



Council Meeting Agenda

April 13, 2011

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	Marsha Whalen
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF ENGINEERING SERVICES	Ed Domingue

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

April 13, 2011
3:30 p.m. MEETING

Escondido City Council Community Development Commission

CALL TO ORDER

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

ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.)

CLOSED SESSION: (COUNCIL/CDC/RRB)

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

- a. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido City Employee Association
Supervisory Bargaining Unit**
- b. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido City Employee Association
Administrative/Clerical/Engineering (ACE) Bargaining Unit**
- c. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Maintenance & Operations, Teamsters Local 911**
- d. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido Police Officers' Association - Sworn**
- e. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido Police Officers' Association – Non-Sworn**
- f. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido Firefighters' Association**

CLOSED SESSION - Continued

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

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

Property:	A parcel on the north side of West Valley Parkway between City Hall and the California Center for the Arts, Escondido, APN#229-372-20
Agency Negotiator:	Charles Grimm
Negotiating parties:	City of Escondido and CW Clark
Under negotiation:	Price and terms of payment

ADJOURNMENT



Council Meeting Agenda

**April 13, 2011
4:30 p.m. Meeting**

**Escondido City Council
Community Development Commission
Mobilehome Rent Review Board**

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PROCLAMATIONS: Cameron Curry – Charter Schools Association Leader of the Year
Childhood Cancer Awareness
Fair Housing Month

PRESENTATIONS: Beautification/America in Bloom

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of March 9, 2011**

4. **BID AWARD FOR SPORTS CENTER OFFICE EXPANSION** – Request Council accept the apparent low bid from MW Construction, Inc. as the lowest responsive and responsible bid; and authorize the Mayor and City Clerk to execute an agreement with MW Construction, Inc. in the amount of \$176,973 for the Sports Center Office Expansion project base bid.

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

RESOLUTION NO. 2011-45

5. **FISCAL YEAR 2010 URBAN AREA SECURITY INITIATIVE (UASI) GRANT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept FY 2010 Urban Area Security Initiative (UASI) Grant funds in the amount of \$246,000; authorize the Chief of Police to submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds.

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

6. **FISCAL YEAR 2009 PROJECT SAFE NEIGHBORHOOD GUN VIOLENCE AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept FY 2009 Project Safe Neighborhood Gun Violence Suppression Grant funds in the amount of \$20,000; authorize the Chief of Police to submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds.

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

7. **FISCAL YEAR 2010 ASSISTANCE TO FIREFIGHTERS GRANT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Fire Department to accept a grant award of \$75,800 from the Federal FY 2010 Assistance to Firefighters Grant (AFG) Program; authorize the Fire Chief to execute grant documents on behalf of the City; and authorize budget adjustments to track spending of these grant funds.

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

CONSENT CALENDAR- Continued

8. **LEASE AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND GRAND DENTISTRY FOR A PARKING LOT AT 418 EAST SECOND AVENUE IN ESCONDIDO** – Request Council approve a three-year lease agreement for a parking lot at 418 East Second Avenue in the City of Escondido.

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

RESOLUTION NO. 2011-49

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

9. **SHORT FORM RENT REVIEW BOARD HEARING FOR LAKE BERNARDO MOBILE ESTATES** – Request Council approve an increase of seventy-five percent of the change in the Consumer Price Index, or an average of \$5.41 per space, per month for the period of June 30, 2009 to June 30, 2010.

Staff Recommendation: Approval (**Housing Division: Roni Keiser**)

RESOLUTION NO. RRB 2011-02

CURRENT BUSINESS

10. **DRAFT PROPOSED CHARTER** – Request Council approve the draft proposed Charter and direct staff to return to Council with the appropriate resolutions to place the Charter on the ballot for a future election.

Staff Recommendation: None: (**Mayor Sam Abed and Deputy Mayor Marie Waldron**)

WORKSHOP

11. **OUTSOURCING OF PUBLIC SERVICES** – Presentation of opportunities to outsource a variety of public services.

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

FUTURE AGENDA

12. **FUTURE AGENDA ITEMS** - The purpose of this item is to identify issues presently known to staff or which members of the Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed

Staff Recommendation: None (**City Clerk's Office: Marsha Whalen**)

ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda.

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
April 20	No Meeting			
April 27	No Meeting			
May 4	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
May 11	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Comments are generally limited to 3 minutes.

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

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

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

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

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

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and can be viewed the following Sunday and Monday evenings at 6:00 p.m. on Cox Cable. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and selecting: City Council/broadcasts of City Council Meetings/live video streaming.

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

The City Council is scheduled to meet the first four Wednesdays of the month at 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.



ITEM: III. b

AGENDA: 4/13/11

ADDENDUM

**ADDITION TO THE AGENDA AFTER DUPLICATING AGENDA BUT
PRIOR TO POSTING:**

CLOSED SESSION ITEM:

**III. b. Property: 475 & 480 N. North Spruce Street
 Agency Negotiators: Clay Phillips
 Negotiating parties: City and JMI Sports
 Under negotiation: Price and terms of payment**

CITY OF ESCONDIDO
March 9, 2011
3:30 p.m. MEETING MINUTES

Escondido City Council
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 3:30 p.m. on Wednesday, March 9, 2011 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/CDC/RRB)

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

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

- a. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido City Employee Benefit Association
Supervisory Bargaining Unit**
- b. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Escondido City Employee Association
Administrative/Clerical/Engineering (ACE) Bargaining Unit**
- c. Agency Negotiator: Sheryl Bennett, Clay Phillips
Employee organization: **Maintenance & Operations, Teamsters Local 911**

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
March 9, 2011
4:30 p.m. Meeting Minutes

Escondido City Council
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 4:30 p.m. on Wednesday, March 9, 2011 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

ORAL COMMUNICATIONS

Don Manor, Escondido, urged Council to keep funding the Escondido Arts Partnership.

Dorothea Boughdadly, Valley Center, voiced concern that the staging area at Daley Ranch's Caballo Trail was very steep and did not have a restroom or water for the horses.

Wendy Wilson, Arts Partnership/Escondido Municipal Gallery, requested Council to keep funding the Arts Partnership.

Kevin Freitas, San Diego, stated he supported the arts.

Renee Richetts, Escondido Arts Partnership/Municipal Gallery, asked Council to keep funding the Arts Partnership.

Wendy Harrison, Escondido, urged Council to continue funding the arts.

Dennis Tomlinson, Escondido, distributed information and voiced concern with graffiti, the city streets and indicated he supported the hotel project.

Cody Powers, Escondido, stated he supported the arts.

Joe Powers, Escondido, requested the Council fund the Arts Partnership.

Gayle Powers, Escondido, urged Council to give the Arts Partnership an additional year of funding to prove they can support themselves.

Tania Notkoff, Escondido, indicated she was an artist and would like continued funding for the arts.

Kathy Hamilton, Escondido, stated the arts united the community.

Robert O'Sullivan, Escondido, indicated he supported the arts.

Thomas Armstrong, Escondido, voiced concern for the homeless.

Suzette Amon, Escondido, indicated that art was a necessity.

Thora Guthrie, Downtown Business Association President, requested the Council continue their funding of the Arts Partnership.

CONSENT CALENDAR

Councilmember Diaz removed items 5 and 6 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz that the following Consent Calendar items be approved with the exception of items 5 and 6. Motion carried unanimously.

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

4. **FISCAL YEAR 2010 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) AND BUDGET ADJUSTMENT** – Request Council accept \$317,323 in Federal Grant funding from the Department of Homeland Security (DHS) for the FY 2010 State Homeland Security Grant Program (SHSGP); and request Council authorize the Fire Chief to execute all documents required for the management of this grant; and request Council authorize the necessary budget adjustment to establish new projects for tracking these grant funds. (File No. 0480-70)

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

5. **PURCHASE OF NEW WASTEWATER COLLECTION LINE TRUCK** – Request Council approve the purchase of one (1) new Line Truck from Dion International Trucks, LLC as a sole source provider in the amount of \$134,743. (File No. 0470-35)

Staff Recommendation: Approval (**Community Services/Fleet Services: Richard O'Donnell**)

RESOLUTION NO. 2011-27

Councilmember Diaz asked for details on the truck specifications and why the purchase didn't go out to bid.

Rich O'Donnell, Public Works Deputy Director, explained that other vendors refused to bid against the sole source provider.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron to approve the purchase of one (1) new Line Truck from Dion International Trucks, LLC as a sole source provider in the amount of \$134,743 and adopt Resolution No. 2011-27. Motion carried unanimously.

6. **BID AWARD FOR NOTEBOOK LAPTOPS TO BE INSTALLED IN THE POLICE PATROL VEHICLES** – Request Council award the bid for Notebook Laptops to CDWG Government as the lowest responsive and responsible bidder in the amount of \$397,840. (File No. 0470-35)

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

Councilmember Diaz asked what the process was to install a laptop in a police vehicle.

Gil Rojas, Finance Director, explained how the laptops for police vehicles differ from regular laptops.

Mark Becker, Information Systems Director, indicated the cost was for the purchase of laptops, not installation.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to award the bid for Notebook Laptops to CDWG Government as the lowest responsive and responsible bidder in the amount of \$397,840. Motion carried unanimously.

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

PUBLIC HEARINGS

7. **REVIEW AND REAFFIRM COMMUNITY DEVELOPMENT PRIORITIES OF THE FISCAL YEAR 2010-2015 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG); APPROVAL OF AN ALLOCATION PROCESS FOR FISCAL YEAR 2010-2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS** – Request Council review and reaffirm the Community Development priorities of the Consolidated Plan for FY 2010-2015 for CDBG and approve an allocation process for FY 2011-2012 CDBG Funds for public service projects and programs. (File No. 0870-11)

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

Rich Buquet and Michelle Geller, Neighborhood Services, gave the staff report and presented a series of slides.

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

Al Trevisan, Palomar Family Counseling, requested Council continue their funding.

Scofield Hage, San Diego Food Bank, asked Council to keep funding their program.

Jim Jackson, North County Serenity House, urged Council to fund their request.

Cheryl Crawford, Meals on Wheels, asked Council to continue funding their program.

Patricia Cavanaugh, Escondido Community Child Development Center, requested Council continue funding their program.

Susan Hall, Angels Depot, asked Council to fund their program.

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

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to reaffirm the Community Development priorities of the Consolidated Plan for FY 2010-2015 for CDBG and approve an allocation process for FY 2011-2012 CDBG Funds for public service projects and programs. Motion carried unanimously.

CURRENT BUSINESS

- 8. SANDAG BRIEFING – ESCONDIDO BUS RAPID TRANSIT ROUTE 350 PROJECT –** Request Council receive a briefing from SANDAG staff regarding the Escondido Bus Rapid Transit Route 350 Project. (File No. 0145-60)

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

Ed Domingue, Engineering Services Director, introduced Danny Veeh, SANDAG, who gave the report and presented a series of slides.

COUNCIL ACTION: NO ACTION, INFORMATION ONLY

- 9. COOPERATIVE EMERGENCY MEDICAL SERVICES (EMS) MANAGEMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND THE CITY OF SAN MARCOS –** Request Council authorize the City Manager to complete the final negotiations and to execute a contract for cooperative EMS management functions between the City of Escondido and the City of San Marcos. (File No. 0240-05)

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

RESOLUTION NO. 2011-34

Fire Chief Mike Lowry gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to authorize the City Manager to complete the final negotiations and to execute a contract for cooperative EMS management functions between the City of Escondido and the City of San Marcos and adopt Resolution No. 2011-34. Motion carried unanimously.

- 10. FIRE STATION #4, LOCATED AT 3301 BEAR VALLEY PARKWAY, RECONSTRUCTION, FINANCING PLAN AND BUDGET ADJUSTMENT –** Request Council approve the financing plan for the reconstruction of Fire Station #4 located at 3301 Bear Valley Parkway; and request Council authorize Fire Department Staff to enter into an agreement with the architect and begin the RFP process; and request Council approve the budget adjustment for increased rental fees to

Aegis Senior Living in the amount of \$27,000 from Economic Uncertainty Reserves. (File No. 0430-80)

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

Fire Chief Mike Lowry gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to approve the financing plan without taking \$296,604 from Economic Uncertainty Reserves. Ayes: Abed, Gallo, Morasco and Waldron. Noes: Diaz. Absent: None. Motion carried.

- 11. GENERAL PLAN UPDATE STATUS AND CLIMATE ACTION PLAN (CASE NO.: PHG 09-0020, PHG 10-0016)** – Request Council endorse the General Plan land use study areas that have been refined based on a preliminary evaluation and market feasibility analysis. (File No. 0830-07)

Staff Recommendation: Direct staff to proceed with preparation of the Environmental Impact Report (EIR): (**Community Development/Planning: Barbara Redlitz**)

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

COUNCIL ACTION: Directed staff to proceed with the EIR.

- 12. TERMINATION OF THE CHARROS LEASE** – Request Council authorize staff to proceed with the termination of the Charros Association's lease to allow for the construction of a Water Distribution Division administration and operations building. (File No. 0600-10 [A-2540])

Staff Recommendation: Approval (**Utilities Department: Lori Vereker and City Manager's Office: Joyce Masterson**)

Lori Vereker, Utilities Director, and Joyce Masterson, City Manager's Office gave the staff report and presented a series of slides.

Ben Cueva, Escondido, gave a report on the benefits the Charros contribute to the City.

Lorraine Boyce, Escondido, asked Council to look at relocating the Charros to another property.

Toby De la Torre, Charros Federation USA, stated the best use of the property was for Charros use.

Filemon Jara, Chula Vista, indicated the Charros use of the land was part of the trails plan.

Carmen Miranda, Escondido, stated the City should find another site for the Charros and asked Council to postpone their decision.

Thomas Cook, San Diego, indicated the Charros should keep their lease.

Sally Costello, Escondido Humane Society, stated she did not want the water plant at the Charros site.

Miguel Escamilla, Escondido, voiced support for the Charros organization.

Merrilyn Carpenter, Escondido, indicated the Daley Ranch Master Plan set aside the property for equestrian use.

Julian Nava, Valley Center, asked Council to postpone their decision.

Gabriel Arce, Bonita, asked to work with someone in the City on the Charros' issues.

Sergio Contreras, Vista, indicated the rodeo kept kids off the street.

Sophia Munoz, Wildomar, stated the rodeo taught her discipline, how to work well with others and responsibility.

Abel Villicana, Escondido, asked Council to let the Charros keep the property.

Danny Getiellez, Escondido, expressed support for the Charros.

Dottie Christensen, Valley Center, indicated the Charros were an important part of the community.

Rick Paul, Friends of Daley Ranch, distributed shirts to Council members, presented a series of slides, and gave information on open space.

Teri Nelson, Escondido, stated the Charros rodeo was an educational tool.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Gallo to approve with direction to staff to continue looking at a relocation property for the Charros. Ayes: Abed, Diaz, Gallo and Waldron. Noes: Morasco. Absent: None. Motion carried.

- 13. CHARTER CITY PROPOSAL** – Request Council consider the subject of becoming a charter city. (File No. 0650-20)

Staff Recommendation: None (**Deputy Mayor Marie Waldron Council Member Ed Gallo**)

Deputy Mayor Waldron led the discussion.

Tom Lemmon, San Diego, stated that prevailing wage was the law of the land.

David Sickler, California Trades Council, indicated that local prevailing wage kept jobs here and trained skilled apprentices.

Murtaza Baxamusa, Family Housing Corporation, stated a skilled workforce was essential.

Rick Smiles, Escondido, indicated that project labor agreements promoted local hiring.

Val Macedo, Laborers' International Union, stated apprenticeship was vital to a community.

COUNCIL ACTION: Consensus to conduct a workshop and conduct further study.

FUTURE AGENDA

- 14. FUTURE AGENDA ITEMS** - The purpose of this item is to identify issues presently known to staff or which members of the Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed

Staff Recommendation: None (**City Clerk's Office: Marsha Whalen**)

ORAL COMMUNICATIONS

None

COUNCILMEMBERS COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo indicated that on Friday, March 11, 2011 he would be meeting with North County Transit District, Chamber of Commerce and San Diego Convention and Visitors Bureau to discuss implementing a video kiosk that lists activities in Escondido. He also reminded everyone to set their clocks ahead one hour on Sunday, March 13, 2011.

ADJOURNMENT

Mayor Abed adjourned the meeting at 10:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: April 13, 2011

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: Bid Award for Sports Center Office Expansion

RECOMMENDATION:

It is requested that Council determine the bid from Ted Enterprises, Inc., for \$156,142, to be non-responsive and accept the apparent low bid from MW Construction, Inc., as the lowest responsive and responsible bid by adopting Resolution No. 2011-45 authorizing the Mayor and the City Clerk to execute a Public Improvement Agreement with MW Construction, Inc., in the amount of \$176,973 for the Sports Center Office Expansion project base bid.

FISCAL ANALYSIS:

This project is fully funded in the current year CIP budget with \$222,709 of Park Development funds.

PREVIOUS ACTION:

The original consulting agreement with Matalon Architecture and Planning, Inc., in the amount of \$90,000, was approved by City Council on March 12, 2008, by adoption of Resolution No. 2008-41.

A project status report and conceptual plan was reviewed by City Council on August 20, 2008.

An amendment to the original consulting agreement, in the amount of \$14,582, for additional design services by Matalon Architecture and Planning, Inc., was approved by City Council on December 10, 2008 by adoption of Resolution No. 2008-220.

City Council awarded a construction contract to Try Kirtley General Engineering in the amount of \$93,329 for Grading/Utilities/Construction Improvements for the Sports Center project by adopting Resolution No. 2010-159 on October 27, 2010.

BACKGROUND:

The Sports Center Office Expansion project was developed as two separate bid packages. Work on the Grading/Utilities/Construction Improvements for the project is nearing completion and will provide a compacted, certified pad for the office expansion and the future multi-purpose room.

The design work for the companion project, the Sports Center Multi-purpose Building, is completed but the Park Development fund does not have sufficient resources to construct the community meeting room at this time.

The Engineer's estimate for the base bid for the project, the office expansion, was \$125,000 to \$150,000; and, the estimate for Additive Alternate A, the patio area with sail cloth structures, was \$65,000 to \$75,000.

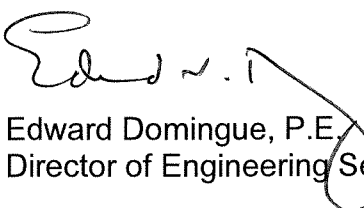
On, March 24, 2011, the City of Escondido received five sealed bids in response to its advertised request for bids on this project. The bids were opened by the City Clerk with the following bid results:

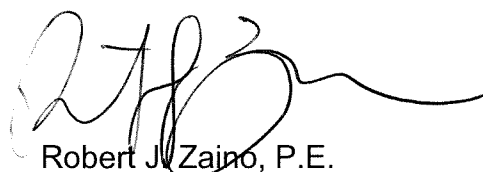
Bidder	Base Bid	Alternate A Bid
(1) Ted Enterprises, Inc.	\$156,142	\$209,000
(2) MW Construction, Inc.	\$176,973	\$173,538
(3) SD & B Construction, Inc.	\$191,365	\$257,460
(4) 3-D Enterprises	\$197,950	\$167,000
(5) Dennis Patrick Contracting	\$256,900	\$222,000

Following the bid opening, staff reviewed the submitted bid proposals. The apparent low bidder, Ted Enterprises, Inc., did not submit an acceptable bid security. Failure to properly complete the bid documents per Instruction to Bidders 11.1, and the bid form itself, renders this bid to be non-responsive.

When considering bids on past projects, staff has recommended and the City Council has rejected bids based on this same error. In light of public policy and the law concerning competitive bidding requirements, and based on the facts of this case, staff recommends the bid by Ted Enterprises, Inc. be rejected as non-responsive and the base bid contract be awarded to MW Construction, Inc., in the amount of \$176,973. City staff is not recommending award of the Alternate A bid at this time. The Alternate A bid, patio improvements, will be redesigned for cost savings and either re-advertised as a separate project or included with the bidding for the multi-purpose building at some future date.

Respectfully submitted,


Edward Domingue, P.E.
Director of Engineering Services


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

RESOLUTION NO. 2011-45

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 PUBLIC IMPROVEMENT AGREEMENT WITH MW CONSTRUCTION, INC., FOR THE BASE BID OF THE OFFICE EXPANSION FOR ESCONDIDO SPORTS CENTER PROJECT

WHEREAS, the City Council has allocated funding to the Office Expansion Improvements for Escondido Sports Center Project; and

WHEREAS, a notice inviting bids for said improvement was duly published, and pursuant to said notice, MW Construction, Inc., submitted a bid; and

WHEREAS, the apparent low bid, submitted by Ted Enterprises, Inc., was determined to be non-responsive and MW Construction, Inc., was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the Director of Engineering Services recommends the execution of a Public Improvement Agreement with MW Construction, Inc., in the amount of \$176,973 for the Base Bid of the Office Expansion Improvements for Escondido Sports Center Project.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Engineering Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement ("Agreement") with MW Construction, Inc., for the Project. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and _____ (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

OFFICE EXPANSION FOR ESCONDIDO SPORTS CENTER

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of _____ Dollars (\$ _____).
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **one hundred and twenty (120) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed

that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the overall project is delayed **one (1) calendar day or more**, the rate shall be \$250/day.

Acknowledged: _____
Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.

7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
 - (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
 - (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project,

except for liability resulting from the sole active negligence, or willful misconduct of the CITY.

- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less that **\$3,000,000 per occurrence**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.
 - (2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted

in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

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

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Marsha Whalen, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: April 13, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Jim Maher, Chief of Police

SUBJECT: FY 2010 Urban Area Security Initiative (UASI) Grant

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept FY 2010 Urban Area Security Initiative (UASI) Grant funds in the amount of \$246,000; authorize the Chief of Police to submit grant documents on behalf of the City and authorize staff to establish budgets to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used purchase a specialized vehicle.

PREVIOUS ACTION:

On October 21, 2009, Council authorized the Fire Chief to accept \$71,300 in Homeland Security Funding from the FY 2008 Urban Areas Security Initiative (UASI) Grant for Command Vehicle upgrades. On June 24, 2009, Council authorized the Fire Chief to participate in the FY 2008 Urban Areas Security Initiative (UASI) Grant Program.

Council has also approved three previous actions to accept grant funding from the Urban Area Security Initiative (UASI) for the initial purchase of the Command Vehicle, communications equipment, dispatching equipment, software and training expenses.

BACKGROUND:

The Escondido Police Department has received a \$246,000 Urban Area Security Initiative (UASI) Grant from the Department of Homeland Security through the County of San Diego. Grant funds will be used to purchase an armored vehicle. The armored vehicle will enhance regional homeland security efforts by filling an identified gap in the County's capability to respond to critical incidents involving high powered weapons.

Respectfully submitted,

Jim Maher
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: April 13, 2011
Department: Police
Division: Administration
Project/Budget Manager: Susan Cervenka/Lisa Rodelo 4402/4905
Council Date (if applicable): April 13, 2011

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Contains entries for Federal Grant and FY10 UASI Equipment Grant.

Explanation of Request:

A budget adjustment is needed to spend grant funds for a specialized vehicle.

APPROVALS

Signatures and dates for Department Head, Finance, City Manager, and City Clerk.

Distribution (after approval): Original: Finance



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: April 13, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Jim Maher, Chief of Police

SUBJECT: FY 2009 Project Safe Neighborhood Gun Violence Suppression Grant

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept FY 2009 Project Safe Neighborhood Gun Violence Suppression Grant funds in the amount of \$20,000; authorize the Chief of Police to submit grant documents on behalf of the City and authorize staff to establish budgets to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay overtime and benefit expenses.

PREVIOUS ACTION:

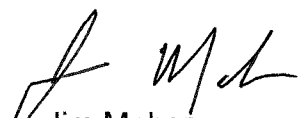
None

BACKGROUND:

The Escondido Police Department has received a \$20,000 Project Safe Neighborhood Gun Suppression Grant from the Bureau of Justice Assistance through the San Diego Association of Governments (SANDAG). Grant funds will be used to pay police officer overtime and overtime benefits for gun suppression operations.

The goal of the Project Safe Neighborhood Gun Suppression Grant is to combat gun and gang violence. A variety of enforcement operations will be conducted by a multi-jurisdictional enforcement team that includes representatives from the San Diego County District Attorney's Office Gang Prosecution Unit, the San Diego Police Department Gang Unit, the San Diego Sheriff's Office Regional Gang Task Force, the San Diego County Probation Department and local police departments. Enforcement operations will include surveillance, fourth waiver searches, probation and parole compliance checks, and saturation patrols.

Respectfully submitted,


Jim Maher
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: April 13, 2011
Department: Police
Division: Administration
Project/Budget Manager: Susan Cervenka/Lisa Rodelo 4402/4905
Name Extension
Council Date (if applicable): April 13, 2011
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4128-451-New Project Number, \$20,000) and Police Grants (451-New Project Number, \$20,000).

Explanation of Request:

A budget adjustment is needed to spend grant funds for overtime and benefit costs.

APPROVALS

Department Head [Signature] 3-31-11 Date City Manager Date
Finance [Signature] 4/7/11 Date City Clerk Date

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: April 13, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lowry, Fire Chief

SUBJECT: 2010 Assistance to Firefighters Grant (AFG)

RECOMMENDATION:

It is requested that Council authorize the Escondido Fire Department to accept a grant award of \$75,800 from the Federal FY2010 Assistance to Firefighters Grant (AFG) Program. Staff is also requesting authorization for the Fire Chief to execute grant documents on behalf of the City and authorization for needed budget adjustments to track spending of these grant funds.

FISCAL ANALYSIS:

The City has been awarded \$75,800 from the FY2010 AFG Program. This is a reimbursable, matching-funds grant. The Federal share (80%) will be \$60,640; with the City's share (20%) will be \$15,160. Once all the Federal share costs have been paid, then the City will be reimbursed. Matching funds needed for this grant are available in the Fire Department's Operating Budget.

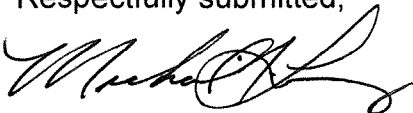
The 2010 AFG funding will be used to purchase twenty (20) structural firefighting pants and jackets and sixty (60) high pressure 30 minute carbon fiber breathing apparatus cylinder and valve assemblies.

PREVIOUS ACTION:

The Fire Department has been awarded previous grants under the AFG and Council has previously authorized staff to accept AFG funds for the following items:

- FY04 - Installation of diesel exhaust removal systems in all stations and upgrades for EKG monitors
- FY05 - Purchase of firefighter safety clothing
- FY06 - Implementation of a Firefighter Wellness and Fitness Program
- FY07 - Purchase of EMS training manikins
- FY08 - Purchase of a decontamination unit and carbon monoxide pulse oximeters
- FY09 - Purchase of intraosseous infusion systems and a thermal imaging camera.

Respectfully submitted,



Michael Lowry, Fire Chief



**CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST**

Date of Request: March 31, 2011

Department: Fire Department

Division: Administration

Project/Budget Manager: Lisa Palmer 5407

Name Extension

Council Date (if applicable): April 13, 2011

(attach copy of staff report)


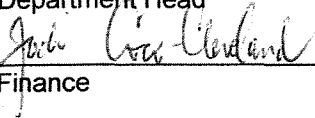
For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Federal Grant - Reimbursement (Revenue)	4128-451	60,640	
FY10 Assistance to Firefighters Grant	451-New Project	⁶⁴⁰ 60,460	

Explanation of Request:

The City has been awarded \$75,800 from the FY2010 Assistance to Firefighters Grant Program for the purchase of twenty (20) structural firefighting pants and jackets and sixty (60) high pressure 30 minute carbon fiber breathing apparatus cylinder and valve assemblies. The Federal share (80%) will be \$60,640; the City's matching share (20%) will be \$15,160. Matching funds are available in the Fire Departments Operating Budget.

APPROVALS

 Department Head	<u>3-31-11</u> Date	_____	City Manager	_____	Date
 Finance	<u>4/4/11</u> Date	_____	City Clerk	_____	Date

Distribution (after approval): Original: Finance
FM105 (Rev.11/06)

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: April 13, 2011

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Director of Engineering Services
SUBJECT: Lease Agreement Between the City of Escondido and Grand Dentistry for a Parking Lot at 418 East Second Avenue in Escondido.

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-49 approving a three-year lease agreement for a parking lot at 418 East Second Avenue, in the City of Escondido.

FISCAL ANALYSIS:

The proposed lease rate is based on an annual rate of \$2,600.00 in year one, \$2,800 in year two, and \$3,000 in year three.

PREVIOUS ACTION:

The original thirty-year lease was adopted by Resolution 79-69. Since that time, the lease has been assigned several times. On October 14, 2009, City Council adopted Resolution Number 2009-136 authorizing a lease to American Mortgage Professionals, Inc.

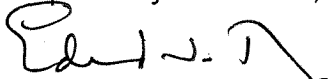
BACKGROUND:

On October 14, 2009, City Council adopted Resolution Number 2009-136 authorizing a lease to American Mortgage Professionals, Inc.; that lease has been terminated for non-payment of rent. Grand Dentistry operates its practice at 457 East Grand Avenue, which is directly across from this parking lot. Grand Dentistry has requested a lease for its use of this site as an overflow parking lot for its customers and staff. The lease rate analysis remains essentially the same as reviewed in 2009, that is, the net lease rate of \$2,600.00 equates to approximately \$18.00 per space, per month. As a reference point, the City's Downtown Public Parking Lot Permit rate was \$25.00 per space, per month in a prime, higher demand location. This parking lot is irregular in shape, slopes downward to Grand Avenue from Second Avenue and is located approximately 3 blocks east of the closest core area public parking lots. The location, demand, and topography were taken into consideration when determining a value for the spaces.

Lease Agreement with Grand Dentistry
April 13, 2011
Page 2

Although the lease allows for the three-year lease term to be extended for 2 two-year renewal terms, the lease rate would be renegotiated for the extensions. An initial three-year term rather than a longer term is being recommended. This is being done to provide the City with flexibility relative to the proposed Palomar Hospital expansion. This expansion may have an impact on Valley Boulevard, which is immediately adjacent to this parking lot.

Respectfully submitted,



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

RESOLUTION NO. 2011-49

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A LEASE AGREEMENT FOR THE
PROPERTY LOCATED AT 418 EAST
SECOND AVENUE IN THE CITY OF
ESCONDIDO

(Grand Dentistry)

WHEREAS, the City owns certain real property located at 418 East Second Avenue, presently developed as a twelve-space parking lot, and previously leased to American Mortgage Professionals, Inc.; and

WHEREAS, the City has terminated the Lease Agreement with American Mortgage Professionals, Inc. and Grand Dentistry wishes to lease the property at 418 East Second Avenue for its continued use as a twelve-space parking lot; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a Lease Agreement with Grand Dentistry.

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

1. That the above recitations are true.
2. The Mayor and City Clerk are authorized to execute, on behalf of the City,

a Lease Agreement, in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.

**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

418 E. Second Avenue - Parking Lot
Escondido, CA 92025

APN: 229-462-04

LESSEE:

Grand Dentistry
457 E. Grand Avenue, Suite 4
Escondido, CA 92025

TERM: THREE YEARS

EFFECTIVE DATE: April 1, 2011

CITY OF ESCONDIDO
LEASE AGREEMENT INDEX

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CITY OF ESCONDIDO
LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ___ day of _____ 2011, by and between the City of Escondido, a municipal corporation, hereinafter called "Lessor" or "City," and Grand Dentistry., hereinafter called "Lessee," without reference to number or gender.

WITNESSETH:

That for and in consideration of the rentals, agreements, and conditions as hereinafter specifically set forth to be faithfully paid, kept, and performed by Lessee, City hereby rents and lets, and Lessee hereby takes possession of, hires, rents, and accepts the Premises and appurtenances thereto consisting of that certain real property, known as 418 E. Second Avenue (12-space) Parking Lot.

It is understood and agreed by and between the parties hereto as follows:

1. DEFINITION OF TERMS. The following words in this Lease Agreement shall have the significance attached to them in this clause unless otherwise apparent from their context.
 - a. "Lease" means this Lease Agreement.
 - b. "Premises" means the real property at 418 E. Second Avenue Parking Lot in the City of Escondido, County of San Diego, State of California.
 - c. "Lease Administrator" means the City of Escondido-Real Property Manager, or upon written notice to Lessee, such other person as shall be designated from time to time by City.
 - d. "Effective Date" means April 1, 2011

2. ADMINISTRATION. This Lease shall be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido
Engineering – Real Property
201 North Broadway
Escondido, CA 92025

and on behalf of Lessee by or his designee, whose address is:

457 E. Grand Avenue, Suite 4
Escondido, CA 92025

3. TERM. The term of this lease shall be three (3) years commencing April 1, 2011 and terminating April 1, 2014
4. RENT. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City during the term of this Lease in the amount of two thousand six hundred dollars (\$2,600.00) in the first year (April 1, 2011 through April 1, 2012); then two thousand eight hundred dollars (\$2,800.00) for the second year (April 1, 2012 through April 1, 2013); and three thousand dollars (\$3000.00) for the third year (April 1, 2013 through April 1, 2014). The first year rent rate (\$2,600.00) shall be paid on or before April 1, 2011. The remaining two rent payments will be paid on or before April 1, in advance of the upcoming year.

The payments required under this Lease shall be made payable to the City of Escondido and considered payment under this Lease when delivered to:

City of Escondido
Accounts Receivable
201 North Broadway
Escondido, CA 92025

Please include the leased property address with the payment for proper credit.

5. RENEWAL TERMS AND RENT. This Agreement can be renewed for two (2) additional terms of two (2) years each ("Renewal Term"), unless Lessee provides City with its notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. City reserves the right to increase the rental rate for each Renewal Term at the discretion of the Lease Administrator.
6. COST OF LIVING. (NOT APPLICABLE TO THIS LEASE)

7. INSURANCE

- 7.1 Lessee must have insurance in the following amounts at all times during this Agreement:
- 7.1.1 General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and
 - 7.1.2 Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and
 - 7.1.3 Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship
- 7.2 Each insurance policy required above must be acceptable to the City Attorney:
- 7.2.1 Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
 - 7.2.2 Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - 7.2.3 All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 7.3 Lessee agrees to deposit with City, on or before the Effective Date of this Lease, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an Additional Insured Endorsement naming City specifically and separately as a "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described in Paragraph 7.2 above shall follow within sixty (60) days. Noncompliance by Lessee with any provision of this

Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 28 below.

7.4 City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator, pursuant to Paragraph 28 below.

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

7.6 Noncompliance by Lessee with any provision of this Paragraph 7 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 28 below.

8. LATE PAYMENT. Past Due Rents. In the event Lessee fails to pay the applicable rents when due as previously provided herein, then Lessee shall pay City in addition to the delinquent rent, a sum of money equal to five Percent (5%) of said delinquent rent; however, in the event said delinquent rent is still unpaid after fifteen (15) days of becoming delinquent, then Lessee shall pay City, instead of said five Percent (5%), a sum of money equal to ten Percent (10%) of said delinquent rent. It is the intent of this provision that City shall be compensated by such additional sum for loss resulting from rental delinquency including costs to City for servicing the delinquent account. The Real Property Manager of City may for good cause waive any such delinquency compensation

charge upon written application of Lessee prior to the delinquent period. The rights of City as provided for in this paragraph are in addition to the City's rights, at the option of the Real Property Manager, to immediately terminate this Lease for failure to pay rent promptly when due.

9. SECURITY DEPOSIT. (NOT APPLICABLE TO THIS LEASE)

10. USE. Lessee's use of Premises shall conform to all applicable governmental codes and regulations including permit requirements. It is mutually agreed that Lessee's use of Premises is for the purpose of maintaining a twelve (12) space vehicle parking lot. No large commercial vehicles may be parked or stored on the lot.

Lessee shall not use, or permit the use of, the Premises other than as described above. **Noncompliance by Lessee with any of the provisions of this Paragraph is grounds for the Lease Administrator's immediate termination of this Lease.**

In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

11. OCCUPANCY. The Premises shall be occupied by none other than those persons listed above and referred to as "Lessee" without written consent of the Lease Administrator having been first obtained. **Noncompliance by Lessee with any of the provisions of this Paragraph is grounds for the Lease Administrator's immediate termination of this Lease.**

12. ASSIGNMENT OR SUBLEASING. Lessee shall not sublease the Premises or assign this Lease without the prior written consent of the Lease Administrator. **Noncompliance by Lessee with any of the provisions of this Paragraph is grounds for the Lease Administrator's immediate termination of this Lease.**

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

14. ACCEPTANCE AND MAINTENANCE. Lessee hereby acknowledges that Lessee has inspected the Premises, that Lessee accepts said Premises "as is" and "where is," that the Premises are in a decent, safe, healthy and sanitary condition, and hereby accepts them as such.

Lessee agrees to take good care of the Premises and of all improvements and landscape about the Premises that may be necessary to keep the property in a decent, safe, healthy and sanitary condition, at no cost or expense to City. Said repairs, if any, shall be made in a good and professional manner, and at least equal to the original condition of the repaired items in respect to quality. Lessee shall promptly pay the expenses of such repairs. Lessee's obligation to maintain the Premises is part of the consideration for the rental hereof, and Lessee therefore waives all rights it may otherwise have had under Sections 1941 and 1942 of the Civil Code.

IN THE EVENT LESSEE FAILS TO PROPERLY MAINTAIN THE PREMISES AS REQUIRED BY CITY, THEN CITY MAY NOTIFY LESSEE IN WRITING OF SAID FAILURE. IN THE EVENT LESSEE FAILS TO PERFORM SAID MAINTENANCE WITHIN THIRTY (30) DAYS AFTER SUCH NOTICE BY CITY, CITY MAY PERFORM SUCH MAINTENANCE, AND THE COST THEREOF INCLUDING, BUT NOT LIMITED TO, THE COST OF LABOR, MATERIAL, AND EQUIPMENT, SHALL BE PAID BY LESSEE TO CITY WITHIN TEN (10) DAYS FROM RECEIPT BY LESSEE OF A COST STATEMENT FROM CITY. **NONCOMPLIANCE BY LESSEE WITH ANY OF THE PROVISIONS OF THIS PARAGRAPH IS GROUNDS FOR THE LEASE ADMINISTRATOR'S IMMEDIATE TERMINATION OF THIS LEASE.**

15. ALTERATIONS. Lessee shall not alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and the obtaining of applicable permits. Any improvements made with the consent of the Lease Administrator shall become part of the realty and shall remain on and be surrendered with the Premises upon termination of this Lease. **Noncompliance by Lessee with any of the provisions of this Paragraph is grounds for the Lease Administrator's immediate termination of this Lease.**

16. TAXES, ASSESSMENTS, AND FEES. The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein. Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against said Premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from

contesting the validity of the amount of any such tax, assessment, or fee in the manner authorized by law.

17. CONDUCT. Lessee and guests of Lessee shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance, inconvenience or nuisance to neighbors of Lessee and shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises. **Noncompliance by Lessee with any of the provisions of this Paragraph is grounds for the Lease Administrator's immediate termination of this Lease.**
18. PETS. No pets or livestock of any kind or character whatever may be kept on said Premises without the prior written consent of the Lease Administrator.
19. RIGHT OF ENTRY AND INSPECTION. City reserves and shall always have the right, but not the obligation, for its agents or employees to enter said Premises at any reasonable time for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by City discloses that said Premises are not in decent, safe, healthy or sanitary condition, City shall have the right, after thirty (30) days written notice to Lessee, to have any necessary maintenance work done at the expense of Lessee, and Lessee hereby agrees to pay within ten (10) days any and all costs incurred by City in such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy and sanitary condition. Further, if at any time City determines that said Premises are not in a decent, safe, healthy and sanitary condition, City may at its sole option, without additional notice, require Lessee to file with City a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy and sanitary. Said bond shall be in an amount adequate in the opinion of City to correct the said unsatisfactory condition. Lessee shall pay the cost of said bond. The rights reserved in this section shall not create any obligation on City or increase obligations elsewhere in the Lease imposed on City.
20. RIGHT TO SHOW PREMISES. (NOT APPLICABLE TO THIS LEASE)
21. INDEMNIFICATION AND WAIVER OF LIABILITY. Lessee shall defend, indemnify, and save harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which City, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the

Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by City on account of any such claims, demands, or liabilities.

22. NOTICES. Any notice or notices required or permitted to be given by this Lease may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be addressed to Lessee and to City and/or Lease Administrator at the address stated in Paragraph 2 (ADMINISTRATION) contained herein, or as City or Lessee may hereinafter designate by written notice to the other.
23. VACATION OF PREMISES. Upon termination of this Lease for any reason whatsoever, Lessee shall peaceably vacate and deliver the Premises to City in the same condition as Lessee enjoyed upon its acceptance of the Premises hereunder, ordinary wear and tear and acts of God excepted. Upon such termination, Lessee shall: (1) arrange and pay for the disconnection of all utilities and services ordered by Lessee; (2) provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and (3) deliver the keys for the Premises (if any) to the Administrator or send said keys by certified mail to the address stated in Paragraph 2 (ADMINISTRATION) contained herein.
24. NONDISCRIMINATION. Lessee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons, on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased Premises nor shall Lessee, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants or vendees in the leased Premises.
25. HOLDING OVER. Any holding over for any cause after the expiration of this Lease shall be construed as a month to month tenancy at the rental rates and on the terms and conditions herein specified insofar as they are applicable. "Holding Over" includes, but is not limited to, time employed by Lessee in removing all of Lessee's personal property following termination of this Lease, if such removal is authorized by the Lease Administrator.

It is further agreed that effective the day following the expiration of this Lease, the Lease Administrator, at his sole discretion, may require a higher rental rate to be paid to City for continued possession and use of the Premises. The Lease Administrator will notify Lessee of any increase in rent at least thirty (30) calendar days in advance of any rental increase. Said notice of increased rent will be sent in accordance with Paragraph 22 (NOTICES) contained herein.

26. SUPERSEDURE. This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.
27. COSTS AND ATTORNEY'S FEES. In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful party shall pay all costs of such action together with reasonable attorney's fees, in an amount to be fixed by the court, incurred by the successful party.
28. TERMINATION OF LEASE. City shall have the right to terminate this Lease without cause by first giving ninety (90) days prior written notice to Lessee. Lessee shall have the right to terminate this Lease without cause by first giving thirty (30) days prior written notice to City. Lease Administrator shall have the right to immediately terminate this Lease by first giving seven (7) days prior written notice to Lessee for:
 - a. Lessee's failure to comply with the following clauses in this Lease:
 7. Insurance
 10. Use
 11. Occupancy
 12. Assignment or Subleasing
 14. Acceptance and Maintenance
 15. Alterations
 17. Conduct
 19. Right of Entry and Inspection
 31. Americans with Disabilities Act (ADA)
 - b. If it is determined by the City that the Premises is being used for an improper, unpermitted (when a permit is legally required) or unlawful purpose.
29. HAZARDOUS AND/OR CONTAMINATED SOIL AND MATERIAL. Lessee will not place or permit to be placed materials and/or contaminated soils on the Premises which under federal, state, or local law, statute, ordinance, or regulations require

special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the Premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall within thirty (30) days, after written notice thereof, commence to take or cause to be taken and thereafter diligently complete or cause to be completed, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

30. SPECIAL PROVISIONS. Lessee and City agree that in the event there is any conflict between the following special provisions and any other provisions of this Lease, whether heretofore or hereinafter set forth, the following special provisions shall govern:

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

31. AMERICANS WITH DISABILITIES ACT (ADA). It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, including, but not limited to, the Americans with Disabilities Act. **FAILURE TO COMPLY WITH A PROVISION OF LOCAL, STATE, OR FEDERAL LAW IS GROUNDS FOR THE LEASE ADMINISTRATOR'S IMMEDIATE TERMINATION OF THIS LEASE.**

32. COMPLIANCE WITH CIVIL RIGHTS. Lessee shall practice nondiscrimination towards all recipients of, or employees of, the program with regard to race, color, sex, age, national origin, political, marital status, religious affiliation, medical condition, or a non-job-related disability, except where a bona fide occupational qualification so dictates.

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

Dated: _____

By: _____
Mayor

Dated: _____

By: _____
City Clerk

LESSEE
Grand Dentistry

By: Leslie K. Bonar, D.D.S.
Leslie Bonar, D.D.S.

Title

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____
Jeffrey R. Epp, City Attorney

For City Clerk's Use:

APPROVED **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

RENT REVIEW BOARD

Agenda Item No.: 9

Date: April 13, 2011

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Roni Keiser, Housing Division Manager

SUBJECT: Short-form Rent Increase Application for Lake Bernardo Mobile Estates

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Lake Bernardo Mobile Estates.
- If approved, adopt Rent Review Board Resolution No. 2011-02 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.045% (an average of \$5.41) for the period of June 30, 2009, to June 30, 2010.

INTRODUCTION:

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

THE RENT INCREASE APPLICATION:

Lake Bernardo is an all-age Park located at 1202 Borden Road. The Park contains 167 spaces, and 73 of the spaces are currently subject to rent control. One space is set aside for the Park managers and the other spaces are either vacant or on long-term leases. Common facilities include a newly decorated clubhouse, which has a social hall, kitchen, a card room and a billiard room. The Park also offers a swimming pool, a covered shuffleboard court, R.V. storage and a landscaped fishing lake. Laundry facilities are available for a fee.

PARK OWNER'S REQUEST:

Under the short-form policy guidelines, the Park owner is requesting an increase of 75% of the change in the Consumer Price Index (CPI) covering the period of June 30, 2009, through June 30, 2010. The average increase requested is \$5.41 per space, per month, which is a 1.045% increase. The current average monthly base rent of the spaces subject to the application is \$517.74.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on March 21, 2011, at 6:00 p.m. There were five residents in attendance. The meeting was also attended by the Park owner's representative, the Park manager, and City staff. Staff discussed the short-form rent increase application process, and there were no issues or concerns raised by any residents. Although the residents were asked if anyone wanted to volunteer to serve as the resident representative for the short-form rent increase process, there were no volunteers.

In Lake Bernardo Mobile Estates, there are currently four residents participating in the City of Escondido Rent Subsidy Program. One of the residents expressed an interest in receiving additional information about the subsidy program, and that information was provided to her by staff.

The last increase for the Park was granted in September of 2009 for an average amount of \$10.87 per space, per month covering a 12-month period of consideration.

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


CODE INSPECTION REPORT:

An inspection of the Park's common areas by the City's Code Enforcement Division noted violations of the Health and Safety Code. A copy of the Code Report is attached as "Exhibit A." The applicant representative has received a copy of the report, has indicated the violations will be corrected, and is aware that no rent increase, if granted, may be implemented until the Health and Safety Code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

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

Respectfully Submitted,



Roni Keiser
Housing Division Manager



DATE: March 24, 2011

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER

SUBJECT: LAKE BERNARDO MOBILE ESTATES

Lake Bernardo Mobile Estates was inspected on March 23, 2011, with the lighting inspection conducted the morning of March 17, as a result of an application for a rent increase having been filed. There were four minor violations found during the site inspection and no violations found during the lighting inspection; the inspection report is attached.

A resident meeting was held on March 21, 2011 (attended by five residents) and there were no health and safety concerns raised. In addition, there was no resident representative identified or present at the inspection.

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

CC: Barbara Redlitz, Director of Community Development
Michelle Henderson, Rent Control Administration



March 24, 2011

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Lake Bernardo Mobile Estates

Park Owner: PHTRE, LP
30423 Canwood St., #206
Agoura Hills, CA 91301

Park Manager: Bob and Renee Sullivan **Phone:** (760) 745-6206

Inspection Date: 03/23/2011 **Inspectors:** S. Moore/A. Bates

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Health & Safety Code, Division 13, Part 2.1; the California Code of Regulations, Title 25; the Escondido Zoning Code, Article 45; and the Escondido Municipal Code. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. Install a protective covering such as conduit around the exposed electrical wiring at the top of the light fixture near the swimming pool. 25 CCR 1605 (d) (1)
2. Repair the curb stop in the parking stall adjacent to the storage building, nearest the 2nd entrance to the park. 25 CCR 1102 (a)

3. Repair/replace the asphalt on the walking path on the south side of the pond.
25 CCR 1102 (a)
4. Repair the ceiling in the laundry room building. 25 CCR 1608 (b) (6), 25
CCR 1102 (a)

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; 03-17-11)**

No lighting violations found.

RESOLUTION NO. RRB 2011-02

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

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

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

WHEREAS, a Short-form Rent Increase Application ("Application") was filed pursuant to Section 12 of the Rent Review Board Guidelines on February 22, 2011, by the owner of Lake Bernardo Mobile Estates ("Park"), located at 1202 Borden Road in Escondido. The Application applies to 73 of the 167 spaces; and

WHEREAS, this is the sixteenth rent increase Application filed by the Park since the Ordinance became effective in 1988. The last short-form rent increase ("Increase") for 2.37%, or approximately \$10.87 per space, per month, was granted at a continued Rent Review Board Hearing held in September of 2009, and formally adopted by Rent Review Board Resolution 2009-08, and

WHEREAS, at the time of the current Application, the average monthly space rent was \$517.74 for the 73 spaces subject to rent control. The Park owner requested an increase in the amount of 75% of the change in the Consumer Price Index (CPI) for the period of June 30, 2009, through June 30, 2010, in accordance with the Rent

Review Board short-form policy guidelines. The Application estimated this amount to be an average of \$5.41 (1.045%) per space, per month; and

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

WHEREAS, on March 23, 2011, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed and it noted Health and Safety Code violations in the Park; and

WHEREAS, on April 13, 2011, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an average increase of \$5.41 per space, per month, for the 73 spaces, which are subject to rent control.

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

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").
3. That following the Guidelines, an increase based on 75% of the change in

the Consumer Price Index (CPI) for San Diego County from June 30, 2009, through June 30, 2010, amounts to 1.045%, which averages \$5.41 per space, per month, for the 73 spaces that are subject to rent control.

4. That the Board concluded that an increase of \$5.41 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

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

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: April 13, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Marie Waldron, Deputy Mayor

SUBJECT: Draft Proposed Charter

RECOMMENDATION:

Approve the draft proposed Charter and direct staff to return to Council with the appropriate resolutions to place the Charter on the ballot for a future election.

BACKGROUND:

The California Constitution gives cities the power to become a charter city to have "supreme authority over municipal affairs." On March 9, 2011, staff presented the City Council with general background information regarding charter cities and the procedures required for adopting a Charter. (This information is available for review from the City Clerk's Office.) Thereafter, the City Council directed staff to prepare a draft proposed Charter for the City Council's review and consideration.

The attached draft Charter sets forth language that establishes the City's power separate from the Government Code, strives to protect revenues and exempts the City from certain provisions of California statutes regulate public contracting and purchasing.

Fiscal Analysis

Once adopted, a savings will be realized through future contracts where City General Fund money is used to pay contracts that do not include prevailing wages.

Conclusion

The draft Charter will provide the City with more local authority in specific areas including contracting with parties on municipal projects without complying with prevailing wage laws.

Respectfully submitted,



MARIE WALDRON
Deputy Mayor

CHARTER OF THE CITY OF ESCONDIDO

PREAMBLE

WE THE PEOPLE of the City of Escondido declare our intent to restore to our community the historic principles of self governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed and firm in the conviction that the economic and fiscal independence of our local government will better serve and promote the health, safety and welfare of all of the citizens of Escondido, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Escondido.

CHARTER

Article 1 Municipal Affairs

Section 100. Municipal Affairs

Each of the responsibilities of governance set forth and described in this Charter, and as established by the Constitutional, statutory and judicially defined law of the State of California, is hereby declared to be a municipal affair or concern, the performance of which is unique to the benefit of the citizens of the City of Escondido.

Section 101. Powers

The City shall have all powers that a City can have under the Constitution and laws of the State of California as fully and completely as though they were specifically enumerated in this Charter. The enumeration in this Charter of any particular power, duty or procedure shall not be held to be exclusive of, or any limitation or restriction upon, this general grant of power.

Section 102. Incorporation and Succession

The City shall continue to be a municipal corporation known as the City of Escondido. The boundaries of the City of Escondido shall continue as now established until changed in the manner authorized by law. The City shall remain vested with and shall continue to own, have, possess, control and enjoy all property rights and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the City at the time this Charter

takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in conflict with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

Article 2 Form of Government

Section 200. Form of Government

This municipal government established by this Charter shall be known as the "Council-Manager" form of government. The City Council will establish the policy of the City and the City Manager will carry out that policy.

Article 3 Fiscal Matters

Section 300. Economic and Community Development

The City shall encourage, support, and promote economic development and community development in the City.

Section 301. Public Works Contracts

The City is exempt from the provisions of all California statutes regulating public contracting and purchasing except as provided by ordinance or by agreement approved by the City Council. The City shall establish all standards, procedures, rules or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including but not limited to, the compensation rates to be paid for the performance of such work.

Section 302. Prevailing Wage

No City contract shall require payment of the prevailing wage schedule unless: the prevailing wage is legally required, and constitutionally permitted to be imposed, by federal or state grants pursuant to federal or state law; or the project is considered by the City Council not to be a municipal affair of the City; or payment of the prevailing wage schedule is authorized by resolution of the City Council. Payment of the prevailing wage schedule, if authorized hereunder, shall use the pertinent rates published by the State of California.

Section 303. Fair and Open Competition

The City shall not, in any contract for the construction, maintenance, repair, or improvement of public works, require that a contractor, subcontractor, material supplier, or carrier engaged in the construction, maintenance, repair or improvement of public works, execute or otherwise become party to any project labor agreement, collective bargaining agreement, prehire agreement, or other agreement with employees, their representatives, or any labor organization as a condition of bidding, negotiating, being awarded, or performing work on a public works contract. Nothing in this section shall be construed as prohibiting private

parties from entering into individual collective bargaining relationships, or otherwise as regulating or interfering with activity protected by applicable law, including but not limited to the National Labor Relations Act.

Section 304. Definition of Public Works

For purposes of this Article, the term “public works” means: (1) A building, road, street, sewer, storm drain, water system, irrigation system, reclamation project, redevelopment project, or other facility owned or to be owned or to be contracted for by the City of Escondido or the Escondido Community Development Commission, that is paid for in whole or in part with tax revenue paid by residents of the City of Escondido; or (2) Any other construction service or nonconstruction service.

Section 305. Voluntary Employee Political Contributions

Unless otherwise required by law, neither the City, nor its agents, shall deduct from the wages, earnings or compensation of any City employee any political contributions unless the employee has first presented, and the City has received, a signed written authorization of such deductions, which authorization must be renewed annually and may be revoked by the employee at any time by giving written notice of such revocation to the City.

**Article 4
Revenue Retention**

Section 400. Reductions Prohibited

Revenues raised and collected by the City shall not be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 401. Mandates Limited

No person whether elected or appointed, acting on behalf of the City, shall be required to perform any function which is mandated by any other level of government, unless and until funds sufficient for the performance of such function are provided by said mandating authority.

**Article 5
General Laws**

Section 500. General Law Powers

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any

conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

Section 501. Council Member Compensation

Notwithstanding the previous paragraph, the salary of the Mayor and the Council Members will continue to be set pursuant to California Government Code sections 36516 and 36516.1 where the formula considers city population and state law.

**Article 6
Interpretation**

Section 600. Construction and Interpretation

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

Section 601. Severability

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

**Article 7
Amendment**

Section 700. Amendment to Charter, revised or repealed

This Charter, and any of its provisions, may be amended by a majority vote of the electors voting on the question. Amendment or repeal may be proposed by initiative or by the governing body.

**AUTHENTICATION
AND
CERTIFICATION**

Authenticated and certified to be a true copy by Mayor Sam Abed and City Clerk Marsha Whalen.

Date of Municipal Election: _____

ATTEST:

Sam Abed, Mayor

Marsha Whalen, City Clerk



Agenda Item No. 11
Date: April 13, 2011

- (X) There is no material for this agenda item:**
Outsourcing of Public Services

THE FOLLOWING ITEM(S) WILL BE DISTRIBUTED WHEN AVAILABLE:

- () Staff Report**
- () Resolution No.**
- () Ordinance No.**
- () Exhibits/Attachments**

DUE TO THE SIZE OF THIS AGENDA ITEM:

- () COUNCIL MEMBERS:** **A copy is in the council Reading File**
- () Staff & Others:** **A copy is available in the City Clerk's Office for viewing**



FUTURE CITY COUNCIL AGENDA ITEMS
April 7, 2011

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

Green Sheet Due by Noon on Monday, 4/4/11
Staff Reports/Resos due by Noon on Tuesday 4/12/11

APRIL 20, 2011 – No Meeting (Spring Break)

Green Sheet Due by Noon on Monday, 4/10/11
Staff Reports/Resos due by Noon on Tuesday 4/19/11

APRIL 27, 2011 – No Meeting (Spring Break)