter will be hosted on the Interfaith site through the end of March within a recently vacated commercial suite. The request also includes an interpretation of the number of required parking spaces since the City's Parking

Ordinance does not specifically address the proposed mix of uses. No expansions to the building are proposed.

LOCATION: The 1.22-acre site is located on the northeastern corner of the intersection of Washington Avenue and Quince Street, addressed as 550 W. Washington Avenue.

Bill Martin, Principal Planner, referenced the staff report and noted staff's issue was whether the site was appropriate for the location of a temporary winter shelter and provides adequate parking. Staff recommended approval based on the following: 1) The Interfaith Community Services building was well-suited to host the temporary winter shelter due to the availability of a wide range of social services that were available on the site to assist homeless persons. These services include counseling and case management, hot meals, showers, laundry, employment service and other supportive services. A winter shelter had previously operated on the site with no known problems and the proposed space was sufficient in size to accommodate the maximum number of 40 men and women clients. The Salvation Army would provide nightly staffing and overnight supervision each night the shelter is in operation; and 2) A total of 52 parking spaces exist on the site and were needed for current operations. Most of the homeless clients that would utilize the temporary winter shelter do not own cars and would not be parking on the site overnight. Past experience with winter shelters of this size indicates a maximum of five vehicles can be anticipated each night from shelter clients. An additional seven parking spaces would be needed for the staff, volunteers and partner agency personnel who would assist the homeless clients. The proposed temporary winter shelter would open at 5:30 P.M. each night during inclement weather season and close at 6:30 A.M. the next morning. The 12 spaces needed by the winter shelter during nighttime hours can be shared with the 24 spaces used by ICS administrative staff during daytime hours. Administrative staff are on the site weekdays from 8:00 A.M. to 5:00 P.M. Staff feels the non-competing hours for the two uses created a shared parking opportunity that ensures adequate parking can be provided on the site.

Commissioner Winton and Mr. Martin discussed the proposed shared parking arrangement and how that differed from a joint-use parking agreement.

Commissioner Weber referenced Item 30 on Page 15 of the staff report and suggested including carbon monoxide detectors for all sleeping areas. Mr. Martin concurred.

Commissioner Winton asked if the facility had fire sprinklers. Mr. Martin replied in the affirmative.

Doug Ferris, San Marcos, Executive Director for Salvation Army Winter Shelter, noted he was available for questions.

Commissioner McQuead asked if the shelter was for men and women. Mr. Ferris stated that they accepted males and females but not families, noting they had access to other facilities that were better suited to assisting homeless families.

Commissioner Yerkes asked Mr. Ferris if they planned on installing a shower in the bathroom. Mr. Ferris replied in the negative, noting showers were available in another part of the Interfaith building.

Commissioner Winton asked if there was any control with regard to clients bringing shopping carts to the shelter. Mr. Ferris noted that shopping carts were not allowed inside their shelter.

Richard Batt, Executive Director for Interfaith, thanked the Commission for their consideration.

ACTION:

Moved by Commissioner Winton, seconded by Commissioner Lehman, to approve staff's recommendation. The motion included revising Condition No. 30 to include Carbon Monoxide detectors for all sleeping areas. Motion carried. Ayes: McQuead, Weber, Winton, Caster, Lehman, and Yerkes. Noes: None. Abstained: Campbell. (6-0-1)

2. SPECIFIC PLAN AMENDMENT – PHG 11-0034:

REQUEST: An amendment to the Escondido Research and Technology Center (ERTC) Specific Plan to modify the fencing/wall requirements to allow certain perimeter and interior fencing to exceed the current height limitation of 42 inches; modify the design standards for Planning Area 2 to allow fences and walls up to eight-feet in height; and clarify the process for modifications to specific design features such as lighting, signage, architecture, landscape elements and fencing/walls and other design elements.

LOCATION: The approximately 186-acre Escondido Research and Technology Center generally located along the eastern and western sides of Citracado Parkway, south of Auto Park Way, north of Andreasen Drive. Planning Area 2 is approximately 18 acres located on the southeastern corner of the intersection of Citracado Parkway and Harveson Place, generally addressed as 1970 – 1998 Citracado Parkway.

Jay Paul, Associate Planner, referenced the staff report and noted staff supported the applicant's request to allow fencing up to eight-feet in height on Lots 6 and 7 of Planning Area 2, which was located along the eastern perimeter of the specific plan and adjacent to industrial development. The location and design of the proposed fencing would be compatible with the eight-foot-high

PLANNING COMMISSION

Agenda Item No.: G.1

Date: January 10, 2012

CASE NUMBER: PHG 11-0039

APPLICANT: Interfaith Community Services

LOCATION: The 1.22-acre site is located on the northeastern corner of the intersection of Washington Avenue and Quince Street, addressed as 550 W. Washington Avenue.

TYPE OF PROJECT: Modification to Conditional Use Permit

PROJECT DESCRIPTION: A modification to the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP) to expand ongoing social service operations on the site to include a temporary winter shelter for up to 40 homeless persons. The seasonal shelter would be hosted on the Interfaith site through the end of March within a recently vacated commercial suite. The request also includes an interpretation of the number of required parking spaces since the City's Parking Ordinance does not specifically address the proposed mix of uses. No expansions to the building are proposed.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Light Industrial

ZONING: M-1 (Light Industrial)

BACKGROUND/SUMMARY OF ISSUES: On September 20, 2000 the City Council approved a Zoning Code Amendment and a Conditional Use Permit (2000-03-AZ, 2000-36-CUP/BEZ) allowing Interfaith Community Services (ICS) to locate at their current location. The Zoning Code Amendment added social services (including emergency shelters) as a conditional use in the M-1 (Light Industrial) zone, when adjacent to a General Commercial (CG) zone and when located within 500 feet of public transportation. The Conditional Use Permit allowed the nearly 16,000 SF Interfaith social service facility within an existing building. Approved uses included administrative and case management offices, bulk food storage and distribution, food preparation, provision of breakfast and sack lunches to the homeless, and a 10-bed emergency shelter for veterans. A 25% reduction in the number of parking spaces was granted by the City Council through the Business Enhancement Zone process. Approximately 6,720 SF of unrelated, automobile service uses remained in the building at that time.

In November of 2004, the Planning Commission approved a modification to the Interfaith CUP (2004-71-CUP) that converted the northern portion of the building from former automotive tenant uses to a 48-bed transitional housing facility (known as Merle's Place) and a warehouse/storage room. The approximately 4,500 SF space occupied by Merle's Place had been used as a temporary winter shelter in 2003-2004. Once this modification was approved, only one automotive tenant (Meza Auto Paint) remained in approximately 2,100 SF of the 23,170 SF building. The rest of the building was used for ICS programs and administrative functions.

The last remaining commercial tenant, Meza Auto Paint, has now vacated the building. ICS is proposing to use this 2,100 SF space for the operation of the Escondido-area Winter Shelter. This seasonal emergency shelter is operated as part of The Alliance for Regional Solutions shelter system for north San Diego County. The Alliance system has operated for four years, coordinating winter shelter operations among four "standard" shelters across north county, and two "rotational shelter" operations for north county inland, and north county coastal. This system assures coverage across the region and shared responsibility among the communities for sheltering needs. Prior to The Alliance system, however, going back nearly two decades, there has been an Escondido-area emergency winter shelter operation, within the Escondido city limits. For this 2011-2012 season, the operator of the Escondido area winter shelter will be the Salvation Army. The

Salvation Army has been the area shelter operator for several years and is temporarily hosting the winter shelter right now on their campus, although the situation is somewhat disruptive to their other programs. Should this CUP modification be approved, ICS would "host" the shelter and it would continue to be operated by Salvation Army personnel. The proposed modification would authorize use of the 2,100 SF former tenant space in the ICS building as a temporary winter shelter on an annual basis, if needed. The temporary winter shelter would open on December 1 and close on March 31.

Staff feels that the issues are as follow:

1. Whether the site is appropriate for the location of a temporary winter shelter and provides adequate parking.

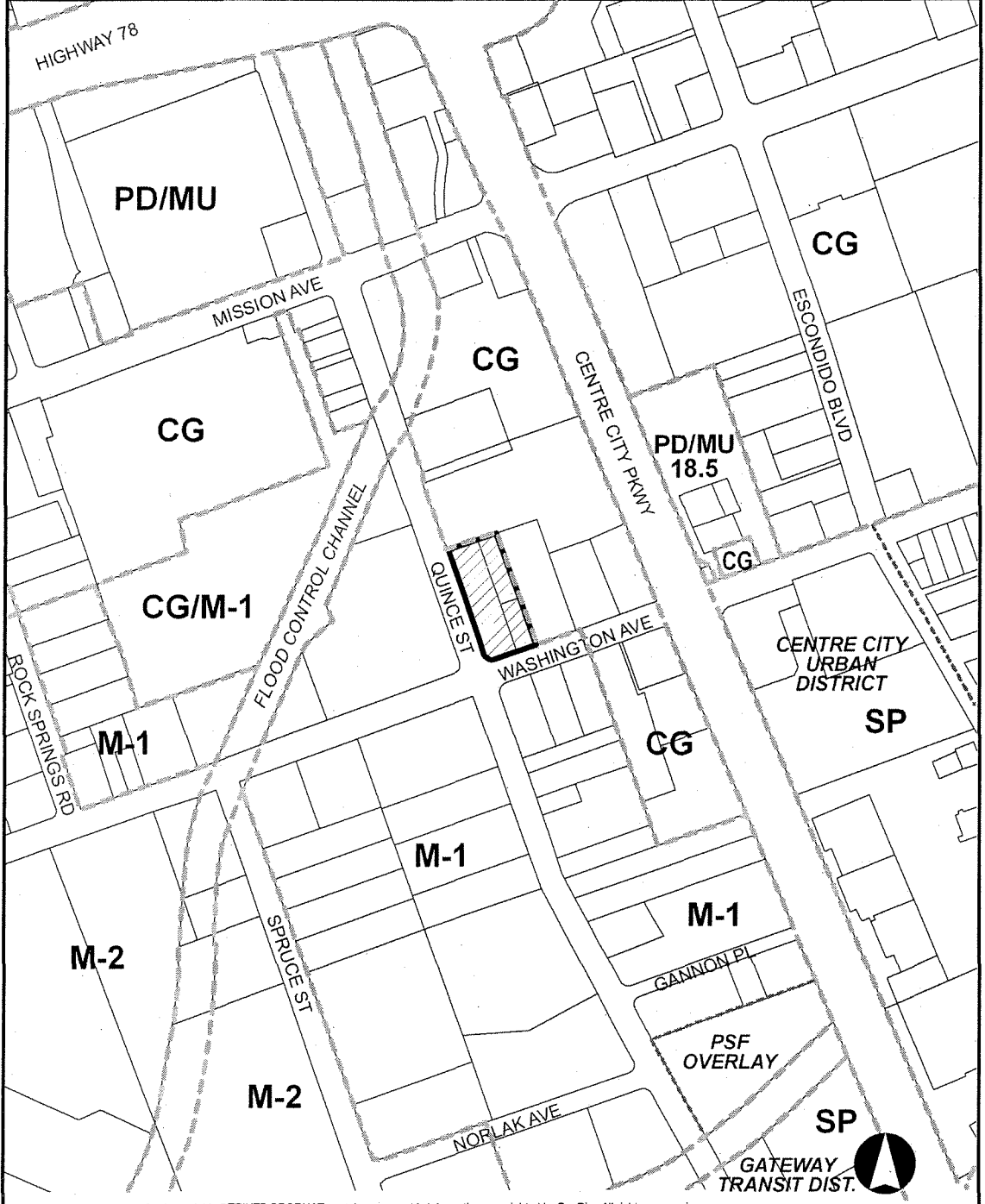
REASONS FOR STAFF RECOMMENDATION:

1. The Interfaith Community Services building is well-suited to host the temporary winter shelter due to the availability of a wide range of social services that are available on the site to assist homeless persons. These services include counseling and case management, hot meals, showers, laundry, employment service and other supportive services. A winter shelter has previously operated on the site with no known problems and the proposed space is sufficient in size to accommodate the maximum number of 40 men and women clients. The Salvation Army will provide nightly staffing and overnight supervision each night the shelter is in operation.
2. A total of 52 parking spaces exist on the site and are needed for current operations. Most of the homeless clients that would utilize the temporary winter shelter do not own cars and would not be parking on the site overnight. Past experience with winter shelters of this size indicates a maximum of five vehicles can be anticipated each night from shelter clients. An additional seven parking spaces would be needed for the staff, volunteers and partner agency personnel who would assist the homeless clients. The proposed temporary winter shelter would open at 5:30 P.M. each night during inclement weather season and close at 6:30 A.M. the next morning. The 12 spaces needed by the winter shelter during nighttime hours can be shared with the 24 spaces used by ICS administrative staff during daytime hours. Administrative staff are on the site weekdays from 8:00 A.M to 5:00 P.M. Staff feels the non-competing hours for the two uses creates a shared parking opportunity that ensures adequate parking can be provided on the site.

Respectfully Submitted,

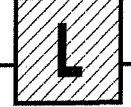


Bill Martin
Principal Planner

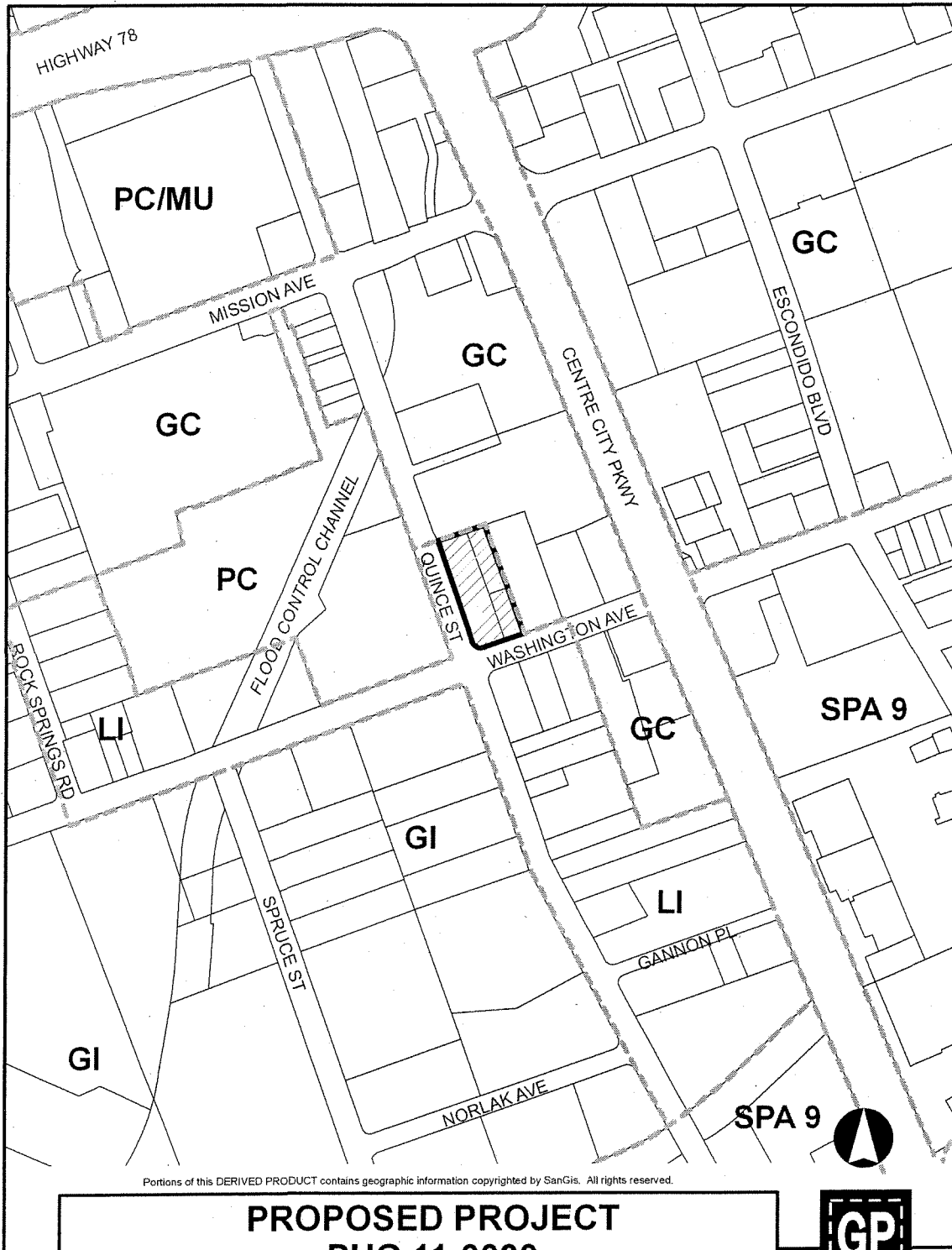


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**PROPOSED PROJECT
PHG 11-0039**



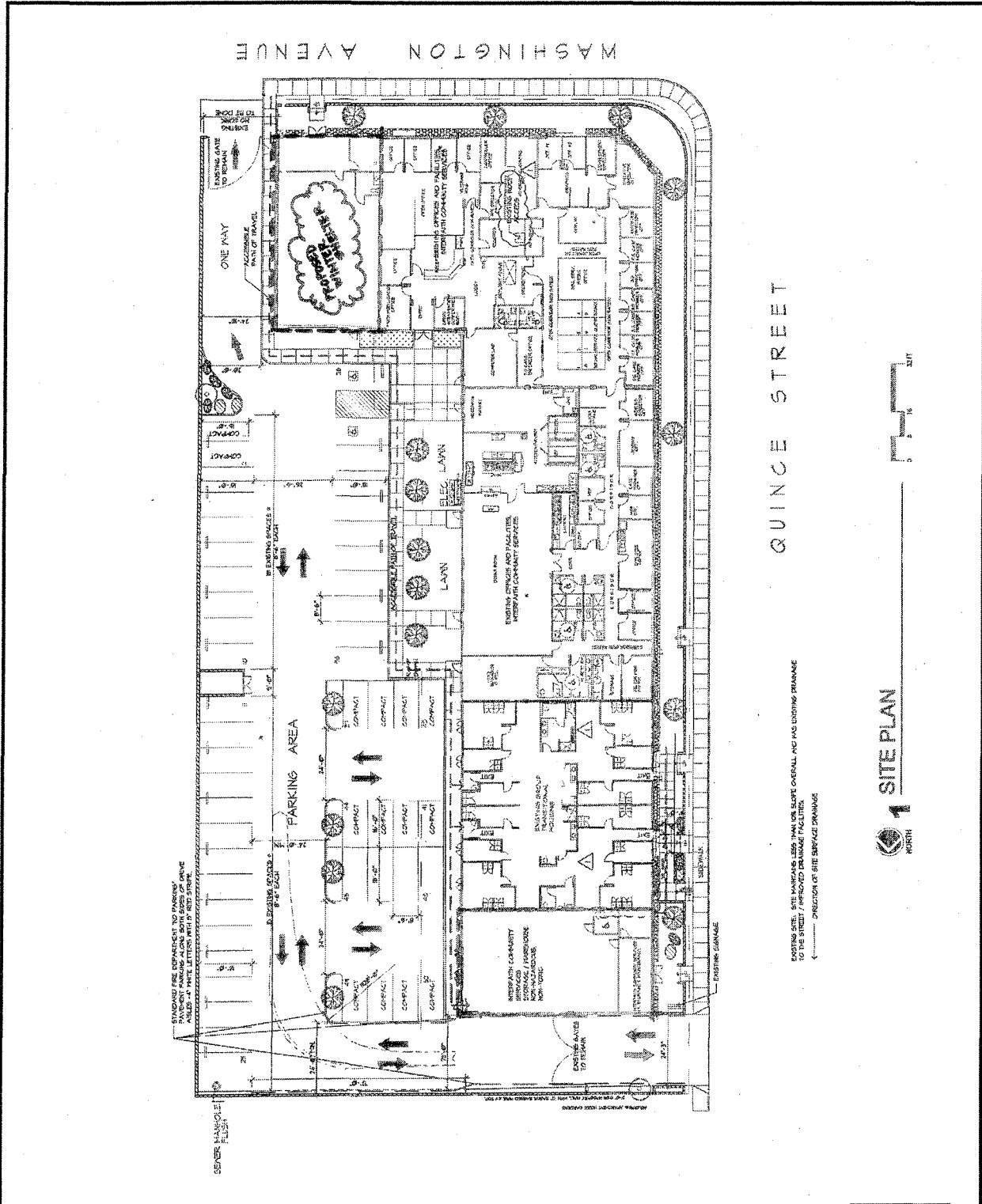
LOCATION/ZONING



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**PROPOSED PROJECT
PHG 11-0039**





**PROPOSED PROJECT
 PHG 11-0039**



SITE PLAN

ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH - CG zone (General Commercial) – Two, non-conforming, multi-family residential complexes and associated parking are located to the north.

SOUTH - M-1 zone (Light Industrial) – Light industrial businesses are located to the south across Washington Avenue.

EAST - CG zone – A motel and commercial development are located to the east.

WEST - M-1 zone – A parking lot for the Escondido Swap Meet is located to the west across Quince Street.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service – The Police Department has expressed no concern regarding their ability to provide service to the site.
2. Effect on Fire Service – The site is served by Fire Station No. 1 (310 North Quince Street), which is within the seven and one-half minute response time specified for urbanized areas in the General Plan. The Fire Department has indicated that adequate services can be provided to the site and the proposed project would not impact levels of service.
3. Traffic – The project site fronts on and takes access from both Washington Avenue and Quince Street. Both Washington Avenue and Quince Street are classified as Collectors (84' r.o.w.) in the City's Circulation Element. No parking is available on either street. Approval of the Conditional Use Permit would add no new ADT (average daily trips) to surrounding streets since the majority of clients do not drive, the use is temporary in nature and would replace a previous commercial use. The Engineering Division has indicated that the project would not materially degrade the levels of service of the adjacent streets.
4. Utilities – City sewer and water mains with sufficient capacity to serve the project are available within the adjoining street or easement. The project does not materially degrade the levels of service of the public sewer and water system.
5. Drainage – There are no significant drainage courses within or adjoining the property. Runoff from the project is directed to the adjoining public street or other appropriate drainage facility. The project does not materially degrade the levels of service of the existing drainage facilities.

C. ENVIRONMENTAL STATUS

1. A Notice of Exemption was issued on January 3, 2012, in accordance with CEQA Section 15301, "Existing Facilities."
2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.
3. The project will have no impact on fish and wildlife resources as no sensitive or protected habitat occurs on-site or will be impacted by the proposed development.

D. CONFORMANCE WITH CITY POLICY/ANALYSIS

General Plan

The General Plan land use designation on the site is Light Industrial, which allows for manufacturing, warehouse/distribution, assembling and wholesaling uses in a more restrictive setting than the General Industrial designation. The Zoning Code permits emergency shelters within limited areas located in the M-1 (Light Industrial) zone subject to issuance of a Conditional Use Permit. The proposed CUP modification would be consistent with the General Plan designation and policies.

Whether the Site is Appropriate for the Location of a Temporary Winter Shelter

Interfaith Community Services has been providing social services at the site for approximately eleven years. All previously approved services would still be offered on the site, including food distribution, transitional housing for veterans and seniors, a men's shelter, vocational training and job retention skills, counseling and case management, service of breakfast and bag lunches, and meals at Christmas and Thanksgiving. All previous conditions of approval, including limits on the number of clients housed on the premises, and a requirement for strict supervision of the site to ensure enforcement of hours of operation and no loitering on the site would still be in place. The proposal would allow the operation of a temporary winter shelter on the site from December 1 through March 31 on an annual basis, if needed.

The proposed temporary winter shelter would be located in the southeastern corner of the building in a 2,100 SF space that was recently vacated by a commercial tenant. This space is in its original, as-built configuration, with a small storefront section facing W. Washington Ave., and the bulk of the space as open warehouse facing the interior parking area of the site. It is proposed that the open warehouse area be where portable sleeping accommodations will be set up for no more than 40 homeless clients. No interior or exterior changes to the building are proposed. There is one restroom in this occupancy, which may be augmented by additional restrooms available in the main building where escorted access would be provided by security personnel. The proposed winter shelter space already has overhead fire sprinklers installed and operational.

The winter shelter would operate seven nights a week during the inclement weather season, opening to clients at 5:30 P.M. and closing at 6:30 A.M. the following morning. An evening meal would be provided to the clients. After the shelter closes in the mornings, these clients would be free to take advantage of the ongoing Interfaith community morning meal, provided in Interfaith's nutrition center space at the same site; as well as showers, laundry, mail drop, telephone access, employment services lab, and other supportive services provided by Interfaith at this site. This location is also immediately on a North County Transit District bus line (Quince Ave. frontage), and is close to the Escondido Transit Center, facilitating client transportation access.

Interfaith will provide a location for the temporary winter shelter, but the facility will be operated and managed by The Salvation Army. As operator of the shelter, Salvation Army will provide constant staffing and supervision for the shelter clientele. This will include on-site case managers, providing client assessment and referral to ongoing services in order for these homeless individuals to be diverted into sustainable situations, as provided for in the regional Alliance system (to which the City of Escondido is a party). Shelter staff will also be provided as well as through-the-night security watch personnel.

The City Council approved a Zoning Code Amendment in 2000 that added social services (including emergency shelters) as a conditional use in the M-1 (Light Industrial) zone, when adjacent to a General Commercial (CG) zone and when located within 500 feet of public transportation. The Interfaith site meets these standards. That combined with the array of social services provided on the site to assist homeless clients to move from dependency to independence and productivity, and the previous use of the building for a temporary winter shelter (2003-2004), confirms the site is appropriate for the location of a temporary winter shelter.

Whether Sufficient Parking is Available on the Site

The Zoning Code does not have a standard parking ratio for social service agencies that provide multiple, varied services within a single building. Parking space requirements for Interfaith Community Services have generally been determined based on code requirements that aggregate similar individual services, and then have been further modified by City Council and Planning Commission approvals as permitted by the Business Enhancement Zone (BEZ) process and Section 33-766 of the Zoning Code. Earlier CUP approvals for Interfaith operations included a 25% reduction in the number of required spaces granted by the City Council pursuant to BEZ allowances, and the development of a Parking Management Program approved by the Planning Commission to limit vehicle ownership to no more than 14 occupants of the transitional housing and men's shelter. These allowances would be unaffected by the current proposal and were granted based on Interfaith's shelter and day-clients having fewer automobiles than City standards normally require.

A total of 52 parking spaces exist on the site and are needed for current operations based on the last CUP modification approved in 2004. A total of three parking spaces were allocated to the Meza Auto Paint tenant based on the analysis that occurred at that time. This would not be sufficient to meet standard Zoning Code requirements for a temporary winter shelter if a ratio of 1 space per three beds was applied similar to the base ratio for the transitional housing and men's shelter on the site. Because an additional 13 parking spaces cannot be provided on the site to meet the standard ratio, alternatives such as shared parking must be evaluated. The Urban Land Institute has recognized the concept of shared parking for over 30 years. Shared parking is defined as parking space that can be used to serve two or more individual land uses without conflict or encroachment. Combining land uses with different peak parking demands results in a need for less parking than generated by separate freestanding developments of similar size and character. In this case, most of the homeless clients that would utilize the temporary winter shelter do not own cars and would not be parking on the site overnight. Past experience with winter shelters of this size indicates a maximum of five vehicles can be anticipated each night from shelter clients. An additional seven parking spaces would be needed for the staff, volunteers and partner agency personnel who would assist the homeless clients. The proposed temporary winter shelter would open at 5:30 P.M. each night during inclement weather season and close at 6:30 A.M. the next morning. The 12 spaces needed by the winter shelter during nighttime hours can be shared with the 24 spaces used by ICS administrative staff during daytime hours. Administrative staff are on the site weekdays from 8:00 A.M to 5:00 P.M. Staff feels the non-competing hours for the two uses creates a shared parking opportunity that ensures adequate parking can be provided on the site if managed properly.

The applicant has provided a detailed analysis of parking demand created by the operation of different programs during different hours of the day. The analysis is included in the Code Compliance Analysis section of this staff report. The analysis indicates more than adequate parking is available during most periods of the day until the 5:00 P.M. - 9:00 P.M. period that occurs three nights a week when the winter shelter and Alcoholics Anonymous/Narcotics Anonymous programs are operating at the same time. During those periods, it is anticipated that all 52 parking spaces would be occupied. In order to ensure that adequate parking is available in the evenings and the shared parking arrangement succeeds, conditions have been added to require Interfaith staff to ensure that winter shelter client vehicles are limited to a maximum number of five per evening, and they must exit the property by 7:30 A.M. each morning. The Alcoholics Anonymous and Narcotics Anonymous programs that operate three nights a week would be limited to a maximum number of 23 participants to ensure that no more than 23 vehicles are on site for those programs. With these conditions in place, the temporary winter shelter can be accommodated on the site without the need to construct additional parking spaces.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The project site is fairly level and has been entirely developed with an approximately 23,170 SF, single-story commercial/industrial building, ornamental landscaping and associated parking. The L-shaped building is located at the front of the site along the streets with the parking in the rear. Access is available from both Washington Avenue and Quince Street.

B. SUPPLEMENTAL DETAILS OF REQUEST

- | | | |
|-----------------------------------|--|---|
| 1. Property Size: | 1.22 acres | |
| 2. Size of Building: | 23,170 SF | |
| 3. Size of ICS Facility: | 23,170 SF (Proposed winter shelter would replace the last commercial tenant in building) | |
| 4. Transitional Housing: | 48 beds (Merle's Place) | |
| 5. Men's Shelter (year-round): | 10 beds | |
| 6. Proposed Temp. Winter Shelter: | 40 beds | |
| 7. Hours of Operation: | Administrative offices/
client services: | Monday-Friday 8:00 a.m. – 5:00 p.m. |
| | Food Service: | Monday-Friday 6:00 a.m. – 7:30 a.m.
Plus seasonal meals |
| | Food pantry: | Monday-Friday 8:00 a.m. – noon |
| | Warehouse: | Monday-Friday 8:00 a.m. – 5:00 p.m. |
| | NA/AA meetings: | Monday 7:00 p.m. – 8:30 p.m.
Wednesday 7:30 p.m. – 9:00 p.m.
Saturday 7:30 p.m. – 9:00 p.m. |
| | Children's Computer Lab: | Monday-Friday noon-5:00 p.m. |
| | Hiring Hall and support: | Monday-Friday 5:30 a.m. – 10:30 a.m.
Saturday 6:00 a.m. - noon |
| | Hiring Hall Mobile Clinic: | Once a Month 9:00 a.m. – 11:00 a.m. |
| | Transitional/Men's Shelters: | Monday-Sunday, 24 hours |
| | Proposed Winter Shelter: | December 1 through March 31 annually
5:30 p.m. – 6:30 a.m. |

C. CODE COMPLIANCE ANALYSIS

1. Parking	<p><u>Required</u></p> <p>52 spaces for existing services (includes 25% reduction granted previously)</p> <p>+10 spaces for winter shelter (25% reduction) 62 spaces</p>	<p><u>Provided</u></p> <p>52 spaces</p> <p>52 shared spaces (No additional spaces needed for winter shelter due to off-peak overnight usage that occurs when 23 admin. staff spaces have been vacated after 5:00 P.M. See Parking Generation table below.</p>
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M – F 5 am – 8 am

Operation	Parking Generation
Confia Hiring Hall (program staff & volunteers, hiring pick-up spaces. Starts at 5:30 am, ends at 10:30 am)	5 (3 staff/volunteers, 2 pick-up)
Dining room morning meal service (program staff & volunteers. Starts at 6:00 am, ends at 7:30 am)	10 (2 staff, 8 volunteers)
Veterans Department: early services	2 (staff)
"Merle's Place" veterans disabled (44 beds; based on City standard and our experience, 1 out of 3 clients have cars)	17 (client resident's parking plus 2 resident managers)
Escondido Winter Shelter (seasonal, Dec – March) *	5 (shelter clients) *
TOTAL	39

M – F 8 am – noon

Operation	Parking Generation
Confia Hiring Hall (program staff & volunteers, hiring pick-up spaces. Ends at 10:30 am)	6 (4 staff/volunteers, 2 pick-up)
Interfaith food pantry (M-F 8 am to noon)	2 (volunteers)
Interfaith general office & client service operations (M-F 8 am to noon)	23.5 (based on City standard of 1:300 of gross building floor area devoted to these functions)
"Merle's Place" veterans disabled	8 (client resident's and resident managers parking; during day some clients will be present, others will be off-campus at work, appointments, etc.)
TOTAL	40 (rounded up from 39.5)

M – F noon – 5 pm

Operation	Parking Generation
Confia case management/administration	1 (staff)
Interfaith general office & client service operations (M-F 8 am to noon)	23.5 (based on City standard of 1:300 of gross building floor area devoted to these functions)
Interfaith Employment Services Computer Lab (staff & volunteers)	3
"Merle's Place" veterans disabled	8 (client resident's parking; during day some clients will be present, others will be off-campus at work, appointments, etc.)
TOTAL	36 (rounded up from 35.5)

M – F after 5 pm, and weekends

Operation	Parking Generation
Confia (Saturday morning only) **	4 (2 staff/volunteers, 2 pick-up) **
"Merle's Place" veterans disabled (44 beds; based on City standard and our experience, 1 out of 3 clients have cars)	17 (client resident's parking plus 2 resident managers)
Escondido Winter Shelter (seasonal, Dec – March) *	Weeknights until 9 PM: 12 (5 clients, 7 staff) * Weekend nights until 9 PM: 10 (5 clients, 5 staff) * All nights, 9 PM 'til 6:30 AM: 5 (for clients) *
Group support meetings (AA/NA; Mon. 7 – 8:30 PM, Wed. 7:30 – 9 PM, Sat. 7:30 – 9 PM)	23 (attendance/parking varies; <u>this is max.</u> to be permitted)
TOTAL	Max. at any time: 52 (maximum with AA/NA meetings operating; when these meetings not ongoing, total is 29)

* Winter Shelter operates seven days a week (December 1 – March 31), opening in the evening at 5:30 PM and closing each following morning at 6:30 AM. A portion of parking for the shelter is needed from opening until 9 PM: The shelter staff team of administrator and manager need 2 spaces until 9 PM. Case managers need a maximum of 2 spaces until 9 PM. There are typically 1-2 volunteers who need another 2 spaces until 9 PM. On weeknights there is a partner agency professional (nurse, MH counselor, etc.) who needs 1 space until 9 PM. That is a total of 7 spaces until 9 PM for staff/volunteers/partners. For about an hour at 6 - 7 p.m., there are community groups bringing in the evening meal. During that hour, groups may need as many as 5 spaces. After 9 PM until shelter closing the next morning, there is a team of shelter security provided by The Fellowship Center. This security staffing is transported to and picked up from the shelter by The Fellowship Center, requiring no on-site parking.

A small number of shelter clients have vehicles which they park at the shelter overnight. The number varies throughout the season, but per our experience will be max. 5 vehicles on any given night.

** Confia Saturday morning operation is off-hours with evening AA/NA groups, and will not add to exceed site limitations.

**FINDINGS OF FACT
PHG 11-0039
EXHIBIT "A"**

1. Granting the proposed modification to a Conditional Use Permit to allow an expansion of the Interfaith Community Services facility to include a 40-bed temporary winter shelter component would be based upon sound principles of land use since the social service use is existing on-site, the site and building are physically suitable to accommodate the use, the site has adequate parking, clients would be screened and supervised, and no modifications to the structure are proposed.
2. Granting the proposed modification to a Conditional Use Permit will not cause deterioration of bordering land uses or create special problems for the area since the operations at the subject site will be less intensive and intrusive to adjacent uses than other uses allowed under M-1 zoning, including the previous automotive repair/service uses. Interfaith's operations at this site have been conducted for the past ten years, with no detriment to adjacent or neighborhood uses. No land use incompatibilities will result from Interfaith's operations.
3. The proposed modification to a Conditional Use Permit has been considered in relationship to its effect on the community and the neighborhood and would not result in a negative impact to the surrounding neighborhood, since the property is zoned industrial and is located within the limits where social services are permitted. , Interfaith's continued operation at this site along with the proposed winter shelter operation is compatible with the Zoning Code and General Plan. No physical expansion of the building is proposed, and adequate parking would exist on the site.

**CONDITIONS OF APPROVAL
PHG 11-0039
EXHIBIT "B"**

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when (if) building permits are issued, including any applicable City Wide Facilities fees.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Department, Building Division, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. All exterior lighting shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75).
5. As proposed, a minimum of 52 parking spaces shall be provided and maintained in conjunction with this development. Parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Chapter 2-71, Part 2 of Title 24 of the State Building Code, including signage. Up to 16 of the parking spaces may be compact spaces (16 feet deep).
6. The uses and design of the project shall conform to the exhibits and references in the staff report to the satisfaction of the Planning Division.
7. No signage is approved as part of this permit. All proposed signage shall conform to the Escondido Sign Ordinance (Ord. 92-47).
8. Unless modified herein, all previous conditions of 2000-36-CUP/BEZ and 2004-71-CUP shall remain in effect.
9. Other activities, not specified, are not permitted as part of this CUP. A request for other activities shall require a CUP modification.
10. All project-generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. An inspection by the Planning Division will be required prior to operation of the project. Items subject to inspection include, but are not limited to, parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact Kristina Baker at (760) 839-4310 to arrange a final inspection.
12. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building.
13. All hours of operations shall be as specified in the Details of Request.
14. No more than ten (10) clients shall be accommodated each night in the existing year-round shelter.
15. No more than 48 clients shall be accommodated each night in the transitional housing component.

16. No more than 40 clients shall be accommodated each night in the temporary (seasonal) winter shelter. The winter shelter shall be permitted to operate from December 1 through March 31 on an annual basis, if needed. Hours of operation for the winter shelter shall be limited to 5:30 P.M. to 6:30 A.M. the following morning.
17. This CUP shall be null and void unless utilized within twelve months of the effective date of approval.
18. Strict supervision shall be provided for interior areas, as well as the exterior grounds in close proximity to the facility and the parking lot, to ensure that the hours of operation are enforced and no loitering occurs.
19. The existing trash enclosure(s) shall be upgraded to meet the City's Stormwater Management requirements, including a cover and/or a connection to the sewer system, to the satisfaction of the Engineering Division.
20. All existing vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds, and plant materials not approved as part of the landscape plan. All existing irrigation shall be maintained in fully operational condition.
21. Only the programs detailed in this report shall operate at this site unless a modification to the CUP has been approved.
22. The Parking Management Plan for the 10-bed veterans' facility and the transitional housing facility approved in 2005 shall continue to remain in effect unless modified by the Planning Division. Residents of the two facilities shall be limited to owning/possessing on the site a maximum of 14 vehicles. The number of vehicles permitted by the residents may be modified by the Planning Division based on the parking availability on the site.
23. This Conditional Use Permit may be referred back to the Planning Commission for review and possible revocation or modification of the CUP if any of the conditions of project approval are violated.
24. There shall be a minimum of one employee acting as a law enforcement liaison to the Police Department on-site at all times.
25. There shall be no recreational activities conducted in the parking lot.
26. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.
27. The operator of the temporary winter shelter shall be required to provide constant staffing and supervision for the shelter clientele. This will include on-site case managers, providing client assessment and referral to ongoing services in order for these homeless individuals to be diverted into sustainable situations. Shelter staff must also be provided as well as through-the-night security watch personnel specifically assigned to the winter shelter.
28. In order to ensure adequate parking during nighttime hours, the temporary winter shelter operator shall limit winter shelter client vehicles to a maximum number of five. ICS staff shall be responsible for ensuring that the Alcoholics Anonymous and Narcotics Anonymous programs that operate three nights a week are limited to a maximum number of 23 participants to ensure that no more than 23 vehicles are on site for those programs during the December 1 through March 31 seasonal operation of the winter shelter.

29. Due to the shared parking arrangement between the temporary winter shelter which operates as a nighttime use and the administrative staff which are on site during daytime hours, ICS/Salvation Army staff shall be responsible for ensuring that all winter shelter clients with vehicles have departed from the property by 7:30 A.M.
30. Smoke detectors shall be provided in all sleeping areas to the satisfaction of the Fire Department.
31. Sprinkler drops shall be provided in areas where tenant improvements include the addition of dropped ceilings to the satisfaction of the Fire Department.



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

Notice of Exemption

To: San Diego County Recorder's Office
 Attn: Linda Kesian
 P.O. Box 121750
 San Diego, CA 92112-1750

From: City of Escondido
 201 North Broadway
 Escondido, CA 92025

Project Title/Case No.: Temporary Winter Shelter at Interfaith Community Services (PHG 11-0039)

Project Location - Specific: The proposed seasonal winter shelter would be established in an existing social services building located on the northeastern corner of the intersection of Washington Avenue and Quince Street, addressed as 550 W. Washington Avenue.

Project Location - City: Escondido **Project Location - County:** San Diego

Description of Project:

A modification to the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP) to expand ongoing social service operations on the site to include a temporary winter shelter for up to 40 homeless persons. The seasonal shelter will be hosted on the Interfaith site through the end of March within a recently vacated commercial suite in the Interfaith building.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name Craig Jones, Interfaith Community Services Telephone (760) 489-6380
 Address 550 W. Washington Avenue, Suite B, Escondido, CA 92025

Private entity School district Local public agency State agency Other special district

Exempt Status:

Categorical Exemption. CEQA Sections 15301 (Existing Facilities)

Reasons why project is exempt:

1. The proposed seasonal winter shelter would be established in an existing social services building that already provides other long-term shelter services on a property that is less than five acres in size. The proposal would not involve any interior or exterior modifications to the building to accommodate the seasonal use by up to 40 additional persons.
2. The project site has been completely disturbed and has no value as habitat for endangered, threatened or rare species.
3. The proposed seasonal winter shelter would be located in an established commercial area in close proximity to public transportation and would not result in any significant effects related to traffic, noise, air quality or water quality; and the site is adequately served by all required utilities and public services.
4. In staff's opinion the proposed development would not have the potential to cause an adverse impact on the environment. Therefore, the proposal is not subject to further CEQA review.

Lead Agency Contact Person: Bill Martin

Area Code/Telephone/Extension (760) 839-4557

Signature: _____

Bill Martin, Principal Planner

January 3, 2012

 Date

Signed by Lead Agency

Date received for filing at OPR:

RESOLUTION NO. 2012-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING AN APPEAL OF A PLANNING COMMISSION DECISION TO APPROVE A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR INTERFAITH COMMUNITY SERVICES TO INCLUDE A TEMPORARY WINTER SHELTER FOR UP TO 40 HOMELESS PERSONS TO OPERATE ON AN ANNUAL BASIS

Applicant: Interfaith Community Services
Planning Case No.: PHG 11-0039

WHEREAS, pursuant to Article 61 of the Escondido Zoning Code, the Planning Commission did, on January 10, 2012, consider, and by Resolution No. 5952, approve an application for a modification to a Conditional Use Permit for Interfaith Community Services to expand ongoing social service operations on the site to include a temporary winter shelter for up to 40 homeless persons to operate on an annual basis from December through the end of March on the northeastern corner of the intersection of Washington Avenue and Quince Street, addressed as 550 W. Washington Avenue; and

WHEREAS, pursuant to Article 61 of the Escondido Zoning Code, a member of the City Council filed a written appeal of the Planning Commission decision within the specified time period; and

WHEREAS, pursuant to the California Environmental Quality Regulations, a Notice of Exemption was issued on January 3, 2012; and

WHEREAS, this City Council has reviewed the Notice of Exemption, the staff report, a copy of which is on file in the Planning Department, the decision of the Planning Commission and the written appeal; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to deny said appeal of a Planning Commission decision and approve the modification to a Conditional Use Permit to allow the annual operation of a seasonal winter shelter;

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 on the basis of the above review and consideration this City Council makes the following findings of fact:
 - A. That the facilities to be constructed pursuant to the Conditional Use Permit are required by, and beneficial to, the community.
 - B. That issuance of this Conditional Use Permit will not result in a deterioration of bordering land uses or create special problems for the area in which it is located.
 - C. That issuance of this Conditional Use Permit will not adversely affect the community or neighborhood plan, if any, for the area in which it is located.
3. That, in view of the above findings and applicable law, the City Council denies the appeal and upholds the decision of the Planning Commission to approve the modification to a Conditional Use Permit (a copy is on file in the Planning Department) subject to the conditions of approval attached as Exhibit "A" and incorporated by this reference.

CONDITIONS OF APPROVAL
PHG 11-0039

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when (if) building permits are issued, including any applicable City Wide Facilities fees.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Department, Building Division, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. All exterior lighting shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75).
5. As proposed, a minimum of 52 parking spaces shall be provided and maintained in conjunction with this development. Parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Chapter 2-71, Part 2 of Title 24 of the State Building Code, including signage. Up to 16 of the parking spaces may be compact spaces (16 feet deep).
6. The uses and design of the project shall conform to the exhibits and references in the staff report to the satisfaction of the Planning Division.
7. No signage is approved as part of this permit. All proposed signage shall conform to the Escondido Sign Ordinance (Ord. 92-47).
8. Unless modified herein, all previous conditions of 2000-36-CUP/BEZ and 2004-71-CUP shall remain in effect.
9. Other activities, not specified, are not permitted as part of this CUP. A request for other activities shall require a CUP modification.
10. All project-generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. An inspection by the Planning Division will be required prior to operation of the project. Items subject to inspection include, but are not limited to, parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact Kristina Baker at (760) 839-4310 to arrange a final inspection.
12. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building.
13. All hours of operations shall be as specified in the Details of Request.
14. No more than ten (10) clients shall be accommodated each night in the existing year-round shelter.
15. No more than 48 clients shall be accommodated each night in the transitional housing component.

16. No more than 40 clients shall be accommodated each night in the temporary (seasonal) winter shelter. The winter shelter shall be permitted to operate from December 1 through March 31 on an annual basis, if needed. Hours of operation for the winter shelter shall be limited to 5:30 P.M. to 6:30 A.M. the following morning.
17. This CUP shall be null and void unless utilized within twelve months of the effective date of approval.
18. Strict supervision shall be provided for interior areas, as well as the exterior grounds in close proximity to the facility and the parking lot, to ensure that the hours of operation are enforced and no loitering occurs.
19. The existing trash enclosure(s) shall be upgraded to meet the City's Stormwater Management requirements, including a cover and/or a connection to the sewer system, to the satisfaction of the Engineering Division.
20. All existing vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds, and plant materials not approved as part of the landscape plan. All existing irrigation shall be maintained in fully operational condition.
21. Only the programs detailed in this report shall operate at this site unless a modification to the CUP has been approved.
22. The Parking Management Plan for the 10-bed veterans' facility and the transitional housing facility approved in 2005 shall continue to remain in effect unless modified by the Planning Division. Residents of the two facilities shall be limited to owning/possessing on the site a maximum of 14 vehicles. The number of vehicles permitted by the residents may be modified by the Planning Division based on the parking availability on the site.
23. This Conditional Use Permit may be referred back to the Planning Commission for review and possible revocation or modification of the CUP if any of the conditions of project approval are violated.
24. There shall be a minimum of one employee acting as a law enforcement liaison to the Police Department on-site at all times.
25. There shall be no recreational activities conducted in the parking lot.
26. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.
27. The operator of the temporary winter shelter shall be required to provide constant staffing and supervision for the shelter clientele. This will include on-site case managers, providing client assessment and referral to ongoing services in order for these homeless individuals to be diverted into sustainable situations. Shelter staff must also be provided as well as through-the-night security watch personnel specifically assigned to the winter shelter.
28. In order to ensure adequate parking during nighttime hours, the temporary winter shelter operator shall limit winter shelter client vehicles to a maximum number of five. ICS staff shall be responsible for ensuring that the Alcoholics Anonymous and Narcotics Anonymous programs that operate three nights a week are limited to a maximum number of 23 participants to ensure that no more than 23 vehicles are on site for those programs during the December 1 through March 31 seasonal operation of the winter shelter.

29. Due to the shared parking arrangement between the temporary winter shelter which operates as a nighttime use and the administrative staff which are on site during daytime hours, ICS/Salvation Army staff shall be responsible for ensuring that all winter shelter clients with vehicles have departed from the property by 7:30 A.M.
30. Smoke detectors and carbon monoxide detectors shall be provided in sleeping areas to the satisfaction of the Fire Department.
31. Sprinkler drops shall be provided in areas where tenant improvements include the addition of dropped ceilings to the satisfaction of the Fire Department.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Resolution in Support of SDCWA's Lawsuit Against the MWD

RECOMMENDATION:

The Utilities Department requests Council approval of Resolution 2012-26 supporting the San Diego County Water Authority's (CWA's) lawsuit against the Metropolitan Water District of Southern California (MWD).

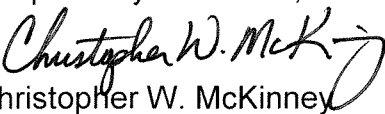
FISCAL ANALYSIS:

This resolution has no physical impact at this time. If the Court ultimately finds in favor of the CWA, the decision could result in significant funds being returned to the CWA and a reduction in rates paid to the MWD. These savings would be realized, at least in part, by the CWA member agencies, including the City of Escondido.

BACKGROUND:

The CWA alleges that the MWD's rate structure misallocates a portion of its water supply costs to water transportation costs. These water transportation costs are applied to water transportation costs charged to the CWA for water transported from the Imperial Irrigation District supply and supply realized by the lining of the All-American Canal. Therefore, the CWA alleges that by charging more for transportation costs and less for supply costs than is appropriate, the MWD disadvantages the CWA to the benefit of the other MWD member agencies. The CWA alleges that the MWD is therefore in violation of the law because its rate structures do not fairly and equitably distribute its costs. The CWA estimates that the overcharge amounts to \$31 million in 2011, and projects that it could grow to \$230 million annually by 2021. The disputed funds are being held in an escrow account and will be returned to the CWA if its challenge is successful.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2012-26

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
SUPPORTING THE SAN DIEGO COUNTY
WATER AUTHORITY'S LAWSUIT AGAINST THE
METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

WHEREAS, San Diego County's \$186 billion economy and 3.1 million people depend upon the San Diego County Water Authority for approximately 75 percent of all water used in the region; and

WHEREAS, the Water Authority purchases nearly 50 percent of the region's water supply from the Metropolitan Water District of Southern California ("MWD") and pays MWD a transportation charge to transport another 25 percent of the region's water supply the Water Authority obtained through water conservation achieved through a historic water transfer agreement with the Imperial Irrigation District ("IID") and by lining the All American and Coachella canals; and

WHEREAS, MWD has approved water rate increases totaling 75 percent since 2006; and

WHEREAS, MWD's water rate structure misallocates the vast majority of its own water supply costs to the water transportation rates charged to the Water Authority to transport the IID and canal lining supplies, resulting in an overcharge of \$31 million to San Diego County Ratepayers in 2011 and illegal subsidies to each of the 25 other member agencies of MWD; and

WHEREAS, these overcharges are estimated to reach as much as \$230 million annually by the year 2021, and amount to as much as \$2.1 billion over 45 years; and

WHEREAS, on June 11, 2010, the San Diego County Water Authority filed a lawsuit against MWD, challenging MWD's 2011 and 2012 water rates, which is currently pending in the San Francisco Superior Court as Case No. CPF-10-510830; and

WHEREAS, on October 27, 2011, the Water Authority successfully amended its lawsuit to assert additional claims against MWD alleging that MWD took additional unfair and punitive actions that negatively impact the Water Authority and San Diego County ratepayers; and

WHEREAS, the City Council of the City of Escondido and the Water Authority require MWD board policies that make water available at an affordable cost, fairly and lawfully apportioned among its rate categories and among the member agencies of MWD;

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

1. That the above recitations are true.
2. That the City of Escondido supports the San Diego County Water Authority's lawsuit and the Water Authority's ongoing efforts to secure a reliable water supply and transportation rates from MWD at affordable, lawful and equitable prices.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Owen Tunnell, Associate Engineer

SUBJECT: JOINT USE AGREEMENT WITH SDG&E: MISSION AVENUE UNDERGROUND 69KV TRANSMISSION LINE

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-01 authorizing the Mayor and City Clerk to sign a Joint Use Agreement with SDG&E for the underground installation of existing and new 69kv transmission circuits from their Escondido substation to their Ash Street substation.

FISCAL ANALYSIS:

No cost to the City.

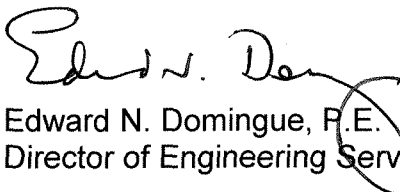
PREVIOUS ACTION:


None

BACKGROUND:

SDG&E intends to upgrade their existing 69kv transmission circuit which currently runs overhead along Mission Avenue from their Escondido substation (West Mission Ave.) to their Ash Street substation and has agreed to underground these circuits along the entire length on their upgrade project. This undergrounding provides great visual benefit to the City. SDG&E is requesting this Joint Use Agreement with the City to shield this specific installation from future relocation requirements and costs.

Respectfully submitted,


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


Owen Tunnell, P.E., P.L.S.
Associate Engineer

RESOLUTION NO. 2012-01

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 JOINT USE AGREEMENT WITH THE SAN DIEGO GAS AND ELECTRIC CO. PROVIDING FOR THEIR UNDERGROUND INSTALLATION OF 69KV CIRCUITS ALONG MISSION AVENUE

WHEREAS, San Diego Gas and Electric Company ("SDG&E") is engaged in the business of transmitting and distributing gas and electricity within the City of Escondido ("City"); and

WHEREAS, SDG&E proposes underground transmission facilities and appurtenances for such purposes, consisting of a new 69kv transmission line, within the public right of way between the SDG&E Escondido Substation, currently located off the west end of Commercial Street by Mission Avenue, and the SDG&E Ash Substation, located at the northeast corner of Ash Street and Mission Avenue; and

WHEREAS, the City is engaged in the business of providing public safety and services and has acquired right of way for public street and other public purposes on and across the real property known as Commercial Street, Enterprise Street, Mission Avenue, and Ash Street; and

WHEREAS, the City and SDG&E desire the joint use of these public right of ways for the construction, operation, and maintenance of both parties' facilities in, over, under, and across these right of ways.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, a Joint Use ("Agreement") with SDG&E. A copy of the Agreement is attached to this resolution as Exhibit "1" and is incorporated by this reference.

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

THE CITY OF ESCONDIDO

AND WHEN RECORDED MAIL TO:

City of Escondido
Public Works – Engineering
201 N. Broadway
Escondido, CA 92025

(THIS SPACE FOR RECORDER'S USE ONLY)

JOINT USE AGREEMENT

THIS AGREEMENT, dated _____ (“Agreement”), by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“SDG&E”), and the CITY OF ESCONDIDO, a municipal corporation (“CITY”) is made with reference to the following facts:

- 1) SDG&E is engaged in the business of transmitting and distributing gas and electricity within the City of Escondido, County of San Diego, State of California, and proposes underground transmission facilities and appurtenances for such purposes, consisting of a new 69kv transmission line, within the public right of way, between the SDG&E Escondido Substation located off the west end of Commercial St. and the SDG&E Ash Substation located at the northeast corner of Ash Street and Mission Avenue. This work is described in this Agreement as “Facilities” and they are to be located over, under, and across the real property as depicted on Exhibit “A,” attached hereto and by this reference made a part hereof.
- 2) CITY is engaged in the business of providing public safety and services and is now acquiring or has acquired, right of way for public street and other public purposes on and across the real property (“Property”) described in Exhibit “A,”
- 3) CITY and SDG&E desire the joint use of the Property for the construction, operation, and maintenance of both parties’ facilities in, over, under, and across the Property.

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

- A) Both CITY and SDG&E shall use Property in such a manner as to not interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which SDG&E or CITY may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either CITY or SDG&E in such a manner as to cause an unreasonable interference with the use of said Property by the other party.

CITY and SDG&E agree that their facilities shall not cause damage to each other's facilities by reason of the construction, reconstruction or maintenance of said facilities or highway, by the parties involved or their contractors, agents and assigns. Should SDG&E engage in the construction, reconstruction or maintenance of its facilities, upon the termination of such work, SDG&E shall restore the surface of the affected areas of the Property to as near its original condition and appearance as reasonably as possible.

- B) At Reidy Creek and Mission Ave. SDG&E will install overhead Facilities on a temporary basis. These overhead Facilities will be replaced with underground Facilities after the CITY widens the Reidy Creek Bridge, and this rearrangement of the Facilities will be done at the sole cost of SDG&E, with the exception that CITY shall provide a location on the bridge for the required conduits. CITY shall notify SDG&E a reasonable time in advance of the Reidy Creek Bridge widening project, and SDG&E shall cooperate with CITY in coordinating the undergrounding work with the CITY project.
- C) Each party shall save, indemnify and hold harmless the other party against any liability, loss, cost, damage and expense caused by or arising from (i) an act(s) or omission(s) of such party, its employees, agents, contractors, successors and assigns or (ii) the location and existence of its above-described facilities, whether defective or otherwise; arising from damage to or destruction of real and personal property or injury to or death of any person; provided however, such indemnification shall not extend to any liabilities, losses, costs, damages and expenses attributable to the active negligence, recklessness or intentional misconduct of either party or either party's employees, agents, contractors, successors and assigns. Liability to a third party(ies) shall be divided between the parties hereto in proportion to the measure of each party's liability. Notwithstanding the foregoing, each party shall hold harmless the other party against damage to or destruction of its facilities caused by an act(s) of a third party(ies).
- D) In the event that the future use or alteration of the Property by the CITY for streets or public improvements incidental thereto, shall at any time or times necessitate a rearrangement, relocation or reconstruction of any of SDG&E's facilities or the acquisition of additional property easements, or both, pursuant thereto, the same shall be performed by SDG&E, or by any other party with the consent of SDG&E, at the cost of the CITY.
- E) In the event that the future use of the Property by SDG&E shall at any time or times necessitate a rearrangement, relocation or reconstruction of the CITY's public improvements on the Property, the same shall be performed by SDG&E, or by any other party with the consent of CITY, at SDG&E's sole cost and expense.
- F) All uses of the Property by either party shall be such as will not permanently interrupt the use or operation of the facilities therein of the other party; uses of the property by either party which temporarily interfere with the use of the other party, will be made only when reasonably necessary and will be terminated as soon as the necessity no longer exists.

G) If the CITY shall hereafter vacate or abandon, in whole or in part, the Property, the CITY shall, in the vacation or abandonment proceedings, reserve to SDG&E an easement for the Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers at the date set forth above.

CITY OF ESCONDIDO
a Municipal Corporation

SAN DIEGO GAS & ELECTRIC COMPANY
a California Corporation

By: _____
Title

By: _____
Title

Date: _____, 2011

Date: _____, 2011

APPROVED as to form and legality

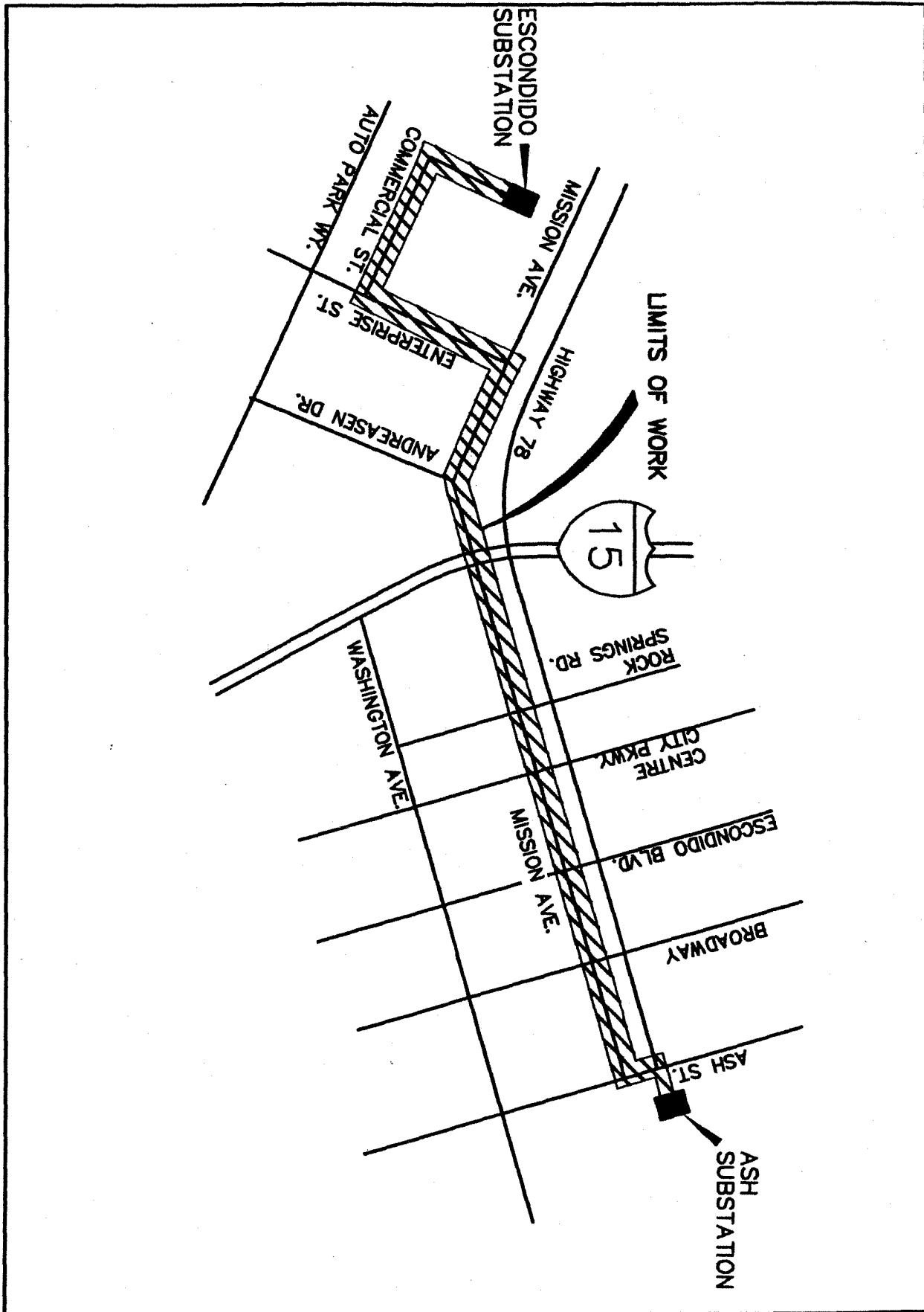
By: _____
Jeffrey Epp, City Attorney

EXHIBIT A

Resolution No. 2012-01

EXHIBIT 1

Page 4 of 4



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Jerry H. Van Leeuwen, Director of Community Services
SUBJECT: East Valley Community Center: Computer Lab and Technology Center

RECOMMENDATION:

Staff requests direction on implementation of a new program at the East Valley Community Center

FISCAL ANALYSIS:

The attached report provides a comprehensive analysis of costs. Annual operating costs are estimated to be approximately \$80,000.00. Additional revenue of \$25,000 has been received from Cox Communications to support initial expenditures. It is possible to allocate some available CDBG funds to assist in purchasing equipment for the site.

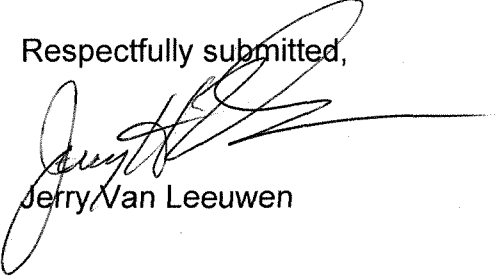
PREVIOUS ACTION:

Council authorized \$75,000.00 from the Recreation Reserve fund in June 2011.

BACKGROUND:

The closure of the East Valley Branch Library provided an opportunity to reprogram the building for other purposes. City Council directed staff to research the development of a computer lab in the front portion of the vacant space. The report is attached.

Respectfully submitted,


Jerry Van Leeuwen

City of Escondido

Community Services



EVCC Computer Center

Projected Costs

7 February 2012
Escondido CA 92025
Prepared by Jeff Wyner

Introduction

By direction of City Council, Community Services was directed to design a Computer Center, which is to be located at the East Valley Community Center (EVCC). The east side of Escondido lost its local access to public computers when, due to economic conditions, the East Valley Branch Library (EVB) was closed. Although the public does have access to public computers at the Library, parking is limited and wait times can be up to one hour long.

The proposed Computer Center at EVCC could help to alleviate the long wait times at the Library and provide easier access to public computers, particularly on the east side of town.

Location & Facility

The location was dictated by economic decisions when EVB was closed in June 2011. The proposed Computer Center is designed to fit into part of the former EVB. Specifically, it will go into the area formerly used by the library's Children's area. EVCC is an ideal location for two reasons. First, the surrounding community has a large concentration of elderly. Their ability to travel far is, for many of them, limited. Having a facility nearby provides a high level of convenience. Secondly, EVCC provides an adequate number of parking spaces for those who drive.

To provide security as well as privacy, it is necessary to construct a partition wall between the Computer Center and the remainder of the former EVB. By code, the wall must be fire-resistant. In addition to the wall, construction requires a new ADA-compliant entryway. An additional safety feature is the fact that the entry to the facility will directly face the Recreation reception desk. This will allow Recreation personnel to see directly into the center.

Plans call for the rest of the former library to be leased. As such, the Computer Center must be independent of the leased space. Consequently, it is necessary to adjust the HVAC system, electrical wiring, and security system to be independent.

Rather than perform major surgery in the masonry floor, it was decided to construct a half-wall, also known as a pony wall, as an effective and cost-efficient manner in which to pass computer cables. Other enhancements to the space necessitate new carpeting and painting.

Equipment

The proposed Computer Center is designed in a classroom style. All public workstations are to be placed on desk-height tables and will face in the same direction. This configuration allows to center to be used as a classroom to teach computer-related functions and activities. The wall at the front of the "classroom" will have a state-of-the-art Interactive Whiteboard that will greatly enhance a learning experience.

To reduce costs and ease serviceability, all of the computers will be the same model. In addition to the individual workstations, a new router and server are required for good operations. Other equipment includes new computer cables, electrical lines and a host of ancillary miscellanea.

Construction Costs

As illustrated below, construction costs are estimated to be \$136,785.

Item	Est. Cost
Membership Software	\$ 2,995
Entrance Door	\$ 8,945
Genesis Tables	\$ 8,475
36" ADA table	\$ 1,180
72" Crank tables	\$ 1,650
Cables	\$ 3,355
Computer-related Items	\$ 55,955
Carpeting	\$ 8,690
Carpentry (including painting)	\$ 13,695
Electrical	\$ 7,480
HVAC controller	\$ 660
Re-upholster chairs	\$ 4,180
Blueprints	\$ 5,500
Security Alarm system	\$ 2,720
Security camera	\$ 5,775
Interactive Whiteboard	\$ 4,660
Cart for instructor's computer	\$ 375
Atomic wall clock	\$ 55
Other	\$ 440
TOTAL	\$ 136,785

Annual Operations

Based on past experience as well as current use of the (Main) Library's public computers, current planning for the Computer Center calls for it to be open to the public 12:00-6:00 p.m. Monday – Thursday; this is 24 hours per week.

All other times can be used for closed-session classes. It is anticipated that some of this time may be leased to outside agencies, thus producing some revenue. The majority of time, however, is expected to be used by non-profits, such as the city-supported Oasis.

It is expected that one staff person would be on duty during each of the Computer Center's public hours of operation at an annual projected cost of \$18,440.

In addition to personnel costs, there are annual fees to run a public computer center. Anticipated annual costs, as shown below, are \$61,026.

Item	Annual Costs
Membership Software	\$ 120
Computer-related Items	\$ 50,330
Licensing and support for 35 workstations	\$ 42,000
Hardware Replacement Fund	\$ 500
Workstation Replacement Fund	\$ 6,483
Centurion Maintenance	\$ 281
EnvisionWare Maintenance	\$ 1,066
Security Alarm system	\$ 288
Security camera	\$ 288
Utilities (estimate)	\$ 6,000
Maintenance (estimate)	\$ 3,800
Other	\$ 200
TOTAL	<u>\$ 61,026</u>

A major cost that is usually associated with computer operations is for Internet access. Due to the generosity of Cox Communications, that cost will be non-existent for at least five years as part of their offer to the City.

When added together, the annual operating costs for a Computer Center is projected to be \$79,466.

Conclusion

If constructed, the Computer Center at the East Valley Community Center will be a state-of-the-art facility and an additional asset for the east side of Escondido. The center will allow for numerous educational opportunities and enhance the learning experience and promote the image that Escondido is a technology-oriented community.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15
Date: February 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Ali Shahzad, Associate Engineer
Beth Kassebaum, Associate Engineer

SUBJECT: Traffic Signal System Workshop – An Informational Report

RECOMMENDATION:

It is requested that Council receive and file this report on the state of the City's Traffic Signal system.

BACKGROUND:

This report serves to supplement the information presented at the City Council workshop concerning the state of the City's traffic signal system, a quick comparison of the City with other nearby agencies, and future improvements to the signal system.

The City's Traffic Signal System

The City of Escondido has 148 traffic signals that are maintained, operated and coordinated by staff. For each of those signals the staff operates five unique signal timing plans:

- AM Peak hours (6-9AM)
- PM Peak hours (3-6PM)
- MID Day hours (9AM – 3PM)
- Evening hours (6PM – 6AM)
- Weekends (Saturdays and Sundays)

Within the City limits, there are also 22 Caltrans signals, which are not under City control, but under City observation and monitoring. In addition, there are red light photo enforcement (RLPE) camera systems associated with particular city intersections, but the RLPE system neither controls nor is controlled by the traffic signal system.

During the last Fiscal Year, several aging signals have had their circuits and conductors completely re-wired, as they were shorting out in the rainy season due to insulation failures. Additionally, six new signals have been constructed and have become operational.

All of the signals are connected by underground copper wire called the Signal Interconnect and can communicate with the central server at City Hall via dedicated phone links from chains of connected signals (see Exhibit "A" for a schematic of the Signal System setup). The individual signals either use video or vehicle loop detection systems in the pavement to efficiently operate the signal at each intersection. The majority of our detection systems are video to aid in minimal impact to traffic operations due to our ongoing street maintenance projects. The City has upgraded many of the signal controller chips (i.e. - brains) at intersections in order to have greater power and flexibility to optimize the signal timing.

Each signalized intersection must be reviewed annually for maintenance and every two to three years to update the cycles for the "time of day" plans based on updated vehicle turning movement counts for the peak hours. This is accomplished by one electrician and two associate traffic engineers. For this reason, staff welcomes comments from the public regarding traffic signal issues and finds the service of the Community Safety and Transportation Commission invaluable to keeping our traffic signal system and the other aspects of traffic safety, operational. This workshop is also an excellent opportunity to inform the public of some of the constraints physically and technologically that our system, most of the time, is able to respond well to. While there is a coordinated system and scheduled maintenance, these both get preempted by system emergencies and regional traffic situations.

As the City uses different coordination plans during the day to accommodate varying traffic flows, not all signals are coordinated at all times throughout the City. Pedestrian calls and emergency vehicle preemptions are other unpredictable variables that can disrupt a signal's coordination as it cycles back into a coordination pattern. This cycling back is usually accomplished by the program "stealing green time" from left turn movements. Coordination is also affected when chains of signals meet Caltrans signals (primarily around I-15 & SR-78) whose timing is controlled by Caltrans to achieve freeway operational needs.

Quicnet 4 Plus (QN4+) software allows the staff to monitor each signal, in real time, and know how each one is operating. The Quicnet system was constructed in three phases over more than 10 years. QN4+ connects all of the signalized intersections to a server, which has recently been moved from the Yard to City Hall. The server has been updated by SANDAG funding in the last two years by a new and improved system called RAMS (Regional Arterial Management System) with the more updated QN4+ signal control software. The goal of RAMS is to foster inter-jurisdictional collaboration among the Cities, County of San Diego and Caltrans to coordinate signals along shared corridors- ideally traffic should not stop at agencies boundaries.

The QN4+ program alerts users to any alarms or disruption of service. Although staff cannot see a real time video of each intersection, the "Quicnet Intersection Display" does show the current phase operations (see Exhibits "B" and "C" - intersection displays). While not necessary to efficiently operate our traffic signal system, live video is a possible future addition to the system (see Exhibit "D" - Escondido and San Marcos Traffic Management Centers).

The City implements several Corridor Coordination Plans in order to improve traffic flow along the major corridors. These corridors currently include:

- Centre City Parkway - all intersections re-timed with the SANDAG TRAFFIC LIGHT SYNCHRONIZATION PROJECT (TSLP) Project
- Washington Avenue
- Mission Avenue
- Valley Parkway
- Grand Avenue
- Second Avenue
- Auto Park Way
- Ash Street
- Ninth Avenue
- North El Norte Pkwy
- South Bear Valley Pkwy
- North Bear Valley Pkwy is left uncoordinated, as the several schools start and end times along the corridor are varied. The signals there operate best when left "Free" to adapt to the actuated traffic conditions. This segment is a good candidate for Adaptive Signal Timing hardware for future improvements.

The City has also recently implemented a SANDAG-funded Escondido Rapid Bus Transit program, the first of its kind on the west coast, which connects the Escondido Transit Center with North County Westfield Mall/Del Lago Transit Center. The bus route allows for quicker travel between these two locations, utilizing transit (low priority) signal preemption. There are approximately 20 signals along the route outfitted with Signal preemption equipment. The buses, if delayed, may activate signal preemption once in a 15-minute period in order to stay on schedule.

Light Emitting Diode (LED) lights are currently installed for all green and red lenses of every signal head at all 148 Escondido controlled signalized intersections. Additionally, 75% of those traffic signals have a Battery Backup System (BBS) that will operate the signal either on the normal timing plan or on full service for a few hours and then all-red flash for several hours depending on battery life and condition. Exhibit "E" provides a snapshot of a portion of the City's BBS signals map, indicating which signalized intersections have battery backup systems and what type of system.

Comparison with Nearby Agencies

The Staff contacted the following agencies in order to collect similar information as presented in the previous section about that City's traffic signal system:

- San Marcos
- Temecula
- Corona
- Oceanside

Exhibit "F" provides a matrix with a summary of the various components of the signal systems, in order to compare the cities more easily. As the exhibit shows, the City of Escondido operates and maintains a signal system that is comparable to, and in several ways better than, the other cities (see Exhibit "G," City of Carlsbad - web page article Feb 22, 2011). Escondido is the only city to implement any kind of rapid transit with signal preemption. Furthermore, several other nearby agencies, such as the City of Oceanside, do not have all of their traffic signals interconnected with copper wire. While fiber cable can carry more data as compared to copper wire, there are operational benefits of a copper wire connected system. The City of Carlsbad just last year started to interconnect their signals and centralize control. Previously the Carlsbad staff had to go to individual intersection signal controllers in order to modify timing, a very time consuming and labor intensive task.

The City of Escondido is also a partner agency with SANDAG in implementing Intelligent Transportation System (ITS) as part of the ITS Strategic Plan improvements. This federally-funded Inter-Corridor Management (ICM) long term project which entails automated data collection ("Arterial Detection System Development Plan") is being created/implemented over the coming months. This plan will serve as the foundation for setting a strategic vision for regional arterial detection needs. The plan is considered as the first phase and will provide a number of foundational documents for future design and construction of arterial detection, subject to future funding.

Future Improvements

The City is in the process of several upgrades to the traffic signal system.

- First, in the coming months, staff will complete the upgrade of yellow signal bulbs to LED. Currently, all the greens and reds are LED, but only about 75% of the yellows are LED.
- Upon completion of this upgrade, the staff will then purchase, as funds become available, and install battery backup systems for the remaining 34 signals that do not have such a system.
- The third upgrade will be to install 233 Chips (i.e. - better brains) in the signal controllers.

Engineering Services has also recently upgraded our software to the latest Trafficware Synchro version 8 software, which allows the staff to analyze the efficiency of the traffic signal system. Using an aerial map, staff can create a model of the existing timing plans and then optimize those timing plans to ideally and more effectively move vehicles through an intersection or along a specified corridor. This software is also used to conduct warrant analyses for future new signals or signal modifications, such as protected left-turn phasing.

Through the Transportation & Community Safety Commission, staff continues to pursue school related pedestrian traffic signal improvements through available funding - such as the Community

Safety Fund and the Safe Route to School program. Staff is also actively seeking grants for traffic system improvements and for a video system to monitor major corridors for congestion.

The newest signalized intersection coming to the City of Escondido will be installed at Valley Parkway and Maple Street. Staff has included for this signal the use of new infrared detection in the signal design. The installation of this new technology will allow the City to evaluate the use of infrared cameras, which do not have the problem of glare that can occur on east-west streets with video detection, but still flexibly maintains operation of the system during street maintenance.

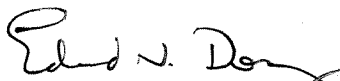
Vision

As mentioned before, the City staff will be using upgraded signal controller 233 chips to implement, as grant funds become available, adaptive signal timing along certain corridors. Staff is required to update the cycles for the "time of day" plans at each signalized intersection every 2 to 3 years. However, adaptive traffic signal timing offers a more efficient system for the public. Adaptive timing allows signals to use real-time traffic data to adjust the phase and cycle lengths for every cycle, based on demand and queuing. This makes the signal responsive to traffic conditions 24 hours per day as opposed to using a maximum of 5 plans based on a single peak hour controlling the condition in that phase that is being addressed (i.e.- AM, PM, School, evening, weekend, etc.).

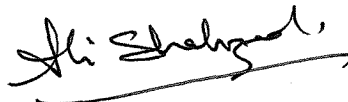
An Adaptive Traffic Control system is integrated with field detectors, which allow it to modify the timing based on the traffic conditions. It also has the ability to detect traffic accidents and incidents and adjust signal timing accordingly. This technology will allow for coordination of multiple signals along a corridor and improved traffic flow through the automatic and continual adjustment of the signal timing to meet the demands of traffic. This methodology is a major deviation from the traditional labor-intensive method of using set patterns based on "time of day" plans. Adaptive timing also has the potential to deal with some of the challenges in corridor timing plans by addressing the unique situations created by Caltrans controlled signals and school attendance patterns.

In conclusion, Escondido has a large and complex traffic signal system that operates efficiently and effectively for a majority of the time. It already utilizes many of the tools necessary to keep traffic moving safely throughout the City. As the staff cannot be at every intersection every day, feedback from the public is very welcome and important to successfully keeping the City moving forward smoothly.

Respectfully submitted,



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



Ali Shahzad, P.E.
Associate Engineer



Beth Kassebaum, E.I.T.
Associate Engineer

Exhibit A – City’s Signal System Set-up Schematic

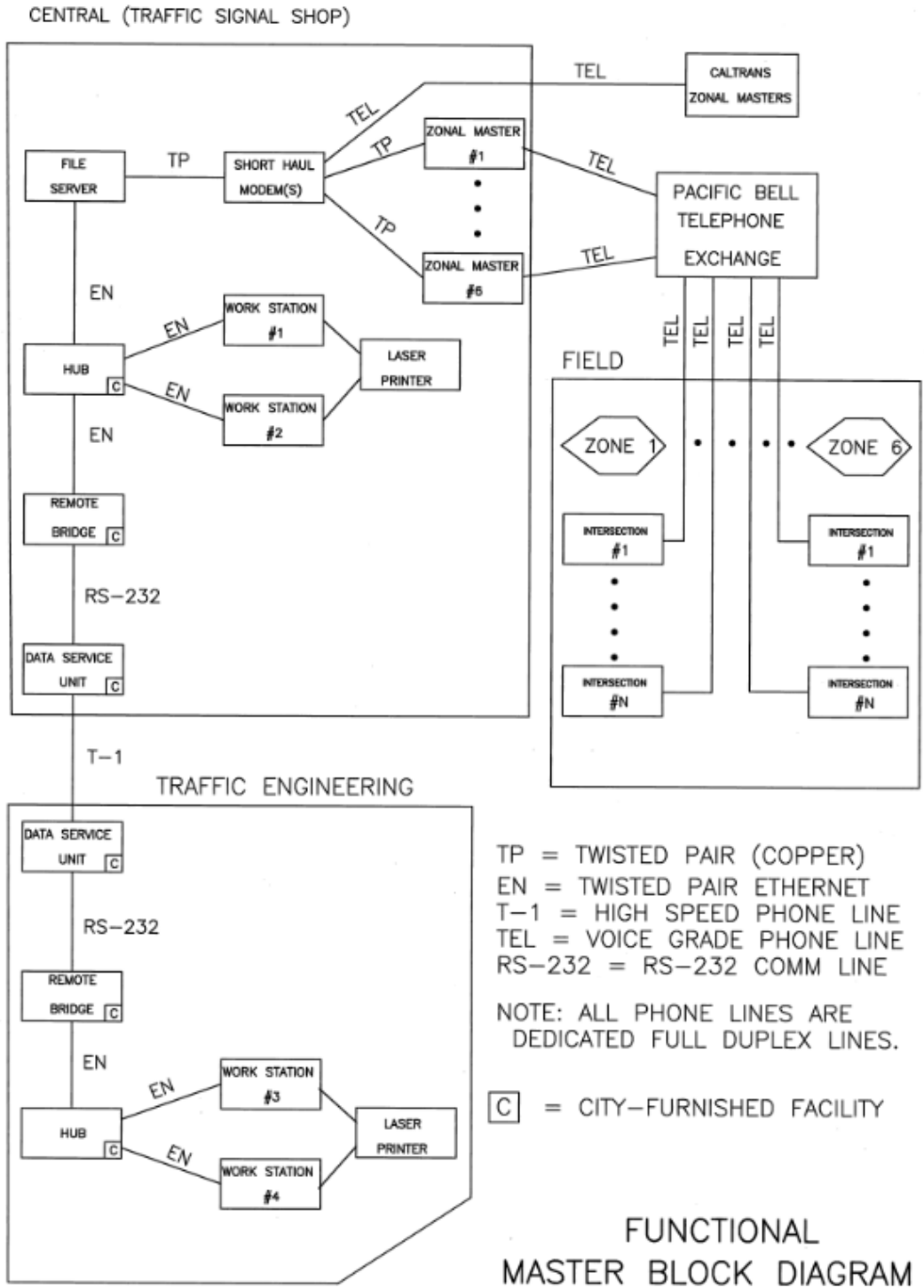


Exhibit B

Quicnet 4Plus Software Display Screen
(Signalized Intersections)

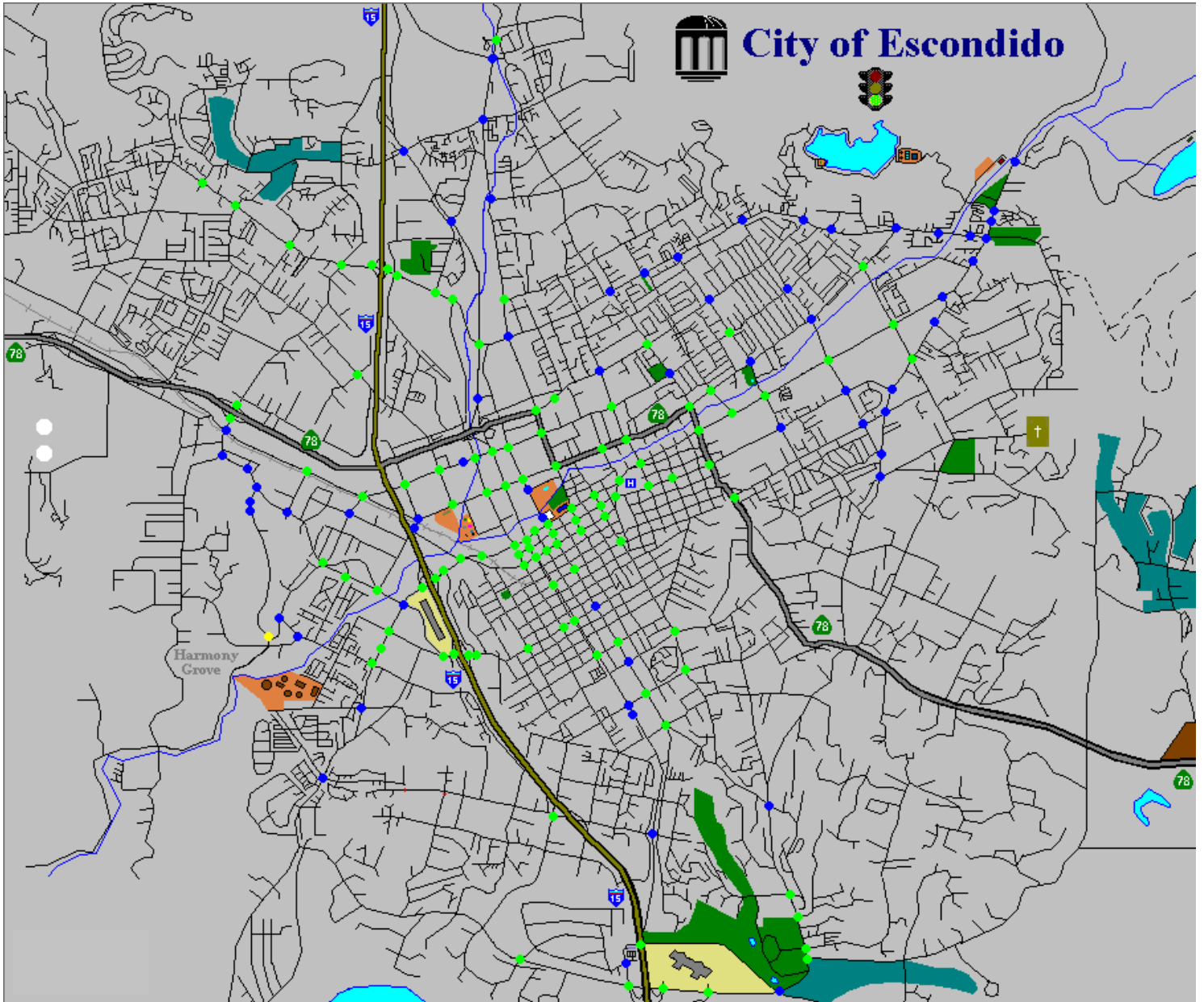


Exhibit C

Quicnet 4Plus - Intersection Display

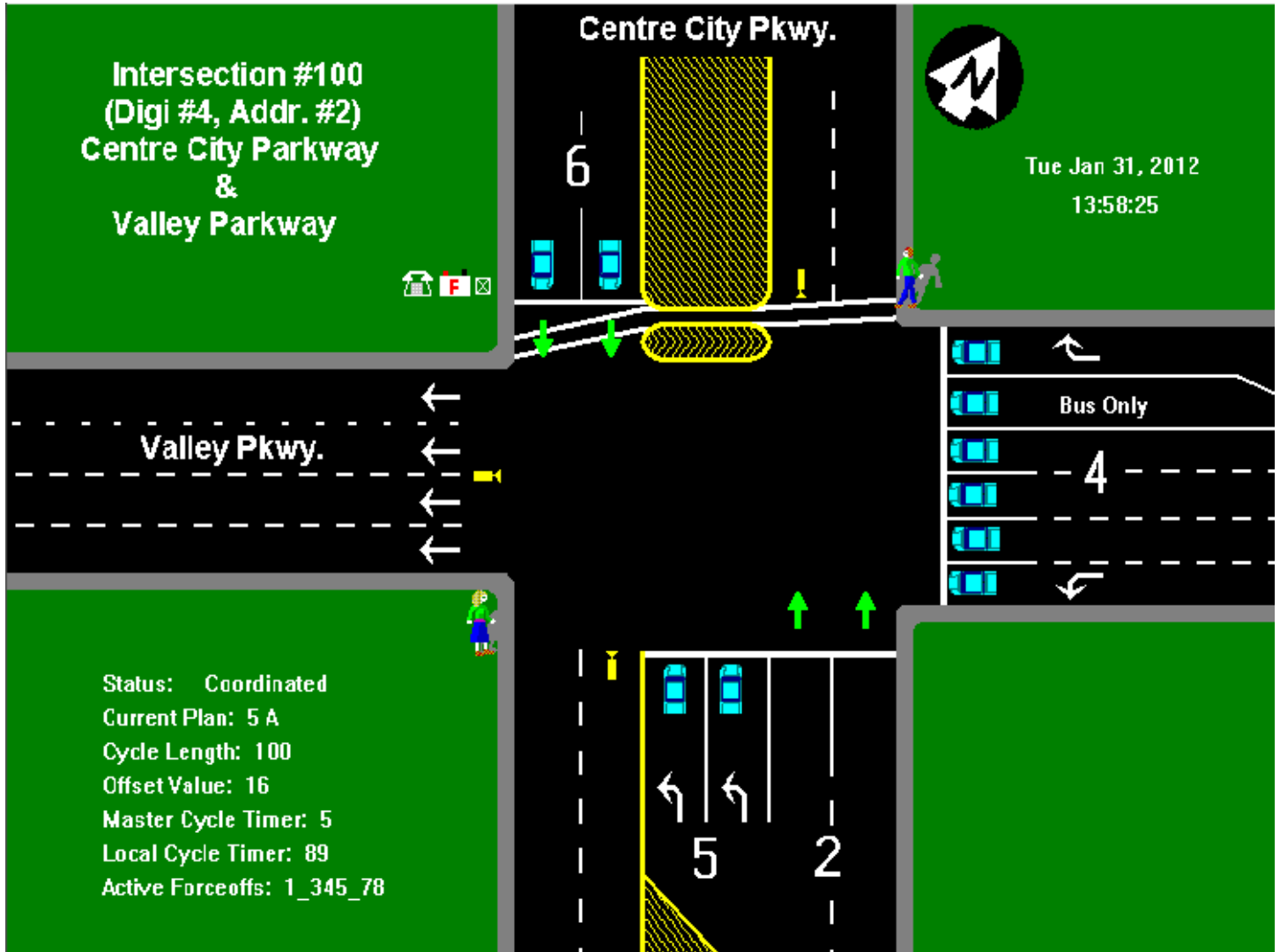
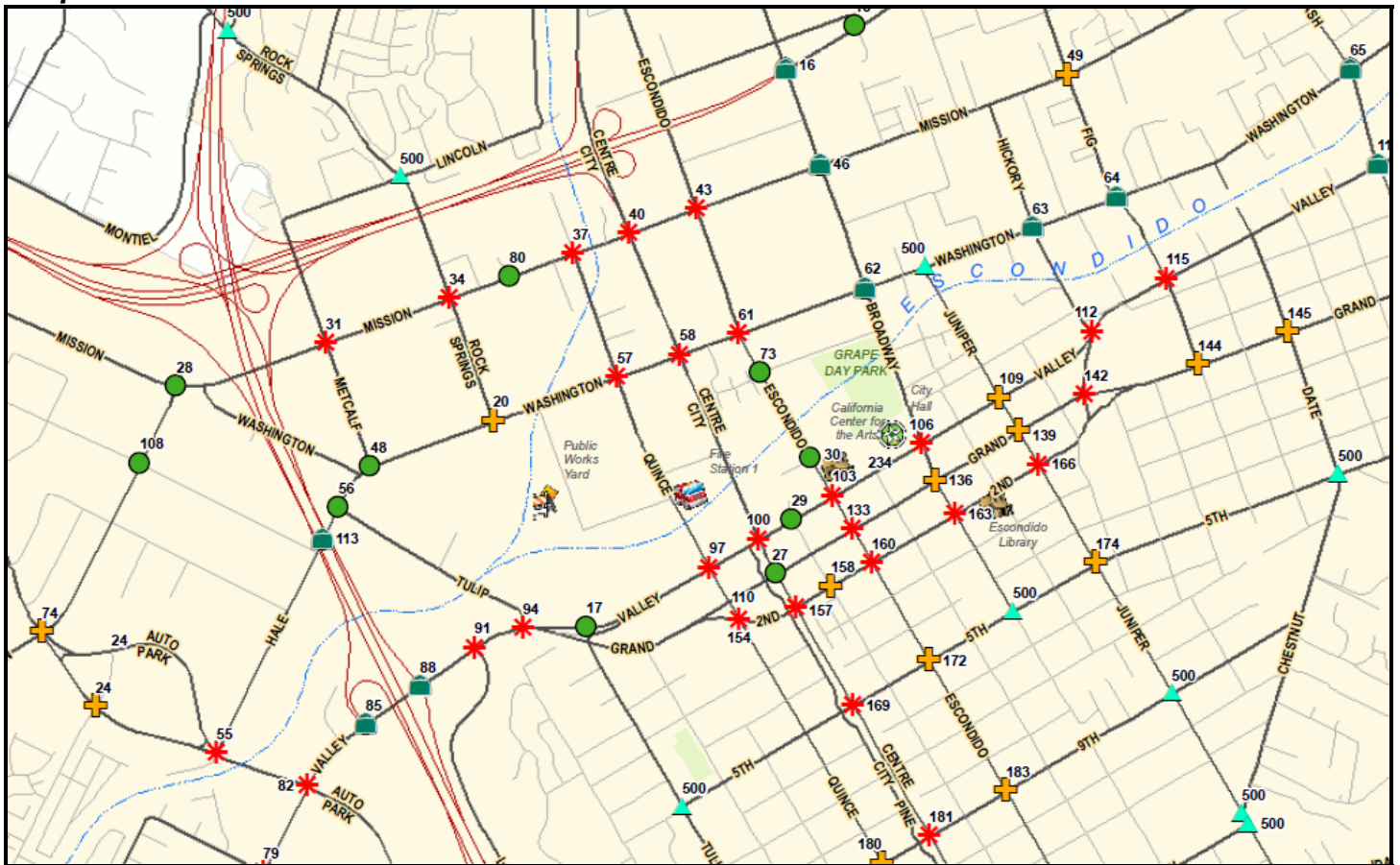


Exhibit D – Battery Backup System

Snapshot:



September, 2011

City of Escondido Traffic Signal Inventory and Battery Backup Review

- | | | | | | |
|---|----------------|---|----------|---|--------------|
|  | Planned Signal |  | NONE |  | General Plan |
|  | RUN |  | CALTRANS |  | REVIEW |
|  | FLASH |  | City | | |

Exhibit E
City of San Marcos Traffic Management Center (TMC)



City of Escondido Traffic Management Center



(TMC)

Exhibit F – Traffic Signal System Comparisons


		Traffic Signal System - Comparisons			
	Escondido	San Marcos	Temecula	Corona	Oceanside
SIGNALS	148	130	119 + 8 CALTRANS	140	150
LED	All Red and Green; Working on Yellows	All	All Red and Green; Working on Yellows	•	All
BBS	113 signals; Clery brand.	All signals	All signals; Dimensions brand.	•	About 30 signals; Clery brand.
Interconnect	Copper	Mix of copper and fiber optic; mostly fiber optic.	Mix of copper and fiber optic; fiber along major 99% loops; only video at a couple of intersections because of overpasses.	•	Copper, plus 10 miles of fiber optic.
Signal Detection	Video/Infrared @ Maple&EVP	Video/ Loops/ Infrared	Type 170E	•	Both video and loops.
Controllers	Type 170E	Type 170E and 2070	Type 170E	•	Type 170E
Timing Chips	200 & 233	233 & 2033	233	•	2030 and 2033
Video Surveillance	None	At 40 intersections.	Along 5 major corridors.	At 15 signals through their Advanced Traffic Management System (ATMS).	Installing it at 19 intersections.
ITS - Transit Management	Transit Signal Preemp Rte. Quicnet 4+	None Quicnet Pro v.2	None Quicnet 4+	None •	None Quicnet 4+
Red Light Photo Enforcement	7 Intersections (17 approaches)	No; 3 signals have "rat" lights.	No; City Council prefers police enforcement.	14 Intersections.	10 Intersections.
Traffic Management Center (TMC)	Yes; at Public Works Yard.	Yes; very new with video wall and 4 workstations.	Yes; at City Hall. 6' video screens and 5 workstations.	Yes; new with video wall.	Yes; new with video wall.
Test cabinet?	No	Yes	Yes, at Field Operations Center but not used.	•	Yes, at TMC.
System Analysis	Synchro 8.0	Synchro 7.0	Synchro 7.0	Synchro	Synchro
Staffing	2 Associate Engineers 1 Maint./Signal Tech	1 Principal Engineer 2 Associate Engineers Several interns, plus contractors.	1 Associate Engineer 1 Junior Engineer 1 Maint./Signal Tech 1 Asst. Signal Tech	•	1 Principal Engineer 2 Associate Engineers 1 2-days-per-week Engineer
Traffic Safety Committee	T&CSC meet quarterly for roughly 1.5 hours.	Traffic Safety Commission meets monthly for about 3-4 hours.	Public Traffic Safety Committee meets monthly for about an hour.	Yes	Yes
FUNDING		80% grant funding, 10-15% developers, 5% local funds.	Not a huge focus on grants; joint ventures with		
TMC	No	CMAQ - \$3.3 million.	Included at part of new City Hall construction	\$2 million in state and federal grants have helped expand the ATMS in the TMC.	CMAQ - \$900,000
Grants?	None.	HSIP & OTS	City has a designated grant writer.		HSIP
VISION FOR THE FUTURE		Complete Streets on San Marcos Blvd. Want adaptive timing on all signals.	Looking into infrared cameras. Utilize signal testing cabinet better. Hire additional signal techs. Considering signal	Phase 2 of the ATMS is under development utilizing a 50/50 split of City and grant funds to increase the traffic signal and monitoring camera capacity of the	•

EXHIBIT G (City of Carlsbad - web page article Feb 22, 2011)

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After a successful [trial](#) of new technology designed to improve traffic signal timing at Carlsbad's busiest intersection, the city is moving forward with plans for a system that will better coordinate signal timing citywide.

Last summer, traffic engineers completed a pilot project that established a new Traffic Management Center, which enables city staff to observe and adjust signal timing from a

remote location. The first target was the intersection at Palomar Airport Road and El Camino Real, which 63,000 vehicles pass through every day, the most in Carlsbad.

Currently, city staff must go to the physical location of each signal to make timing adjustments. According to Doug Bilse, a senior traffic engineer for the city, even small adjustments in how long a light stays red or green can make a big difference in the time people spend waiting in traffic.

Traffic engineers were pleased with the reduced wait times at the pilot location and are proceeding to the next phase of the program, purchasing and installing equipment that will link the signals along the entire stretch of El Camino Real in Carlsbad.

The traffic signal project was identified by the City Council as a top priority for the coming year, during last week's annual goal setting workshop. The ultimate goal is to establish a system that will network nearly all of Carlsbad's 170 traffic signals through the new center, improving traffic flow citywide.

Traffic engineers plan to replace the city's current control system, which is limited to a small number of traffic signals, with a new system over five years. The citywide network will enable staff to observe an entire corridor and adjust signal timing to optimize traffic flow based on real time conditions.

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Carlsbad Currents



Our bi-monthly at-a-glance resource for the latest city news, issues and events.

"This new technology won't improve traffic flow by itself, but it will give us a much more advanced and efficient way to make changes as needed to keep cars moving," said Bilse. "Traffic is a big concern out there. This is a great example of using technology to make a noticeable improvement in the lives of our community members."

The new system will automatically detect traffic signal malfunctions, allowing city crews to perform maintenance promptly and minimize service interruptions.

Bilse said staff also will be able to adjust signal operations through a secure communication line to control traffic flow in response to construction, emergencies or special events.

He said after the equipment is installed along El Camino Real, operators will fine-tune the timing to maximize efficiency. When that's completed, they'll turn to the project's next phase, Palomar Airport Road.

In time all the city's signals will be tied into the system, with the exception of some isolated signals that won't be connected if the cost to do so isn't warranted based on the additional benefit to the system.

"Carlsbad's tried hard to manage traffic. Our roads have kept pace with growth, and we keep our streets well maintained," said Bilse. "Thanks to technology, we can now take our traffic management approach to a whole new level."

For more information:

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City media contacts:

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Rachel McGuire, 760-434-2960, rachel.mcguire@carlsbadca.gov



FUTURE CITY COUNCIL AGENDA ITEMS
February 9, 2012

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

FEBRUARY 22, 2012
NO MEETING (President's Day)

FEBRUARY 29, 2012
No Meeting (5th Wednesday)