

# Council Meeting Agenda

May 4, 2011

CITY COUNCIL CHAMBERS

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

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

**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

May 4, 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**

**CLOSED SESSION: (COUNCIL/CDC/RRB) - Continued**

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

- a. Property: 475 N. Spruce St., 480 N. Spruce St., 525 N. Quince St.  
and 455 N. Quince St.
- Agency Negotiator: Clay Phillips
- Negotiating parties: City and JMI Sports
- Under negotiation: Price and terms of payment

**ADJOURNMENT**



# Council Meeting Agenda

May 4, 2011  
4:30 p.m. Meeting

Escondido City Council  
Community Development Commission

## CALL TO ORDER

### **MOMENT OF REFLECTION:**

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

### **FLAG SALUTE**

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

**PRESENTATIONS:** Water is Life Poster Contest Awards  
Drinking Water Week

## 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.) *NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 30 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.*

## CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of March 16, 2011  
Regular Meeting of March 23, 2011**
  
4. **LEASE AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND KOCHENVAGNER'S BREWING COMPANY DBA STONE BREWING COMPANY**– Request Council authorize the Mayor and City Clerk to execute a three-year lease agreement with Stone Brewing Company for the use of City-owned property at 2120 Harmony Grove Road.

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

RESOLUTION NO. 2011-53

5. **BUDGET ADJUSTMENT FOR LANDSCAPE MAINTENANCE DISTRICT ZONE 35** – Request Council approve a budget adjustment in the amount of \$1,500 for Landscape Maintenance District (LMD) Zone 35 for FY 2010/11.

Staff Recommendation: Approval **(Engineering Services: Frank Schmitz)**

6. **NOTICE OF COMPLETION – TRACT 914** – Request Council authorize staff to file a Notice of Completion for Tract 914, addressed as 3022 E. Washington Avenue (now El Norte Parkway).

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

7. **BUDGET ADJUSTMENT REVISIONS TO CAPITAL IMPROVEMENT PROGRAM** – Request Council approve a budget adjustment in the amount of \$1,129,070 to establish the Bear Valley/East Valley Parkway project in the County TransNet Street Project fund by transferring TransNet funds budgeted for the Center City/Highway 78 to Mission Road project; and approve a budget adjustment to move the remaining balance of \$1,168,017 from the Bear Valley/East Valley Parkway project budgeted in the Proposition 1B fund to the Street Maintenance project within the same fund.

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

## CONSENT CALENDAR - Continued

8. **FEDERAL RIGHT-OF-WAY CERTIFICATION** – Request Council authorize the Director of Engineering Services or his designee to execute all right-of-way certifications required to be filed on projects with federal funding.

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

RESOLUTION NO. 2011-52

## 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.)

## WORKSHOP

9. **PENSION REFORM** – A presentation outlining possible options in restructuring the City's Pension.

Staff Recommendation: Provide direction to staff (**Finance Department: Gil Rojas**)

## PUBLIC HEARINGS

10. **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 2005-52-DA (TRACT 933, PHG 10-0001)** – Request Council approve a second amendment to the previously approved Development Agreement for Tract 933, a 20-lot residential subdivision located on the northeastern corner of East Valley Parkway and Beven Drive in the Northeast Gateway Specific Plan. The proposed amendment would extend the term of the agreement for an additional five years, address a change of ownership on the property, and modify additional terms pertaining to development fees and infrastructure capacity.

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

ORDINANCE NO. 2011-08 Introduction and First Reading

## CURRENT BUSINESS

11. **UPDATE FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND RECISION OF THE RESPONSE LEVEL TWO – WATER SHORTAGE ALERT CONDITION** – Presentation from the San Diego County Water Authority Board Chairman, Marilyn Dailey; and request Council adopt Resolution No. 2010-59 rescinding Resolution No. 2009-74 to declare and end to the Response Level Two – Water Shortage Alert Conditions; and to continue ongoing conservation and water management measures remain in place as defined in Ordinance 2008-30R, Sections 31-230 and 31-231.

Staff Recommendation: Approve Resolution and Receive and file report (**Utilities Division: Lori Vereker**)

RESOLUTION NO. 2010-59

## WORKSHOP

12. **CITY SOURCED OVERVIEW/GO LIVE** – A presentation providing an overview of the City sourced Mobile Communications Platform.

Staff Recommendation: Receive and File (**Information Systems: Mark Becker**)

13. **MOBILEHOME SHORT FORM PROCESS/HISTORY AND PROPOSITION K**

Staff Recommendation: None (**Mayor Sam Abed and Councilmember Olga Diaz**)

## 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**

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

**ADJOURNMENT**

<b>UPCOMING MEETING SCHEDULE</b>				
<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
May 11	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
May 18			No Meeting Scheduled	
May 25	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
June 1			No Meeting Scheduled	

## 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](http://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.*



Agenda Item: No. 3  
Date: May 4, 2011

**APPROVAL**  
**OF**  
**MINUTES**

**CITY OF ESCONDIDO**  
**MARCH 16, 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 16, 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, Deputy Mayor Marie Waldron, and Mayor Sam Abed. Quorum present.

**ORAL COMMUNICATIONS**

**CLOSED SESSION: (COUNCIL/CDC/RRB)**

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

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

- a. Property: 1750 W. Citracado Parkway, Lot #58
- Agency Negotiators: Jerry Van Leeuwen
- Negotiating parties: CDC and Marcela Barrios
- Under negotiation: Price and terms of payment

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 4:00 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK

**CITY OF ESCONDIDO**  
**MARCH 16, 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 16, 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.

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

**PRESENTATIONS**

Mayor Abed presented Toyota of Escondido, Hot Rods and Custom Stuff, The Olive Garden Restaurant, and Stone Brewing Company with Environmental Excellence Awards.

Mayor Abed introduced Librarian Joanna Axelrod and presented her with a Certificate in recognition of her Library Teen Services Award.

**ORAL COMMUNICATIONS**

**Dennis Tomlinson, Escondido**, distributed information, voiced concern with graffiti and stated the hotel project was good for Escondido.

**Roy Garrett, Escondido**, expressed concern with the proposed ballpark.

## CONSENT CALENDAR

Mayor Abed removed items 4 and 7 and Councilmember Gallo removed items 6 and 8 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco that the following items be approved with the exception of items 4, 6, 7 and 8. 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. **RECOGNIZING REVEAL THE CREEK COMMITTEE**– Request Council recognize the Reveal the Creek Committee as the primary collaborative agency with the City on efforts to revitalize the Escondido Creek Trail. (File No. 0135-10)

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

### RESOLUTION NO. 2011-33

**Jerry Harmon, Escondido**, distributed information and encouraged anyone who is interested in the project to stop by the Escondido Creek Conservancy office at 111 North Broadway.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to recognize the Reveal the Creek Committee as the primary collaborative agency with the City on efforts to revitalize the Escondido Creek Trail and adopt Resolution No. 2011-33. Motion carried unanimously.

5. **PUBLIC STREET DEDICATION AND QUITCLAIM OF ADJOINING CITY PARCELS** – Request Council authorize the Mayor and City Clerk to accept the dedication of a public street located on Mission Avenue, and authorize the Director of Engineering Services to execute Quitclaim Deeds of the adjoining parcels associated with the CarMax/Lowes development project on West Mission Avenue. (File No. 0690-30)

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

### RESOLUTION NO. 2011-26

6. **2010 ANNUAL HOUSING REPORT** – Request Council authorize staff to submit the 2010 Annual Housing Report on the City's progress on Housing Element Implementation to the State Offices of Planning and Research and Department of Housing and Community Development. (File No. 0875-70)

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

Councilmember Gallo asked if the Mobilehome rental subsidy would be discussed.

Roni Keiser, Housing Manager, indicated that would be discussed in June.

Councilmember Waldron asked if an emergency shelter was being located in the hospital zone.

Roni Keiser, Housing Manager, stated that issue would be discussed when the new Housing Element came to the Council for their review.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to authorize staff to submit the 2010 Annual Housing Report on the City's progress on Housing Element Implementation to the State Offices of Planning and Research and Department of Housing and Community Development. Motion carried unanimously.

- 7. MINOR LEAGUE BASEBALL BALLPARK BUDGET ADJUSTMENT** – Request Council and Community Development Commission approve a budget adjustment that will place \$91,630 into the Community Development Commission (CDC) budget for ongoing consulting services pertaining to the development of a minor league ballpark; and authorize the City Manager to execute a contract with Overland Pacific and Cutler Inc. in the amount of \$15,000 to evaluate potential relocation issues and a second amendment to the contract with Helix Environmental in the amount of \$5,000 for additional environmental consulting services. (File No. 0430-80)

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

**Roy Garrett, Escondido**, voiced concern with the consultant agreement.

**MOTION:** Moved by Councilmember Waldron and seconded by Mayor Abed to approve a budget adjustment that will place \$91,630 into the Community Development Commission (CDC) budget for ongoing consulting services pertaining to the development of a minor league ballpark; and authorize the City Manager to execute a contract with Overland Pacific and Cutler Inc. in the amount of \$15,000 to evaluate potential relocation issues and a second amendment to the contract with Helix Environmental in the amount of \$5,000 for additional environmental consulting services. Ayes: Morasco, Waldron and Abed. Noes: Diaz and Gallo. Absent: None. Motion carried.

- 8. LOAN FROM WASTEWATER ENTERPRISE FUND AND TERMS OF REPAYMENT** – Request Council authorize evidencing a loan from the City's Wastewater Enterprise Fund providing for the terms and conditions of repayment. (File No. 0430-10)

Staff Recommendation: Approval (**City Attorney's Office: Jeffrey Epp and Finance Department: Gil Rojas**)

#### **RESOLUTION NO. 2011-38**

Councilmember Gallo expressed concern with the loan.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to authorize evidencing a loan from the City's Wastewater Enterprise Fund providing for the terms and conditions of repayment and adopt Resolution No. 2011-38. Ayes: Diaz, Morasco, Waldron and Abed. Noes: Gallo. Absent: None. Motion carried.

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

### **PUBLIC HEARINGS**

- 9. ADOPTION OF THE 2010 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL, AND GREEN BUILDING STANDARDS CODES WITH LOCAL AMENDMENTS** – Request Council adopt the 2010 California Building, Residential, Electrical,



Plumbing, Mechanical, and Green Building Standards Codes with local amendments. (File No. 0680-50)

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

#### **ORDINANCE NO. 2011-02RR Second Reading and Adoption**

Joe Russo, Building Official, 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. No one asked to be heard. Therefore, he closed the public hearing.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Waldron to adopt the 2010 California Building, Residential, Electrical, Plumbing, Mechanical, and Green Building Standards Codes with local amendments and adopt Ordinance No. 2011-02RR. Motion carried unanimously.

**10. AFFORDABLE HOUSING REDEVELOPMENT LOCATED AT 1282 N. BROADWAY; 141, 211 AND 221 EI NORTE PARKWAY** – Request the Commission 1) Authorize encumbrance of future funds up to \$1.9 million dollars for tenant relocation expenses and development of affordable multi-family housing, and 2) Authorize the CDC Chair and Secretary to execute the necessary loan and security agreements in form acceptable to the City Attorney. (File No. 0875-55)

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

#### **CDC RESOLUTION NO. 2011-03**

Roni Keiser, Housing Manager, 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.

**Ellen Medeiros, Fallbrook**, stated she was a disabled veteran and asked Council to approve the project for other disabled veterans.

**Kim Albino, Escondido**, indicated Community Housing Works provided many amenities for children.

**Lisa Romero and Maria Aguilar, Escondido**, listed how Community Housing Works had helped them and other families in their apartment complex and asked Council to support their request.

**Rosa Romero, Escondido**, stated Community Housing Works gave her a nice place to live.

**Marjorie Frye, Escondido**, urged Council to approve the project.

**Rodrigo Arreola, Escondido**, indicated that Community Housing Works had helped him study and to keep his grades up.

**Carmen Amigon, Escondido**, stated Community Housing Works helped families be part of the solution to end poverty.

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

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to authorize encumbrance of future funds up to \$1.9 million dollars for tenant relocation expenses and development of affordable multi-family housing, authorize the CDC Chair and Secretary to execute the necessary loan

and security agreements in form acceptable to the City Attorney and adopt CDC Resolution No 2011-03. Motion carried unanimously.

## CURRENT BUSINESS

- 11. NORTH COUNTY TRANSIT DISTRICT MOBILITY STUDY** – Presentation by North County Transit Representative. (File No. 0145-70)

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

Ed Domingue, Engineering Services Director, introduced Tom Lichterman and Tim McCormich, North County Transit District, who presented a series and gave the report.

### COUNCIL ACTION: NO ACTION, INFORMATION ONLY

- 12. APPOINTMENTS TO LIBRARY BOARD OF TRUSTEES AND HISTORIC PRESERVATION COMMISSION** – Request Council ratify the Mayor's recommendations to fill two regular appointments to serve on the Library Board of Trustees for a three-year term expiring on March 31, 2014; and one unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2014. (File No. 0120-10)

Staff Recommendation: Ratify Appointments (**City Clerk's Office: Marsha Whalen**)

**MOTION:** Moved by Mayor Abed and seconded by Councilmember Waldron to ratify appointment of Alex Galenes and Mirek Gorny to the Library Board of Trustees. Motion carried unanimously.

**MOTION:** Moved by Mayor Abed and seconded by Councilmember Diaz to ratify appointment of Ashley Christensen to the Historic Preservation Commission. Motion carried unanimously.

- 13. COUNCIL SUBCOMMITTEE REPORT ON DOWNTOWN PARKING REGULATIONS** – Presentation of recommendations from the Council Parking Subcommittee. (File No. 0610-55)

Staff Recommendation: Provide direction to staff to amend City codes to eliminate parking requirements in the Downtown Parking District (**City Manager's Office: Charles Grimm**)

Charles Grimm, Assistant City Manager, gave the staff report and presented a series of slides.

### THIS ITEM WAS CONTINUED TO THE MARCH 23, 2011 MEETING

## 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 Waldron indicated the League of California Cities urged the Governor not to take the redevelopment funds.

Councilmember Morasco stated that a campaign with the schools to participate in anti-graffiti zones around each school be explored.

Councilmember Gallo noted several properties that needed code enforcement involvement and that April 20, 2011 was the deadline to find a rooftop upon which a nationally recognized artist could paint a flag so Escondido could be part of the 50 Flags in 50 States Campaign.

Mayor Abed read a letter from a resident thanking a City employee for helping with a sewer problem.

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 7:15 p.m.

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MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK

**CITY OF ESCONDIDO**  
**March 23, 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 23, 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.

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

**ORAL COMMUNICATIONS**

**Al Pfeltz, Escondido Mounted Posse**, handed out a DVD and gave a report on past Escondido Mounted Posse events.

**Thomas Armstrong, Escondido**, voiced concern for the homeless.

**CONSENT CALENDAR**

Councilmember Gallo removed item 4 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Waldron that the following Consent Calendar items be approved with the exception of item 4. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of February 16, 2011  
Regular Meeting of March 2, 2011**
4. **FINANCIAL REPORT FOR THE QUARTER ENDED DECEMBER 31, 2010** – Request Council receive and file the second quarter financial report. (File No. 0490-55)

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

Councilmember Gallo asked if there had been an increase or decrease in franchise fees.

Joan Ryan, Finance Manager, indicated there had been a slight increase in the fees.

**COUNCIL ACTION: NO ACTION, INFORMATION ONLY**

5. **STREET NAME CHANGE FOR ALL PRIVATE STREETS IN THE PARAMOUNT CONDOMINIUM DEVELOPMENT (Case No. SUB 09-0004)** – Request Council approve the street name changes of six unconstructed private streets in the Paramount condominium development. (0800-10 SUB-09-0004)

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

**RESOLUTION NO. 2011-36**

6. **NOTICE OF COMPLETION FOR ALEXANDER AREA WATERLINE REPLACEMENT PHASE TWO** – Request Council authorize the Director of Utilities to file a Notice of Completion for this project. (0600-10 [A-2965])

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

**RESOLUTION NO. 2011-37**

7. **NOTICE OF COMPLETION FOR ROYAL CREST ACCELERATED WATERLINE REPLACEMENT PROJECT** – Request Council authorize the Director of Utilities to file a Notice of Completion for this project. (File No. 0600-10 [A-3001])

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

8. **BID AWARD FOR MONTVIEW DRIVE WATERLINE BETWEEN DARBY STREET AND ALEXANDER DRIVE** – Request Council authorize the Mayor and City Clerk to execute a Public Improvement Agreement with Julian Backhoe Service in the amount of \$94,998 for the Montview Drive Waterline between Darby Street and Alexander Drive. (File No. 0600-10 [A-3012])

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

**RESOLUTION NO. 2011-39**

9. **CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT PRELIMINARY ENGINEER'S REPORT FOR FISCAL YEAR 2011/2012 FOR ZONES 1-36** – Request Council initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District (LMD) for Zones 1-36 for the 2011/2012 fiscal year; approve the preliminary Engineer's report; and set a public hearing date of May 11, 2011. (File No. 0685-10)

Staff Recommendation: Approval (**Engineering Services: Frank Schmitz**)

- a. **RESOLUTION NO. 2011-40**
- b. **RESOLUTION NO. 2011-42**

- 10. CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT PRELIMINARY ENGINEER'S REPORT FOR FISCAL YEAR 2011/2012 FOR ZONE 37** – Request Council initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District (LMD) for Zone 37 for the 2011/2012 fiscal year; approve the preliminary Engineer's report; and set a public hearing date of May 11, 2011. (File No. 0685-10)

Staff Recommendation: Approval (**Engineering Services: Frank Schmitz**)

- a. **RESOLUTION NO. 2011-41**
- b. **RESOLUTION NO. 2011-43**

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

None

### **PUBLIC HEARINGS**

- 11. FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR TRACT 933 (PHG 10-0001)** – Request Council authorize an interim three-month extension of the term beyond the current March 24, 2011 expiration date for the Development Agreement between the City of Escondido and Northeast Gateway, LLC for the 20-lot, Tract 933 residential development, allowing time for the staff and the applicant to finalize negotiations and present a proposal for additional modified terms to the City Council. (File No. 0800-10 Tract 933)

Staff Recommendation: Approval (**Community Development/Planning: Bill Martin**)

#### **ORDINANCE NO. 2011-01 Introduction and First Reading**

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

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

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize an interim three-month extension of the term beyond the current March 24, 2011 expiration date for the Development Agreement between the City of Escondido and Northeast Gateway, LLC for the 20-lot, Tract 933 residential development, allowing time for the staff and the applicant to finalize negotiations and present a proposal for additional modified terms to the City Council and introduce Ordinance No. 2011-01. Motion carried unanimously.

## CURRENT BUSINESS

- 12. ADOPTION OF THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM AND USE OF THE E-VERIFY SYSTEM TO ENSURE COMPLIANCE WITH FEDERAL IMMIGRATION LAW IN THE CITY'S HIRING PRACTICES** – Request Council participate in the IMAGE program and utilize the E-Verify for the hiring of new City employees; and require all contractors under agreement with the City to adopt the IMAGE program and utilize E-Verify in their hiring practices; and strongly encourage the Escondido Chamber of Commerce and local business to voluntarily participate. (File No. 0680-20)

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

### RESOLUTION NO.2011-44

Homeland Security Agent John Murakami and Bill Prouty, Global Economic & Worksite Development Coalition, gave a report and presented a series of slides.

**Mark Dillon, Poway**, indicated he did not agree with the use of the program.

**Victor Torres, San Diego**, suggested this was an anti-immigrant measure.

**David Cline, Escondido**, requested the City use this program.

**Alejandra Ramos, Escondido**, stated the program would separate the community.

**Belinda Aguirre, Escondido**, indicated E-Verify was an anti-immigration policy and would divide the community.

**Janet Barajas, San Marcos**, stated E-Verify doesn't always work and urged Council to not use the program.

**Nidya Ramirez, Escondido**, indicated E-Verify was an anti-immigrant program.

**Michael Bergstrom, Carlsbad**, stated the program would have a negative effect on the City.

**Mike Henderson, Escondido**, indicated his company used E-Verify and urged Council to use it.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Waldron to participate in the IMAGE program and utilize the E-Verify for the hiring of new City employees; and require all contractors under agreement with the City to adopt the IMAGE program and utilize E-Verify in their hiring practices; strongly encourage the Escondido Chamber of Commerce and local business to voluntarily participate and adopt Resolution No. 2011-44. Ayes: Abed, Gallo Morasco and Waldron. Noes: Diaz. Absent: None. Motion carried.

- 13. COUNCIL SUBCOMMITTEE REPORT ON DOWNTOWN PARKING REGULATIONS** – Presentation of recommendations from the Council Parking Subcommittee. **CONTINUED FROM MARCH 16, 2011.** (File No. 0610-55)

Staff Recommendation: Provide direction to staff to amend City codes to eliminate parking requirements in the Downtown Parking District (**City Manager's Office: Charles Grimm**)

Charles Grimm, Assistant City Manager, gave the staff report and presented a series of slides.

**Maria Bowman and Mario Banuelos, Mercado Association,** requested that the Mercado be included in the proposed plan.

**Dan Forster, Fallbrook,** indicated his Escondido business would benefit from waiving the parking restrictions.

**Thora Guthrie, Downtown Business Association President,** stated business owners would be able to grow if the parking restrictions were waived but voiced concern with employer or employee abuse of unrestricted parking.

**Andy Granger, Escondido,** indicated the removal of parking restrictions on Second and Valley Parkway was already helping businesses in the downtown area.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Gallo to remove existing parking restrictions for new and expanding businesses. Motion carried unanimously.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to remove existing parking restrictions for new and expanding businesses in the Mercado area. Ayes: Diaz, Gallo, Morasco and Waldron. Noes: None. Abstain: Abed. Motion carried.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to retain parking enforcement for Grand Avenue and side streets in the study area and suspend enforcement of parking requirements in the public lots on a trial basis of one year, giving the Council a status report in six months. Motion carried unanimously.

## WORKSHOP

**14. FISCAL YEAR 2011/2012 BUDGET WORKSHOP** – A presentation by Community Services/Recreation, Police Department and Library staff; and an update from the Finance Department on other budgetary issues. (File No. 0430-30)

Staff Recommendation: Provide direction to Staff: **(Finance Department: Gil Rojas)**

Gil Rojas, Finance Director, Jerry Van Leeuwen, Community Services Director, Laura Mitchell, City Librarian, and Police Chief Jim Maher presented a series of slides and gave a presentation on the proposed budget cuts.

**Khristina Martin, Escondido,** asked Council to keep the branch library open.

**Lee Connor, Escondido,** stated that the recreation programs should not be cut.

**Mandy McGaugh, Escondido,** requested Council not cut funding to the Municipal Gallery.

**Zoraida Cozier, San Marcos,** urged Council to keep the East Valley Community Center open.

**Margie Sullivan for Charla Ruida, Escondido,** asked that the aquatics programs remain open.

**Patricia Cavanaugh, Escondido Community Child Development Center,** requested Council keep the branch library open.

**Anna Rabbani, Escondido,** urged Council to not cut recreation or aquatics programs.

**Daniel Mitts, Escondido,** asked Council to keep the aquatics programs.



**Gary Knight, Escondido**, indicated the library should not be cut, but to look at other revenues instead.

**Andrew Aviotti, Escondido**, requested that Council keep the pools open.

**Kay Stuckhardt, Escondido**, asked Council to keep the recreation programs open.

**Jerrie Quan, Escondido**, urged Council to not make any more cuts to the library.

**Nina Deerfield, Escondido**, requested Council reconsider cutting recreation classes.

**Lynne Lau, Escondido**, asked Council to keep the recreation classes.

**Dennis Sullivan, Escondido**, asked that Council not cut the aquatics programs.

**Michelle Sullivan, Escondido**, urged Council to keep the aquatics programs.

**Cynthia Frank, Valley Center**, requested Council not cut the library, recreation and aquatics programs.

**Julie Brunet, Escondido**, asked Council to keep the recreation programs.

**Valerie Rea, Escondido**, urged Council to keep the recreation and aquatics programs.

**Deb Pint, Escondido**, requested Council not cut the recreation programs.

**Christina Openshaw, Escondido**, asked Council to keep the branch library open.

**Denyce Cooper, Escondido**, asked Council to keep the recreation programs open.

**Mary Anne Dijak, Escondido Education Compact**, urged Council to continue funding their program.

**Meileena Bautista, Escondido**, requested Council continue funding Education Compact.

**Michael Infante, Escondido**, asked Council to not cut funding to Education Compact.

**Theresa and Lilly Patty, Escondido**, urged Council to keep the branch library open.

**Michael Davis, Escondido**, asked Council to keep the recreation programs.

**Michael Celestine, Escondido**, requested Council not cut the recreation programs.

**Janice Weaver, Escondido**, asked Council to keep the branch library open.

**Faith Conklin, United First Methodist Church Pastor**, urged Council to keep the recreation programs open and to continue funding Escondido Education Compact.

**Karen Warner, Escondido**, asked Council to keep the recreation and aquatics programs open.

**Nina Celestine, Escondido**, requested Council keep the Tiny Tots program open.

**Michelle Shadpour, Escondido**, asked Council to keep the aquatics programs open.

**Mitch Gallerstein, Escondido**, urged Council to keep the aquatics programs open.

**Melissa David, Escondido**, asked Council to keep the Tiny Tots program.

**Deb Seaman, Escondido**, asked Council to not cut the aquatics program.

**COUNCIL ACTION:** Gave direction to staff to create a 2-year budget model for reductions in Recreation, Library, Police and the California Center for the Arts Escondido; to meet with user groups for the pools; and generally accept staff's recommendations for proposed reductions.

## **FUTURE AGENDA**

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

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

Councilmember Waldron asked for a discussion on the Charter City to be placed on a future agenda.

Councilmember Diaz requested a Workshop on Prop K be added to a future agenda.

## **ORAL COMMUNICATIONS**

None

## **COUNCILMEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING**

Councilmember Morasco congratulated Councilmember Waldron for her recent recognition as California Woman of the Year, 74<sup>th</sup> District.

## **ADJOURNMENT**

Mayor Abed adjourned the meeting at 10:00 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:** May 4, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jerry Van Leeuwen, Director of Community Services  
Joyce Masterson, Assistant to the City Manager

**SUBJECT:** Lease Agreement Between the City of Escondido and KoochenVagner's Brewing Company dba Stone Brewing Company

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-53 approving a three-year lease agreement with KoochenVagner's Brewing Company dba Stone Brewing Company for the use of City-owned property at 2120 Harmony Grove Road in Escondido.

FISCAL ANALYSIS:

The lease rate is \$11,587.50 per month with a 3% increase annually.

PREVIOUS ACTION:

None

BACKGROUND:

When Council approved the purchase of the property at 2120 Harmony Grove Road for the new Public Works Yard, staff noted that the lease with the master tenant (First Class Vending) would be terminated and that a decision about keeping the two sub-tenants (Stone Brewery and Carpet Club) would be made after further evaluating our space needs. Staff has determined that the space occupied by Carpet Club is needed and their lease will be terminated with a ninety-day notice. However, it will be feasible to keep Stone Brewing Company on an interim basis for the next three years. At the end of that time period, Stone Brewing Company will relocate its food preparation and administrative offices from 2120 Harmony Grove Road to a new facility to be constructed near the brewery.

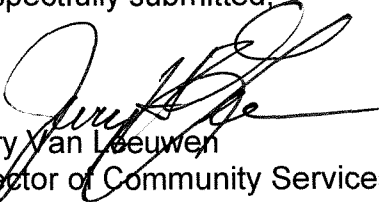
While Stone Brewing Company remains a tenant, staff will move forward with the design and relocation of all Public Works staff, except for Fleet Services and the Warehouse. Fleet Services either will be relocated to a temporary facility or possibly outsourced, pending Council's decision and the Warehouse will be discontinued. It is anticipated that the public works staff will move into 2120 Harmony Grove Road by the end of this calendar year.


Lease Agreement for Stone Brewing Company  
May 4, 2011  
Page 2

The term of the lease is for three years but with the right to terminate after thirty months by giving ninety days prior written notice to the other party.

A copy of the Lease Agreement is attached to Resolution No. 2011-53 as Exhibit "1".

Respectfully submitted,

  
Jerry Van Leeuwen  
Director of Community Services

  
Joyce Masterson  
Assistant to the City Manager

## RESOLUTION NO 2011-53

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 WITH KOOCHENVAGNER'S BREWING COMPANY DBA STONE BREWING COMPANY FOR OFFICE AND FOOD PREPARATION SPACE AT 2120 HARMONY GROVE ROAD IN THE CITY OF ESCONDIDO

WHEREAS, the City of Escondido purchased property at 2120 Harmony Grove Road (the "Premises") in December 2010 to relocate the Public Works Yard; and

WHEREAS, KoochenVagner's Brewing Company dba Stone Brewing Company was a sub-tenant at the Premises prior to the City's purchase and desires to continue lease a portion of the Premises for food preparation and administrative offices for the next three years; and

WHEREAS, the Director of Community Services recommends approval of a Lease Agreement ("Agreement") with KoochenVagner's Brewing Company dba Stone Brewing Company, at the rate of \$11,587.50 per month; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Agreement for a three year period;

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with KoochenVagner's Brewing Company dba Stone Brewing

Company, in substantially the form attached to this Resolution as Exhibit "1," incorporated by this reference, and subject to final approval as to form by the City Attorney.

**CITY OF ESCONDIDO  
LEASE AGREEMENT**

**PREMISES:**

2120 Harmony Grove Road  
Escondido, CA 92029

**LESSEE:**

KoochenVagner's Brewing Company  
dba Stone Brewing Company

**TERM: Three (3) Years**

**CITY OF ESCONDIDO**  
**LEASE AGREEMENT INDEX**

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CITY OF ESCONDIDO  
LEASE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

And: KoochenVagner's Brewing Company, dba  
Stone Brewing Company  
2120 Harmony Grove Road  
Escondido, CA 92029  
("LESSEE")

Witness that whereas:

- A. CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain public property located at 2120 Harmony Grove Road (the "Premises"), Suites "B" & "C", for the purpose of general food processing, which may include the storage of beer in refrigerated coolers and office space and all other legally permitted uses consistent with the character of the Premises, building and business park. CITY will occupy Suite "A" of the Premises. The Premises is described in Exhibit "A", which is incorporated by this reference.

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

1. DEFINITION OF TERMS. The following words in this Lease Agreement shall have the significance attached to them in this clause unless otherwise apparent from their context.
  - a. "Lease" means this Lease Agreement.

- b. "Premises" means the real property located at 2120 Harmony Grove, Escondido, CA 92029, described in Attachment A.
  - c. "Lease Administrator" means the City of Escondido–Real Property Agent, or upon written notice to LESSEE, such other person as shall be designated from time to time by CITY.
  - d. "LESSEE" means Stone Brewing Company, and does not include its heirs, assigns, or successors-in-interest.
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 Craig Spitz, whose address is:

1999 Citracado Parkway  
Escondido, CA 92029

3. TERM. The term of this Lease shall be three (3) years, commencing on May 1, 2011.
4. TERMINATION OF LEASE.
- 4.1 Each party, upon reaching the thirty (30) month anniversary of this Lease, shall have the right to terminate this Lease without cause for any reason by giving ninety (90) days prior written notice to the other party.
  - 4.2 CITY shall have the right to terminate this Lease by giving seven (7) days prior written notice to LESSEE for any of the following events:
    - 4.2.1 LESSEE'S failure to comply with the following clauses in this Lease:
      - Acceptance and Maintenance, Paragraph 13
      - Alterations, Paragraph 14
      - Use, Paragraph 15
      - Occupancy and Assignment, Paragraph 16
      - Conduct, Paragraph 17

Insurance, Paragraph 22

Americans with Disabilities Act (ADA), Paragraph 29

4.2.2 If the CITY discovers at any time during the lease term that the LESSEE or any other party has used, is using, or will use the Premises in an unlawful manner or for an unlawful purpose, or in any manner that is inconsistent with any provision of this Lease.

5. OPTIONS TO RENEW. Not applicable to this lease.

6. VACATION OF PREMISES.

6.1 Upon termination of this Lease for any reason, LESSEE shall peaceably vacate and deliver suites "B" and "C" of the Premises to CITY in the same condition as LESSEE found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.

6.2 Upon such termination, LESSEE shall immediately:

6.2.1 Provide a written statement to the Lease Administrator of LESSEE'S new address for purpose of refunding monies, if any, due LESSEE under this Lease; and

6.2.2 Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the address stated in Paragraph 2 above.

7. RENT. In consideration of the possession and use of suites "B" and "C" of the Premises, LESSEE shall deliver and pay rent to CITY during the term of this Lease in the amount of \$11,587.50 per month, on or prior to the third day of each month. Monthly rent payments shall be adjusted annually pursuant to Section 9 herein.

8. LATE PAYMENT. 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.

9. RENT ADJUSTMENT. The rent due hereunder shall be increased on each anniversary of the commencement date of this Lease to an amount equal to the amount of the monthly installment of rent payable during the preceding year increased by three percent (3%).
10. SECURITY DEPOSIT. Not applicable to this Lease.
11. UTILITIES PAYMENTS. LESSEE agrees to provide and pay for all of LESSEE'S and all of CITY's utilities and services necessary for the occupancy and shared use of the Premises (suites "A", "B", and "C"), including, but not limited to: gas, water, electricity, sewage charges or septic service. However, after July 31, 2011, LESSEE will provide CITY with copies of the utility and service bills LESSEE paid for the period of March 1, 2011 through July 31, 2011. At such time, LESSEE and CITY will negotiate in good faith an amount to represent the reasonable monthly cap on the utility and service payments ("Utilities Cap") to be paid by LESSEE on CITY'S behalf for the remainder of the Lease. In no event shall LESSEE'S utility and service payments on behalf of CITY exceed the Utilities Cap for any given month. LESSEE shall provide and pay for trash and telephone service for LESSEE'S operations. CITY shall pay for trash and telephone service for CITY'S operations.
12. TAXES, ASSESSMENTS, AND FEES.
  - 12.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in LESSEE, LESSEE may be subjected to the payment of personal property taxes levied on such interest. LESSEE shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon LESSEE, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
  - 12.2 LESSEE further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit LESSEE from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

13. ACCEPTANCE AND MAINTENANCE.

- 13.1 LESSEE hereby acknowledges that LESSEE has inspected the Premises, that LESSEE accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair. LESSEE hereby accepts the Premises as such.
- 13.2 Lessee agrees to take good care of the Premises and all improvements, alterations, fixtures, and appurtenances thereon and thereto, including but not limited to those items listed on the attached Exhibit "B", and to give prompt notice to the Lease Administrator of any damage to same. Lessee agrees to make all repairs in and about the Premises, including painting, which may be necessary to preserve them in good order and condition. Said repairs, if any, shall be made in a good and professional manner, and at least equal to the condition and quality of the repaired items at the inception of this Lease. Lessee shall promptly pay the expenses of such repairs.
- 13.3 CITY is to be responsible for those certain structural repairs listed on the attached Exhibit "C". 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 provision of this clause shall allow the CITY to immediately terminate this Lease, pursuant to Paragraph 4.2 above.

14. ALTERATIONS.

- 14.1 LESSEE shall not paint, 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 only after obtaining applicable permits. OR LESSEE shall make the alterations and improvements to the Premises required by and in accordance with the attached Exhibit "B".

- 14.2 Any improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.
- 14.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
15. USE. LESSEE agrees to use the Premises as follows:
- 15.1 for the purpose of general food processing, which may include the storage of beer in refrigerated coolers and office space and all other legally permitted uses consistent with the character of the Premises, building and business park, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division.
- 15.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 15.1 above. In any case where LESSEE is, or should reasonably be, in doubt as to the propriety of any particular use, LESSEE may request, and will not be in breach or default if LESSEE abides by, the written determination of the Lease Administrator that such use is or is not permitted.
- 15.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
16. OCCUPANCY, ASSIGNMENT AND SUBLETTING. Suites "B" and "C" of the Premises shall only be occupied by LESSEE except with prior written consent of the Lease Administrator. LESSEE may not assign this lease or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person except employees, agents, guests of LESSEE, to use or occupy same or any part thereof, without the written consent of the Lease Administrator in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the Lease Administrator. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

17. CONDUCT.

- 17.1 LESSEE and guests of LESSEE shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of LESSEE.
- 17.2 LESSEE shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.
- 17.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

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

19. NOTICES. Any notice required or permitted to be given by this Lease must either be personally served on the other party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above in Paragraph 2. A change of either party's address must also be immediately served in the manner described above.

20. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if LESSEE is complying with the provisions of this Lease.

21. CITY'S RIGHT TO ENTER PREMISES. CITY reserves the right for CITY or CITY'S designee to enter any portion of the Premises at any time to perform any and all building and utilities maintenance or upgrades as CITY deems appropriate, including but not limited to, sewer, water, electrical, fiber optics, HVAC and roof alterations. LESSEE agrees that LESSEE will not interfere with any work or construction contemplated by this Section 21 and that LESSEE shall make the Premises readily available to CITY or CITY'S designee for the completion of such improvements.

22. INSURANCE.

- 22.1 LESSEE must have insurance in the following amounts at all times during this Agreement:

- 22.1.1 General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and
  - 22.1.2 Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and
  - 22.1.3 Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship
- 22.2 Each insurance policy required above must be acceptable to the City Attorney:
- 22.2.1 Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
  - 22.2.2 Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - 22.2.3 All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 22.3 LESSEE agrees to deposit with CITY, on or before the effective date of this Lease, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. LESSEE will also deposit with the CITY within 60 days of the Effective Date of this Lease, an Additional Insured Endorsement naming CITY specifically and separately as a "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described in Paragraph 22.2 above shall follow within sixty (60) days. Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.



- 22.4 CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for CITY and for members of the public using the Premises, CITY may require LESSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. CITY'S requirements shall be reasonable, but shall be designed to assure adequate protection of the CITY'S interests. The Lease Administrator shall notify LESSEE in writing of changes in the insurance requirements and, if LESSEE does not deposit with CITY within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to LESSEE and may be forthwith terminated by the Lease Administrator, pursuant to Paragraph 4.2 above.
- 22.5 The procuring of such required policy or policies of insurance shall not be construed to limit LESSEE'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, LESSEE shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.
- 22.6 Noncompliance by LESSEE with any provision of this Paragraph 22 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
23. INDEMNIFICATION. LESSEE shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which CITY, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by LESSEE, its invitees, visitors, or any other persons whatsoever. LESSEE further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by CITY on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify CITY for claims or acts arising from CITY'S sole negligence.

24. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.
25. NONDISCRIMINATION. LESSEE herein covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. LESSEE shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.
26. 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. HAZARDOUS AND/OR CONTAMINATED SOIL AND MATERIAL. LESSEE will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. LESSEE also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, LESSEE shall notify CITY. Within thirty (30) days after written notice to CITY or from CITY, LESSEE shall commence to take and thereafter diligently complete, at LESSEE'S sole expense, such actions as may be necessary to comply with environmental requirements.
28. LAW TO GOVERN; VENUE. This Lease shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, North County Branch. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego.

29. SPECIAL PROVISIONS. LESSEE hereby acknowledges that LESSEE waives all rights to any form of relocation assistance provided for by local, state, or federal law to which LESSEE may be entitled by reason of this Lease.
30. AMERICANS WITH DISABILITIES ACT (ADA). It is the duty of the LESSEE while operating under this Lease to comply with all local, state, and federal laws, including, but not limited to, the Americans with Disabilities Act and to indemnify CITY from any violation of any such law as it directly relates to the operation, repair or renovation of its Premises. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Jeffrey R. Epp, City Attorney

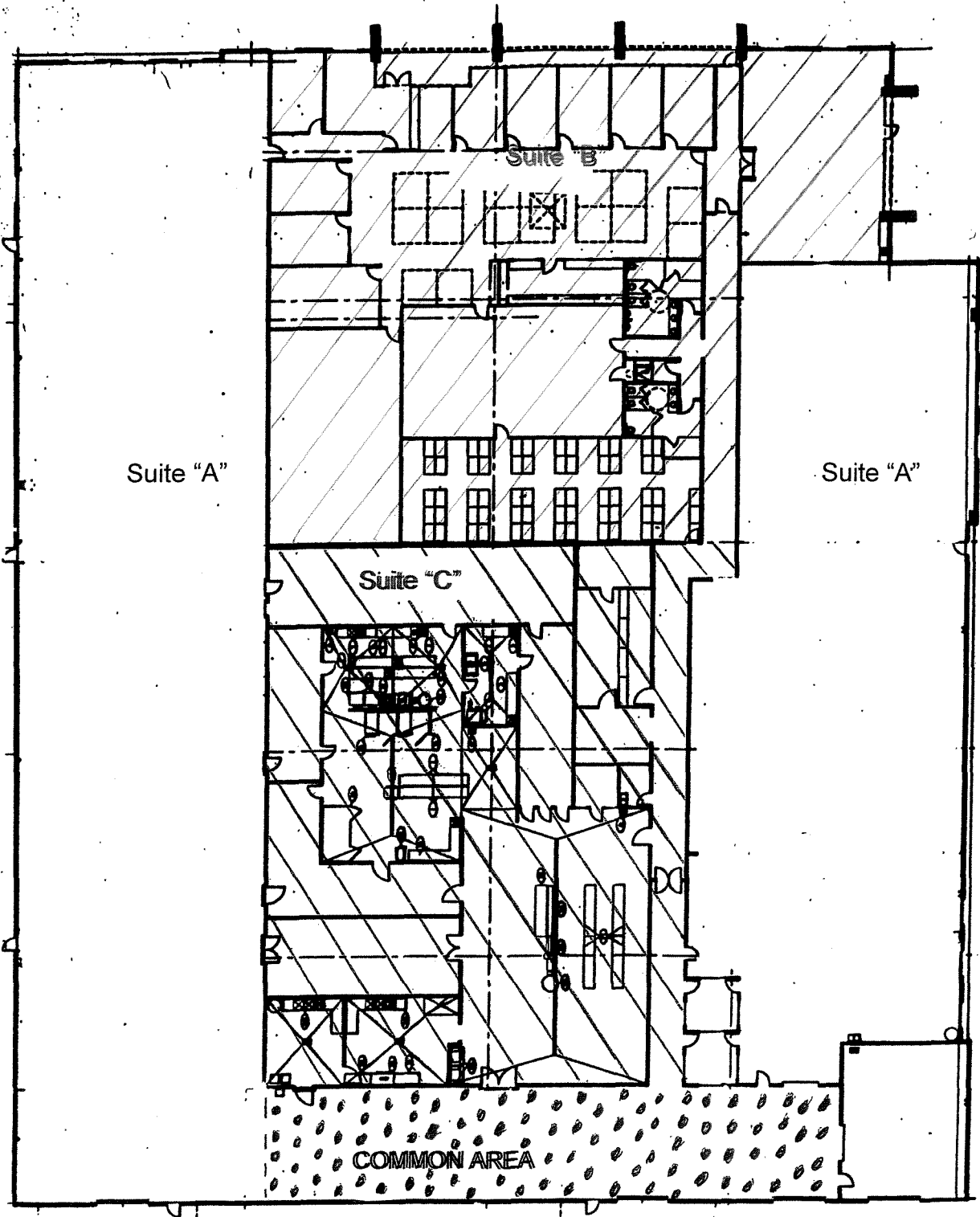
By: \_\_\_\_\_

Exhibit "A"

PREMISES

2120 Harmony Grove Road

Suites "B" & "C"



# EXHIBIT B

## TENANT MAINTENANCE RESPONSIBILITIES FOR CITY OWNED PROPERTIES

### TENANT'S RESPONSIBILITIES

Tenant is to be aware that ALL alterations they make to the City building or property will require a building permit.

#### STRUCTURAL:

1. Tenant will be directly responsible for the cost of all maintenance repair and replacement within additions and/or alterations they complete to City buildings or structures.
2. Tenant will be directly responsible for the cost of City's structural repairs and maintenance caused by the tenant's negligence or misuse.

#### NON-STRUCTURAL REPAIRS AND MAINTENANCE:

1. Tenant to be responsible for the following items within its Premises:
  - Interior painting and wall repairs
  - All plumbing leaks, repairs and interior replacements
  - Light fixtures
  - Refrigeration equipment used for Tenant operations
  - All electrical service cover plates, switches and plugs
  - Window coverings
  - Appliances (existing or newly installed)
  - Floor coverings
  - Cabinets
  - Trash removal
  - Housekeeping
2. Tenant will be responsible to pay ALL costs for:
  - Corrections to any and all additions or remodeling made by tenant.
  - Repairs to all equipment, fixtures and appliances installed by tenant.
  - Corrections or repairs to existing utility services, equipment, appliances, structures and/or any miscellaneous items caused by tenant's additions or remodeling.

# EXHIBIT C

## CITY'S RESPONSIBILITIES FOR LEASED CITY OWNED PROPERTIES

### STRUCTURAL

- Roof repairs and replacement
- Replacement of heating and A/C units
- Domestic hot water heater
- Exterior lighting
- Roll up and exterior door maintenance, adjustments and replacements
- Water line breaks
- Sewer line breaks
- Electrical system inspections and repairs within walls
- Foundation repairs
- Paving and sidewalk repairs

### MAINTENANCE

- Exterior painting
- Annual heat and A/C inspections

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 5

Date: May 4, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Edward N. Domingue, Director of Engineering Services  
Frank P. Schmitz, Parks and Open Space Administrator  
**SUBJECT:** Budget Adjustment Landscape Maintenance District Zone 35

RECOMMENDATION:

It is requested that Council approve a budget adjustment in the amount of \$1,500 for Landscape Maintenance District (LMD) Zone 35 for FY 2010/11.

FISCAL ANALYSIS:

The fund balance for LMD Zone 35 will be the source of the funds for this budget adjustment.

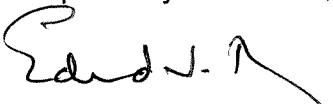
PREVIOUS ACTION:

The Council approved the FY 2010/11 budget for LMD Zone 35 on June 9, 2010.

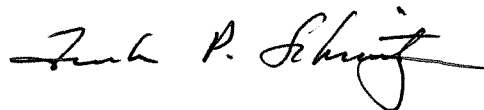
BACKGROUND:

The maintenance of the landscape improvements installed by the developer in Zone 35 is the responsibility of the LMD. The installation of these improvements was not expected to be completed before the beginning of FY 2011/12. However, the landscape installation has been completed earlier than expected. The takeover of the maintenance by the LMD is scheduled for April 2011. Consequently, the funding for professional services and water use needs to be increased for FY 2010/11 from what was originally budgeted.

Respectfully submitted,



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



Frank P. Schmitz  
Parks and Open Space Administrator



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: March 31, 2011
Department: Engineering Services
Division:
Project/Budget Manager: Frank Schmitz 4039
Name Extension
Council Date (if applicable): May 4, 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 LMD Zone 35, LMD Zone 35, and Fund Balance LMD Zone 35.

Explanation of Request:

The installation of the landscape improvements by the developer of Tract 947 (LMD Zone 35) was not expected to be completed before the beginning of FY 2011/12. However, the landscape installation has been completed earlier than expected. The takeover of the maintenance by the LMD is scheduled for April 2011. Consequently, the funding for professional services and water use needs to be increased from what was originally budgeted.

APPROVALS

Department Head [Signature] 4/4/11 Date
Finance [Signature] 4/15/11 Date
City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance



**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 6  
**Date:** May 4, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Edward N. Domingue, Director of Engineering Services  
Dan Higbee, Acting Construction Project Manager  
**SUBJECT:** Notice of Completion for Tract 914

RECOMMENDATION:

It is requested that Council approve and accept the public improvements and authorize staff to file a Notice of Completion for Tract 914.

FISCAL ANALYSIS:

No direct fiscal impact.

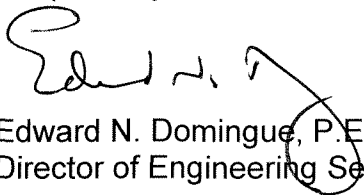
PREVIOUS ACTION:

The final map was recorded on 09/19/2007.

BACKGROUND:

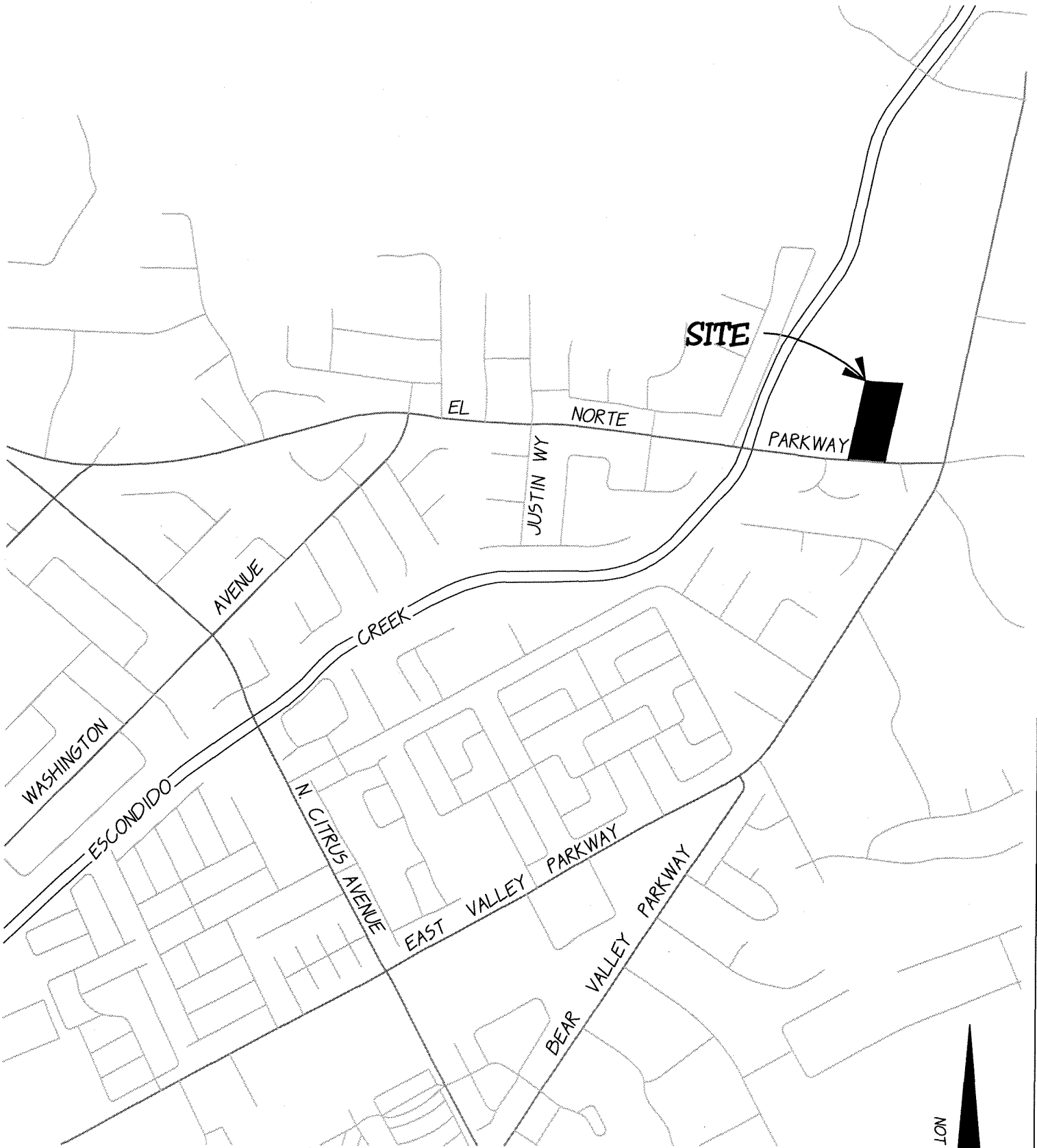
Tract 914 is a thirty (30) lot residential development located on Washington Avenue, east of Oak Tree Placeway, addressed as 3022 E. Washington Avenue (now El Norte Parkway), developed by Centex/Pulte Homes. The public improvements associated with this project include complete underground utilities, including sewer, water and storm drain along with surface improvements including street lights, sidewalk, curb & gutter and two traffic signals.

Respectfully submitted,

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

  
Dan Higbee  
Acting Construction Project Manager

# TRACT 914



NOTICE OF COMPLETION  
CITY COUNCIL MEETING 05-04-2011

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 7  
**Date:** May 4, 2011

**TO:** Honorable Mayor and Members of the City Council

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

**SUBJECT:** Revisions to Capital Improvement Program

**RECOMMENDATION:**

1. Approve a budget adjustment in the amount of \$1,129,070 to establish the Bear Valley/East Valley Parkway project in the County TransNet Street Project fund by transferring TransNet funds budgeted for the Center City/Highway 78 to Mission Road project.
2. Approve a budget adjustment to move the remaining balance of \$1,168,017 from the Bear Valley/East Valley Parkway project budgeted in the Proposition 1B fund to the Street Maintenance project within the same fund.

**FISCAL ANALYSIS:**

There is no fiscal impact in transferring budget between the Transnet Program and Proposition 1B funds. The City has been in contact with SANDAG to verify that such a transfer is allowable.

**PREVIOUS ACTION:**

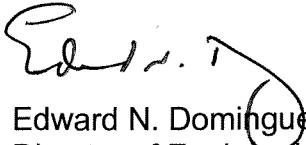
On June 20, 2007, during the approval of Five-Year Capital Improvement Program for Fiscal Years 2007/08 - 2011/12 and the Project Budgets for Fiscal Year 2007/08, the City Council approved Proposition 1B funding in the amount of \$2,000,000 for the Felicita and Juniper Street Project and TransNet funding of \$1,500,000 for the Center City/Highway 78 to Mission Road project. On March 12, 2008, Council approved a budget adjustment in the amount of \$1,500,000 to create a new capital project necessary for right-of-way acquisitions for the Bear Valley/East Valley Parkway Project by transferring Proposition 1B funds budgeted for the Felicita and Juniper Street Project to this new project.

BACKGROUND:

In fiscal year 2007/08, the City spent \$1,129,070 in Proposition 1B funds on the Bear Valley/East Valley Parkway project for right-of-way acquisitions. However, these expenditures were spent before authorization by the State; therefore they will be considered as ineligible for Proposition 1B funding.

In order to correct this problem, City staff is proposing the use of TransNet funding from the Center City/Highway 78 to Mission Road project to cover the \$1,129,070 costs. Once the new Bear Valley/East Valley Parkway project is established in the County TransNet Street Project fund, City Staff will move the prior year expenditures that are ineligible for Proposition 1B funding from the capital project in the Proposition 1B fund to the new capital project established in the TransNet Street Project fund. This will result in a restatement of the financial statements for these fund entities. Once this transfer has occurred, this will free up unspent Proposition 1B funding that will be transferred to the Street Maintenance project in the Proposition 1B fund. Refer to **schedule A** for additional background information.

Respectfully submitted,



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



Robert Zeino  
Deputy Director of Engineering



CITY OF ESCONDIDO  
BUDGET ADJUSTMENT REQUEST

Date of Request: April 13, 2011

Department: Engineering Services

Division: \_\_\_\_\_

Project/Budget Manager: Robert Zaino 4001  
   Name  Extension

Council Date (if applicable): May 4, 2011  
   (attach copy of staff report)

For Finance Use Only

Log # \_\_\_\_\_

Fiscal Year \_\_\_\_\_

\_\_\_\_\_ Budget Balances  
 \_\_\_\_\_ General Fund Accts  
 \_\_\_\_\_ Revenue  
 \_\_\_\_\_ Interfund Transfers  
 \_\_\_\_\_ Fund Balance

EM Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Bear & East Valley Pkwy & Valley Center Road- Transnet	230-NEW	1,129,070	
Centre City/Hwy 78 to Mission- Transnet	230-690029		1,129,070
Bear & East Valley Pkwy & Valley Center Road- Prop 1b	103-622804		1,168,017
Street Maintenance- Prop 1b	103-627101	1,168,017	

Explanation of Request:

Transfer available Transnet funds from Project 690029 to a new Transnet Project for expenditures incurred in FY 2007-2008 for the Bear & East Valley Pkwy & Valley Center Road.

Transfer Proposition 1b Funds from Bear & East Valley Pkwy & Valley Center Road to Street Maintenance Proposition 1b Project.

**APPROVALS**

*[Signature]* 4/13/11  
 Department Head  Date

*[Signature]* 4/13/11  
 Finance  Date

\_\_\_\_\_  
 City Manager  Date

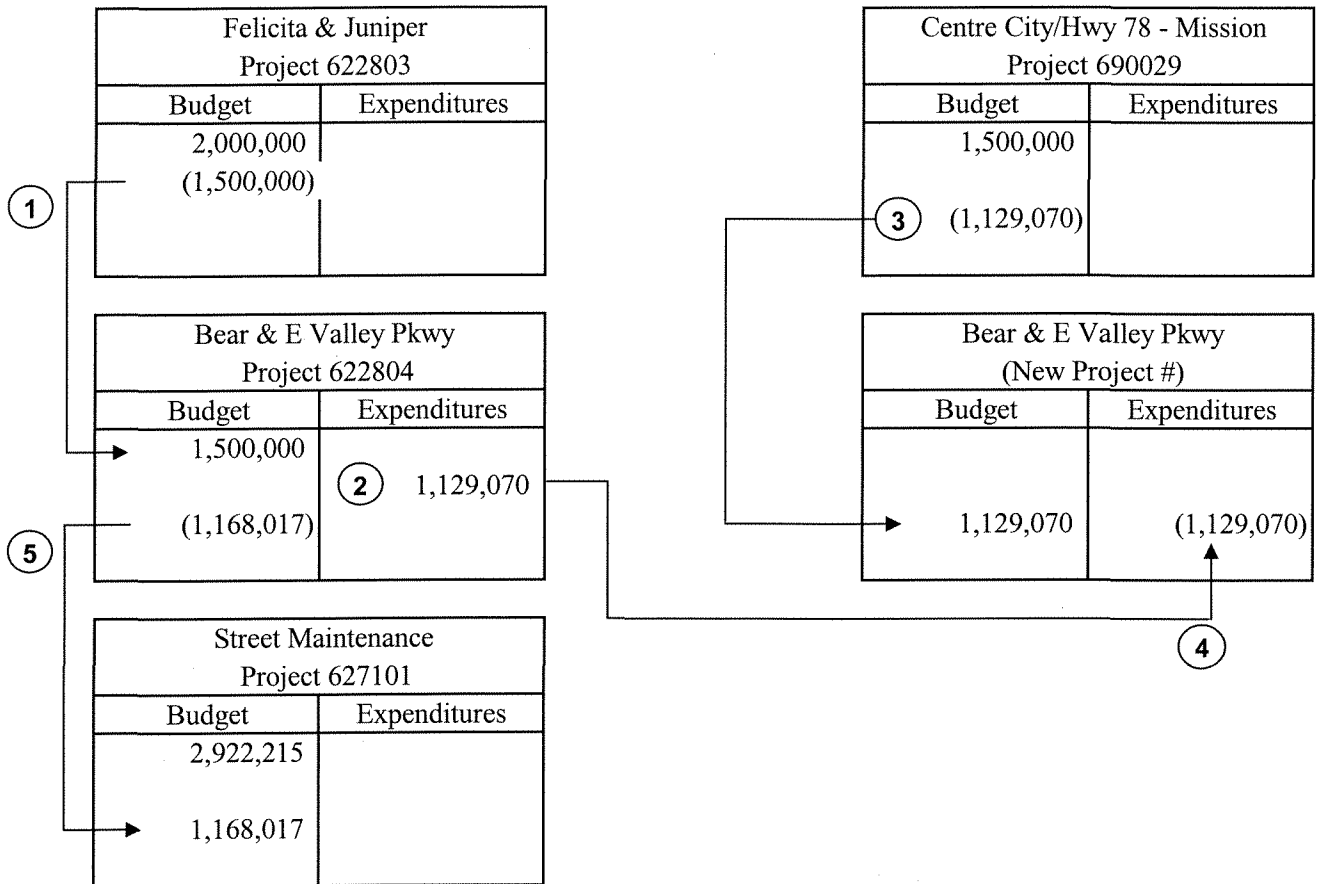
\_\_\_\_\_  
 City Clerk  Date

Distribution (after approval):                      Original: Finance

**Schedule A**

**Proposition 1B Fund**

**TransNet Fund**



- ① In Fiscal Year 2007/08 the City Council approved Proposition 1B funding for the Felicita and Juniper Project in the amount of \$2,000,000. On March 12, 2008, Council approved a budget adjustment in the amount of \$1,500,000 to create a new capital project necessary for right-of-way acquisitions for the Bear Valley/East Valley Parkway Project by transferring Proposition 1B funds budgeted for the Felicita and Juniper Street Project to this new project.
- ② In fiscal year 2007/08, the City spent \$1,129,070 in Proposition 1B funds on the Bear Valley/East Valley Parkway project for right-of-way acquisitions. However, these expenditures were spent before authorization by the State; therefore they will be considered ineligible for Proposition 1B funding.
- ③ City staff is proposing the use of TransNet funding from the Center City/Highway 78 to Mission Road project to cover the \$1,129,070 costs.
- ④ Once the new Bear Valley/East Valley Parkway project is established in the County TransNet Street Project Fund, City Staff will move the prior year expenditures that are ineligible for Proposition 1B funding from the Proposition 1B capital project fund to the new capital project established in the TransNet Street Project Fund.
- ⑤ Budget adjustment to move the remaining balance of \$1,168,104 from the Bear Valley/East Valley Parkway project budgeted in the Proposition 1B fund to the Street Maintenance project within the same fund.

# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 8

Date: May 4, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Edward N. Domingue, Director of Engineering Services  
**SUBJECT:** Federal Right-of-Way Certifications

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-52 authorizing the Director of Engineering Services or his designee, to execute on behalf of the City Council, all federal right-of-way certifications required to be filed as a prerequisite to any and all City projects where the Federal Highway Administration is a participant.

FISCAL ANALYSIS:

Designation of the Director of Engineering Services as the authorized person to execute right-of-way certifications will enable the City to fulfill the federal requirements for right-of-way certification. This allows the City to be reimbursed for local funds used for qualified Federal funded projects.

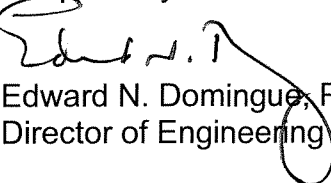
PREVIOUS ACTION:


Council approved Resolution 1981-311 authorizing the Director of Public Works to execute on behalf of the City Council all federal right-of-way certifications to be filed as a prerequisite to any and all City projects where the Federal Highway Administration is a participant.

BACKGROUND:

In 1981 the City Council approved Resolution 1981-311 authorizing the Public Works Director to execute federal right-of-way certifications. This authorization needs to be updated to identify the Director of Engineering Services as the authorized person instead of the Public Works Director. This change in authorization more accurately reflects the current organizational structure in the City of Escondido and meets the current requirements as set forth in the Federal Highway Program Manual.

Respectfully submitted,

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

  
Robert J. Zaino  
Deputy Director of Engineering Services

RESOLUTION NO. 2011-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF ENGINEERING SERVICES OR HIS DESIGNEE, TO EXECUTE ON BEHALF OF THE CITY, ALL FEDERAL RIGHT-OF-WAY CERTIFICATIONS REQUIRED TO BE FILED AS A PREREQUISITE TO ANY AND ALL CITY PROJECTS WHERE THE FEDERAL HIGHWAY ADMINISTRATION IS A PARTICIPANT

WHEREAS, whenever the City undertakes a street improvement project wherein the Federal Highway Administration is a participant, the City is required to file a right-of-way certification in the format set out in the Federal Highway Program Manual; and

WHEREAS, the Federal Highway Program Manual holds no objection to a public agency conferring "blanket authority" to any appropriate official of the City to execute those right-of-Way certifications under the agency's sponsorship; and

WHEREAS, in past projects the City Council has designated the Director of Public Works as the appropriate official of the City to execute those right-of-way certifications; and

WHEREAS, this City Council considers it appropriate to now give blanket authorization to the Director of Engineering Services or his designee for execution of right-of-way certifications.

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 authorizes the Director of Engineering Services or his designee to execute, on behalf of the City, all federal right-of-way certifications.



**Agenda Item No. 9**  
**Date: May 4, 2011**

**(X) There is no material for this agenda item**

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

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

**DUE TO THE SIZE OF THIS AGENDA ITEM:**

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



# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 10

Date: May 4, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Barbara J. Redlitz, Director of Community Development

**SUBJECT:** Second Amendment to the Development Agreement for Tract 933 (PHG 10-0001)

RECOMMENDATION:

It is requested that Council introduce Ordinance No. 2011-08 to authorize the second amendment to the Development Agreement for Tract 933.

PROJECT DESCRIPTION:

A request for a second amendment to the previously approved Development Agreement for Tract 933, a 20-lot residential subdivision located on the northeastern corner of East Valley Parkway and Beven Drive in the Northeast Gateway Specific Plan. The proposed amendment would extend the term of the agreement for an additional five years and modify other terms pertaining to development fees and infrastructure capacity.

FISCAL ANALYSIS:

The existing Development Agreement terms freeze development fees at 2006 levels and require the developer to pay the City up to \$720,000 (\$90,000/unit) for an increase in allowable density of eight units transferred from nearby city-owned properties. The proposed amendment would reduce the density transfer payment to a maximum of \$388,000 to reflect the significant market changes that have occurred since the approval. In return for reducing the density transfer payment due to the City, the existing freeze on development fees to 2006 levels would be eliminated allowing the City to collect fees at prevailing rates.

ENVIRONMENTAL REVIEW:

Environmental review is not necessary to amend the terms of the Development Agreement.

PREVIOUS ACTION:

On March 23, 2011, the City Council approved the first amendment to the Development Agreement for Tract 933 to provide an interim three-month extension of the Development Agreement to June 23, 2011. The interim extension was needed to complete negotiations on the new fee structure.

BACKGROUND:

Tract 933 was approved by the City Council on February 8, 2006. The associated Development Agreement was approved for a five year term by Ordinance 2006-07, effective March 24, 2006. The agreement sets forth responsibilities and obligations associated with the construction of the project and details appropriate compensation for the transfer of eight dwelling units from city-owned property within the Northeast Gateway Specific Plan Area. The Development Agreement establishes a minimum payment of \$80,000 per transferred unit (\$640,000). There is also a provision that bases the fee on a percentage of the unit's sales price up to \$90,000 per transferred unit (\$720,000) if payment to the City is delayed until the close of escrow on the last unit. A final map for Tract 933 has not recorded and there has been no construction related to the project.

On December 2, 2009, the City Council initiated a proposed modification to the Development Agreement to consider revisions to the terms of the agreement as well as an extension of time for the agreement and associated Tentative Map. The applicant and staff have since been engaged in a series of negotiations regarding the density transfer payment, development fee structure and sewer capacity. Last month the Council granted a three-month extension to allow negotiations to be completed following the receipt of a property appraisal. Now that negotiations have concluded, the proposed second amendment is being presented for Council review.

ANALYSIS:

The density transfer fee amount was established during the peak of the residential real estate market and now appears to be unsustainable. Given current market conditions, staff supports modification to the Development Agreement since it seems appropriate to review the fee structure and the applicant needs additional time to secure construction funding and permits under more favorable economic circumstances.

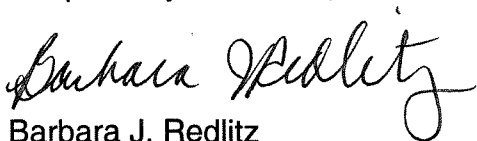
Negotiations on modified terms have been on-going over the last year and have been extensive while several potential fee scenarios have been explored. Agreement was reached earlier over the request to extend the life of the Development Agreement and associated entitlements for an additional five years as well as the applicant's payment to the City for construction of improvements to East Valley Parkway. The extended discussion has focused on the amount of the density transfer fee due to the City, the freeze on development fees to 2006 levels, and a guarantee of sewer capacity during the full term of the agreement.

The proposed amendment would reduce the density transfer payment due to the City from a maximum of \$720,000 (\$90,000/unit) to a maximum of \$388,000 (\$51,000/unit less payment already received). The proposed fee reduction represents the current market-rate value for the transferred lots based on an appraisal of the development site combined with a significant reduction in sales prices for the area. While the City would receive significantly less income from the sale of the transfer

Second Amendment to the Development Agreement for Tract 933  
PHG 10-0001  
May 4, 2011  
Page 3

units, the project appears infeasible under the current terms resulting in no income to the City. Another term related to the development fee structure would be made more favorable to the City by eliminating the current freeze on development fees to 2006 levels. Fees would now be collected at the citywide rates in effect at the time permits are requested. In light of the sewer capacity issues at the HARRF treatment plant, the sewer capacity guarantee would also be eliminated. Staff feels these modifications are appropriate in light of current real estate and utility infrastructure conditions and recommends Council approve the proposed second amendment to the Development Agreement for Tract 933.

Respectfully submitted,



Barbara J. Redlitz  
Director of Community Development



Bill Martin  
Principal Planner

## ORDINANCE NO. 2011-08

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE, ON BEHALF OF THE  
CITY, A SECOND AMENDMENT TO THE  
DEVELOPMENT AGREEMENT FOR THE 20-  
LOT, TRACT 933 RESIDENTIAL  
DEVELOPMENT

PLANNING CASE NO. PHG 10-0001

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

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

SECTION 2. That the City Council has reviewed and considered the Mitigated  
Negative Declaration (City Log No. ER 2005-38) and Mitigation Monitoring Report  
prepared at the time the project was originally approved and has determined that all  
environmental issues associated with the project have been addressed and no  
significant environmental impacts will result from approving this amendment to the  
Development Agreement.

SECTION 3. That upon consideration of the staff report and all public  
testimony presented at the hearing held on this amendment, this City Council finds that  
the proposed second amendment to the Development Agreement for Tract 933 is  
consistent with the General Plan and all applicable specific plans of the City of  
Escondido.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the Second Amendment to the Development Agreement, attached as Exhibit "A," which is incorporated by this reference, and authorizes the Mayor and City Clerk, on behalf of the City, to execute the Second Amendment to the Development Agreement.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

RECORDING REQUESTED BY:  
  
CITY CLERK, CITY OF ESCONDIDO  
  
WHEN RECORDED MAIL TO:  
  
CITY CLERK  
CITY OF ESCONDIDO  
201 N. BROADWAY  
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

**RECORDING FEES EXEMPT PER GOVERNMENT CODE SECTION 27383**

**SECOND AMENDMENT TO  
NORTHEAST GATEWAY DEVELOPMENT AGREEMENT  
(TRACT 933)**

This Second Amendment to Northeast Gateway Development Agreement (the "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011 (the "Effective Date"), by and between the City of Escondido, State of California (the "City") and Lark & Sons, LLC, a California limited liability company, including its successors and assigns (the "Owner") (collectively, "the Parties").

**RECITALS**

1. Whereas, on March 24, 2006, the City and the Owner's predecessor-in-interest, Northeast Gateway, LLC ("Northeast"), entered into that certain agreement entitled "Development Agreement for Tract 933" which was recorded on July 11, 2006, Document No. 2006-0488074, Official Records of San Diego County (the "Agreement"). Pursuant to the Agreement, Northeast agreed to develop certain property more particularly described in the Agreement (the "Property"), subject to certain conditions and obligations as set forth in the Agreement.
2. Whereas, on December 9, 2008, the City and Northeast, entered into that certain agreement entitled "Operating Memorandum for the Northeast Gateway Development Agreement (Tract 933)" (the "Operating Memorandum"). Pursuant to the Operating Memorandum, Northeast agreed to pay financial consideration toward its pro-rata share of the cost of completing certain construction improvements, which are conditions of approval for the Property, and to grant to the City an Irrevocable Offer of Dedication for property along the Property's entire East Valley Parkway Frontage.
3. Whereas, on June 15, 2009, Northeast transferred the Property to Owner.



4. Whereas, on March 23, 2011, City Council approved the First Amendment to the Agreement, extending the March 24, 2011 expiration date of the Agreement by three months. Concurrent with the approval of the First Amendment, Northeast assigned the Agreement to Owner with formal consent of the City. As such, Owner assumed all rights, title, interest, burden, and obligation under the Agreement with respect to and as related to the Property.
5. Whereas, the terms defined in the Agreement shall have the same meaning in this Amendment, unless otherwise specified herein.
6. Whereas, the Parties now desire to amend the Agreement to, among other things, provide for certain changes to the Agreement, including extending the Term of the Agreement, and add several provisions to the Agreement that will effectively transfer the right-of-way for the Project frontage to the City, will allow Owner to pay compensation to the City to fulfill certain of the Owner's construction obligations for the frontage of the Property, and to provide for the orderly and mutually agreeable location of the fruit stand business located on the Property, in the area of the future right-of-way frontage for the Project.

**NOW, THEREFORE,** City and Owner agree as follows:

1. **Existing Laws.**

Existing Laws, as defined under Article II, Section 5 of the Agreement, refers to the ordinances, resolutions, codes, rules, regulations and official policies of City governing the development of the Property, including, but not limited to the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of the Agreement. With regard to stormwater regulations, "Existing Laws" refers to the ordinances, resolutions, codes, rules, regulations and official policies of City governing the development of the Property in effect on the date of this Amendment.

2. **Extension of the Term of the Agreement.**

The Term, as defined under Article III, Section 1 of the Agreement, is hereby extended from March 24, 2011 to March 24, 2016, unless terminated, modified, or extended as permitted by the Agreement.

3. **Notices.**

Article III, Section 7 shall be amended as follows: All notices between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy, or telegram to the addresses set forth below. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c. For facsimile, upon transmission of the facsimile or, if transmitted after business hours, then the next business day.

Notices shall be addressed as follows:

To the City:           City Clerk  
                          City of Escondido  
                          201 N. Broadway  
                          Escondido, CA 92025  
                          FAX (760) 741-7541

With Copy to:       Jeffrey R. Epp, Esq.  
                          City of Escondido  
                          201 N. Broadway  
                          Escondido, CA 92025  
                          FAX (760) 741-7541

To the Owner:       Linda Kaeser  
                          P.O. Box 9707  
                          Rancho Sante Fe, CA 92067 FAX (858) 756-6998

With copy to:       David W. Ferguson, Esq.  
                          Lounsbery Ferguson Altona & Peak  
                          960 Canterbury Place, Suite 300  
                          Escondido, CA 92025  
                          FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

4. **Permitted Fees.**

Article IV, Section 5 of the Agreement shall be amended as follows: Except as otherwise provided in the Agreement, (including without limitation under Paragraph 7 of Article IV), and specifically excluding fees set by entities not controlled by City that are collected by City, City shall charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by the Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects (the "Fee Guide").

5. **Infrastructure Capacity.**

Article IV, Section 11 shall be amended as follows: Subject to Owner's proportionate financial contribution to infrastructure and the Public Improvements & Public Benefits provided by Owner, in accordance with the requirements of this Agreement, City hereby acknowledges that it will have sufficient capacity in the following infrastructure services and utility systems: traffic circulation and flood control and, except for reasons beyond City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond City's control. City acknowledges and Owner understands that the City may have sufficient capacity for sewer collection, sewer treatment, and sanitation service.

6. **Payment For Increased Allowable Density.**

Article V, Section 3 shall be amended as follows: Owner shall pay City a maximum of THREE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$388,000.00) calculated as follows:

a. Owner shall pay City FIFTY-ONE THOUSAND DOLLARS AND ZERO CENTS (\$51,000.00) in exchange for each of the eight (8) additional developable units granted to Owner, under the Agreement.

b. Owner shall be credited the amount of TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) as the amount Northeast paid at execution of the Agreement.

c. If at the time Owner sells the Property, the City acknowledges that the City has sufficient capacity for sewer collection, sewer treatment and sanitation service for development of the Property, Owner shall pay City \$388,000.00 within seven (7) days of the close of escrow date.

d. If Owner decides to develop the Property in accordance with the Agreement and the current Tentative Map, and at such time of development the City acknowledges there is sufficient capacity for sewer collection, sewer treatment, and sanitation service for development of the Property, Owner shall pay City the \$388,000 when the City issues Encroachment Permits for sewer construction.

e. If the City is unable to acknowledge that the City has sufficient capacity for sewer collection, sewer treatment, and sanitation service at the time Owner sells the Property, but has sufficient capacity when the Property is developed in accordance with the Agreement and the current Tentative Map, any successor-in-interest shall pay City the \$388,000.00 when the City issues Encroachment Permits for sewer construction.

**7. Payment in Lieu of Construction of Certain Roadway Improvements.**

Owner agrees to pay City financial consideration toward Owner's pro-rata share of the cost of completing certain construction improvements, which are conditions of approval for the Project. Instead, these improvements will be constructed by City as part of a City-planned project, as follows:

a. Owner shall pay City TWO HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED TWENTY NINE DOLLARS (\$259,829.00) prior to issuance of the first certificate of occupancy for a residence in the Project. City agrees that Owner will not perform the construction required for East Valley Parkway.

b. Owner shall be credited the amount of TWENTY-FOUR THOUSAND NINE HUNDRED AND SEVENTY-TWO DOLLARS AND ZERO CENTS (\$24,972.00) as the traffic impact fee credit for the frontage improvement for the Owners' twelve (12) units.

c. Prior to issuance of the first certificate of occupancy for a residence in the project, Owner shall pay an undergrounding in-lieu fee to the City, pursuant to Section 23-48 of the Escondido Municipal Code, and pursuant to City Resolution No. 2007-115, in the amount of FOUR HUNDRED TWENTY DOLLARS (\$420.00) per linear foot of frontage on East Valley Parkway, which portion for the Project is currently estimated to be a total of 285 linear feet. City agrees to accept payment of this fee in lieu of requiring Owner to complete the construction required for East Valley Parkway in paragraphs one and two of the "Utility Undergrounding and Relocation" section of the Engineering Conditions of Approval for Tract 933.

**8. Grant of Rights-of-Way and Construction Access.**

On or around December 2, 2008, Northeast granted to the City an Irrevocable Offer of Dedication ("IOD") for property along the project's entire East Valley Parkway Frontage (found at Attachment A to this Amendment), and a temporary construction easement ("TCE") for 10 additional feet of right of way during construction of frontage improvements (found at Attachment B to this Amendment). The location of the IOD and TCE is described in an exhibit to Attachments A and B, respectively.

The parties agree that this Amendment and the terms of the IOD shall hereby:

a. Allow the buildings on the Property to continue to be occupied for their current use (retail produce sales) for no less than one year after the effective date of this Second Amendment;

b. After that time, require no less than 90 days prior notice from the City to the Owner that all buildings must be removed from the property granted in the IOD and temporary easement areas;

c. Allow the operator of the buildings and/or the Owner to relocate such buildings on the Property and to continue to use such buildings on the Property when construction or right-of-way activity in the roadway does not, in the City's sole discretion, prevent their use; and,

d. Any lease or agreement Owner has with any tenant or building operator shall include notification of these terms.

9. **Waiver of Eminent Domain Rights.**

In exchange for Owner's desire to receive all of the benefits of this Amendment and of the Agreement, and for Owner's desire to induce City to complete required roadway and right-of-way improvements on Owner's behalf, Owner hereby waives any right to compensation of all types related to the closure, relocation, or removal of the structures and business on the Property, including goodwill, attorneys' fees, and any other statutory form of compensation that might be available were the City to exercise its rights of eminent domain to acquire the area defined in the IOD and the TCE. Owner agrees to indemnify, defend, and provide and pay all costs incurred by the City for any compensation paid to Owner's tenant or building operator for the closure, relocation, or removal of any structures and business on the Property, including goodwill, attorneys' fees, and any other statutory form of compensation that might be available were the City to exercise its rights of eminent domain to acquire the area defined in the IOD and the TCE.

10. **Agreement Still in Effect.**

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Amendment to Northeast Gateway Development Agreement as of the date set forth above.

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Its: Mayor

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Its: Clerk

Lark & Sons, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:  
CITY OF ESCONDIDO

By: \_\_\_\_\_  
Jeffrey R. Epp, Esq.  
Its: City Attorney

Ordinance No. 2011-08  
EXHIBIT A  
Page 0 of 10

RECORDING REQUESTED BY

City of Escondido

And When Recorded Mail to:

City Clerk  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

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No recording fee required; this document exempt  
from fee pursuant to Section 27383 of the California  
Government Code.

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CITY OF ESCONDIDO  
IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY  
ESC. DOCUMENT NO. M-43-08

APN 240-020-22

---

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NORTHEAST GATEWAY LLC, A Delaware Limited Liability Company, **GRANTORS**

hereby make an Irrevocable Offer of Dedication to

**the CITY OF ESCONDIDO, (Grantee) a municipal corporation**

of the hereinafter described real property for public purposes.

The real property referred to above is situated in the City of Escondido, County of San Diego State of California, and is more particularly described in the attached Exhibit "A", Parcel "A" and delineated on the attached Exhibit "B"

Ordinance No. 2011-08  
EXHIBIT A  
Page 9 of 18

**CITY OF ESCONDIDO  
IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY  
ESC. DOCUMENT NO. M-43-08**

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the Escondido City Council.

This Offer of Dedication may be terminated and the right to accept the offer may be abandoned in accordance with the summary vacation procedures in Section 8300 et seq. of the Streets and Highway Code of the State of California. The termination and abandonment may be made by the Escondido City Council.

The GRANTOR hereby further offers to the GRANTEE the privilege and right to extend drainage structures and excavation and embankment of slopes beyond the limits of the herein described right-of-way where required for the construction and maintenance of a highway or other public purpose, RESERVING unto GRANTOR of the above-described parcel of land, his successors or assigns, the right to eliminate such slopes and/or drainage structures or portions thereof, when in the written opinion of the City Engineer of GRANTEE the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided that such substitution is first approved in writing by said Engineer, which approval shall not be withheld if the substitution is plausible.

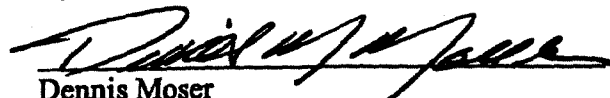
The GRANTOR hereby further offers to GRANTEE all trees, growths (growing or that may hereafter grow), and road building materials within said right-of-way, including the right to take or remove ground water as necessary to construct or maintain road, together with the right to use the same in such manner and such locations as said GRANTEE may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway or public purpose.

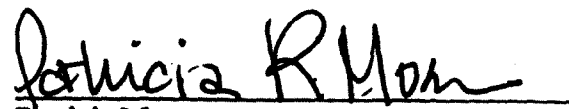
The GRANTOR, for himself, his successors and assigns, hereby waives any claim for any and all damages to GRANTOR's remaining property contiguous to the right-of-way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway or public purpose.

This Offer of Dedication shall be irrevocable and shall be binding on the GRANTOR(s), their heirs, executors, administrators, successors and assigns.

In Witness Whereof, the GRANTOR(s), Northeast Gateway, LLC, caused this Irrevocable Offer of Dedication to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Northeast Gateway, LLC, A Delaware Limited Liability Company,  
By: Moser Ventures Inc., Manager

  
Dennis Moser  
President

  
Patricia Moser  
Secretary



Ordinance No. 2011-08  
EXHIBIT A  
Page 10 of 18

## EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3 OF PARCEL MAP THEREOF NO. 6048, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON JUNE 16, 1977, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL "A"

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID PARCEL 3 AND THE EASTERLY RIGHT-OF-WAY OF 60 FOOT WIDE VALLEY CENTER ROAD AS SHOWN AND DESCRIBED ON SAID PARCEL MAP NO. 6048; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3, SOUTH 89°34'31" EAST, 33.10 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 04°14'38" WEST, 285.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY DEDICATED TO THE CITY OF ESCONDIDO PER DOCUMENT RECORDED DECEMBER 20, 2005 AS DOCUMENT NO. 2005-01089146 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY LINE NORTH 85°45'22" WEST, 33.65 FEET TO THE EASTERLY RIGHT-OF-WAY OF 60 FOOT WIDE VALLEY CENTER ROAD AS SHOWN AND DESCRIBED ON SAID PARCEL MAP NO. 6048; THENCE ALONG SAID EASTERLY LINE, NORTH 04°22'16" EAST, 283.30 FEET TO THE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.218 ACRE, MORE OR LESS.

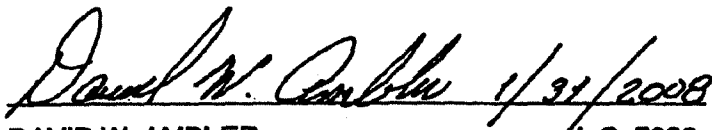
### PARCEL "B"

BEING A 10.00 FOOT WIDE STRIP OF LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE.

**BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE NORTH 04°14'38" EAST, 285.50 FEET TO THE NORTHERLY LINE OF SAID PARCEL 3, SAID POINT ALSO BEING THE POINT OF TERMINUS.**

**THE SIDELINES OF THE HEREINABOVE DESCRIBED 10.00 FOOT WIDE STRIP OF LAND SHALL BE SHORTENED OR EXTENDED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF PARCEL 3 OF SAID PARCEL MAP NO. 6048.**

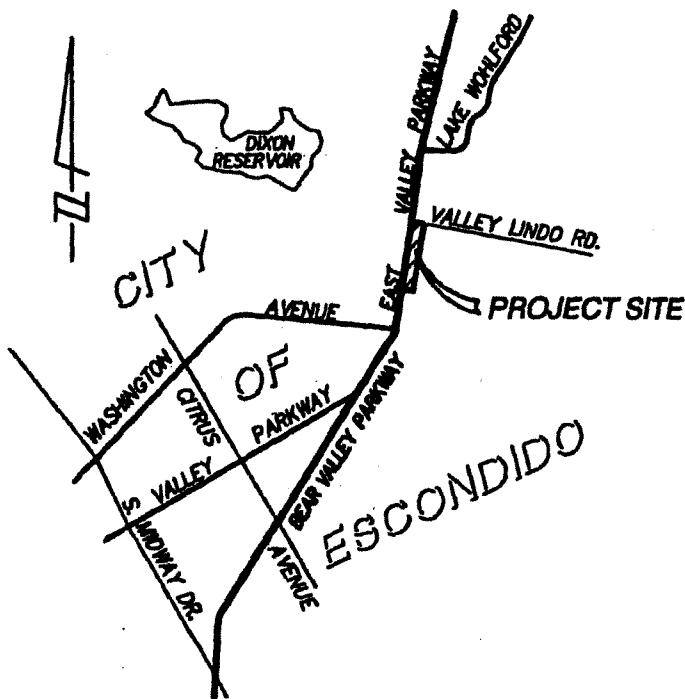
**THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.066 ACRE, MORE OR LESS.**

  
DAVID W. AMBLER L.S. 7322  
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



# EXHIBIT "B" DEDICATION PLAT

Ordinance No. 2011-08  
EXHIBIT A  
Page 12 of 18



VICINITY MAP  
NOT TO SCALE

**LEGEND:**

 INDICATES RIGHT-OF-WAY AREA TO BE DEDICATED.  
AREA = 0.218 ACRES

 INDICATES TEMPORARY CONSTRUCTION EASEMENT TO BE DEDICATED.  
AREA = 0.066 ACRES

P.O.B. POINT OF BEGINNING




**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC

*David W. Ambler* 1-31-2008  
DAVID W. AMBLER L.S. 7322  
EXP. 12-31-09

PLANNING 5707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING P:(619)558-4500 • F:(619)558-1414

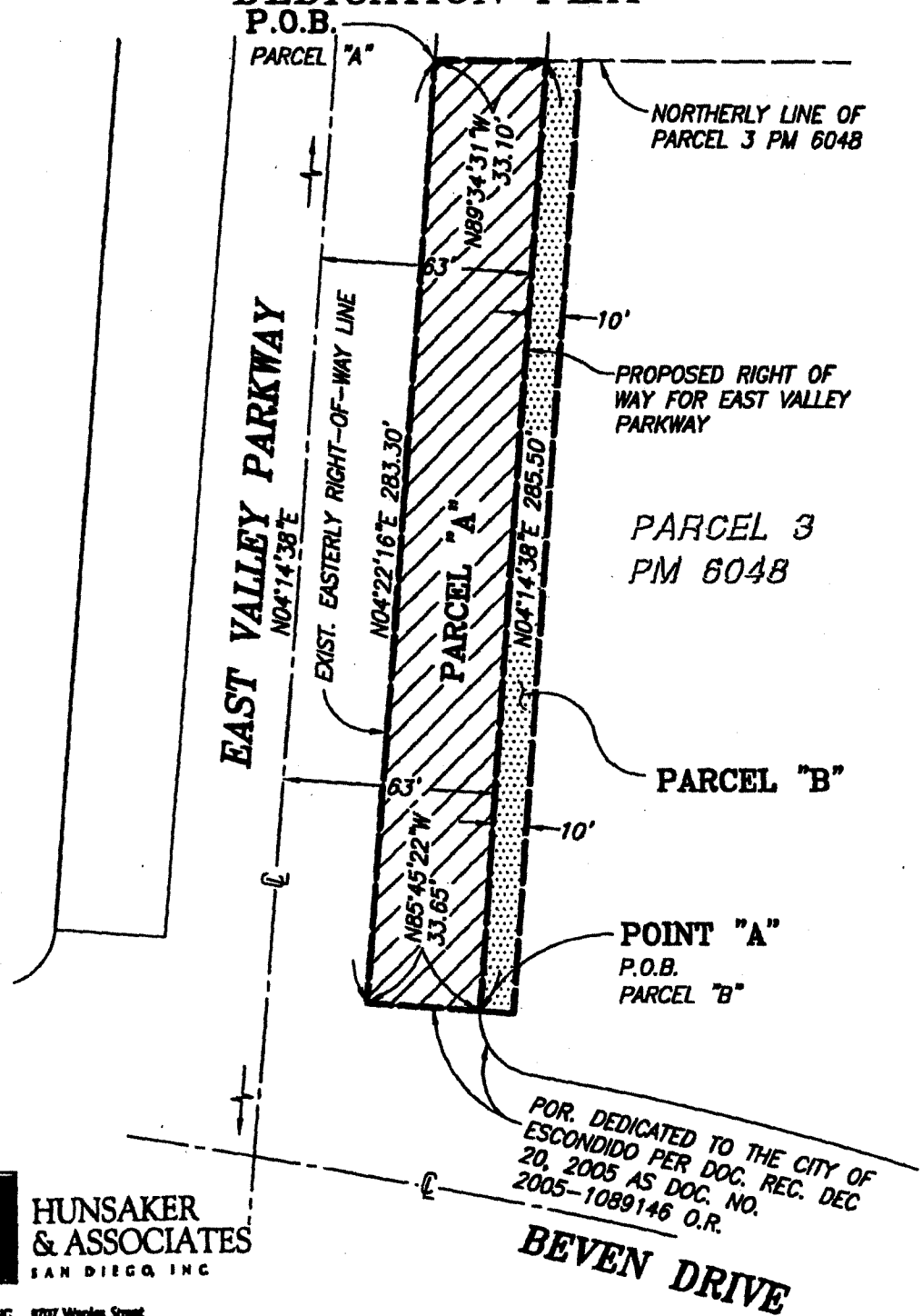
R:\0622\Map\DP EAST VALLEY PRKIN-DUNCAN SHT 01.DWG[ ]Jan-31-2008: 09: 49 W.O. 2505-2

Revised:	-	Date	-	<b>CITY OF ESCONDIDO</b>  <b>RIGHT-OF-WAY DEDICATION</b>	 <b>ESCONDIDO</b> City of Choice
Drawn By:	RZP	-	SCALE: -----		
Checked By:	KH	-	SHEET: 1 OF 2		
Approved By:	DA	-			

# EXHIBIT "B"

## DEDICATION PLAT

Ordinance No. 2011-08  
EXHIBIT A  
Page 13 of 18



**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC

PLANNING 5707 Wiggins Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(619)538-4500 FX(619)538-1414

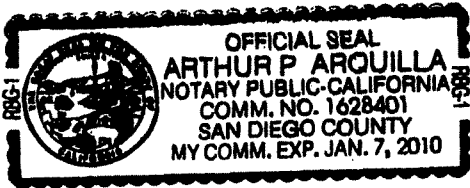
R:\0622\Map\DP EAST VALLEY PRKII-DUNCAN SHT 02.DWG[ ]Jan-31-2008 09:49 W.O. 2505-2

Revised: -	Date -	<b>CITY OF ESCONDIDO</b> <b>RIGHT-OF-WAY DEDICATION</b>	 <b>ESCONDIDO</b> City of Choice
Drawn By: RZP	-		
Checked By: KH	-		
Approved By: DA	-		
			SCALE: 1" = 50'
			SHEET: 2 OF 2

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

EXHIBIT A  
Page 14 of 18

State of California  
County of San Diego  
On 12/2/08 before me, ARTHUR P. ARQUILLA, NOTARY  
personally appeared Dennis M. Moser + Patricia A. Moser  
Date Here Insert Name and Title of the Officer  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Reduction

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

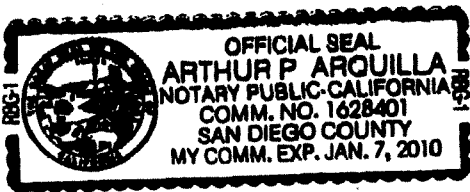
Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego }  
On 12/2/08 before me, ARTHUR P. ARQUILLA NOTARY }  
personally appeared Dennis M. Moser + Patricia A. Moser }  
Name(s) of Signer(s)

Ordinance No. 2011-08  
EXHIBIT A  
Page 15 of 18



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
Signature Arthur P. Arquilla  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Reduction

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

RECORDING REQUESTED BY

City of Escondido

And When Recorded Mail To:

City Clerk  
City of Escondido  
201 North Broadway  
Escondido, CA 92025

Ordinance No. 2011-08  
EXHIBIT A  
Page 16 of 18

No recording fee required; this document exempt from fee pursuant to Section 27383 of the California Government Code.

**CITY OF ESCONDIDO  
TEMPORARY CONSTRUCTION EASEMENT  
ESC. DOCUMENT NO. M-45-08**

This deed exempt from tax – Section 11922 of the California Revenue and Taxation Code

T.R.P. No.: 240-020-22

NORTHEAST GATEWAY LLC, A Delaware Limited Liability Company

owner of the hereinafter described land, hereby GRANT(S) to the CITY OF ESCONDIDO, a municipal corporation, an easement for the purpose of temporary access for roadway construction works for a period commencing no sooner than one year from the date of this document, but thereafter, from the time the City requests commencement of construction, and lasting until completion of said roadway construction, said period in no event to continue beyond completion of construction activities, over and across the following described land: City of Escondido Tract 933.

Ordinance No. 2011-08  
EXHIBIT A  
Page 17 of 18

**TEMPORARY CONSTRUCTION EASEMENT  
ESC. DOCUMENT NO. M-45-08**

TOGETHER with the right to grade, remove and reconstruct existing improvements, pavement, trenching and stripping . In addition reconstruction of the driveways, parking areas, asphalt pavement, PCC pavement, asphalt berm, relocation of utilities, private light, retaining walls, irrigation, landscaping, temporary fencing, metal fence, fence post, signs and water services are items of work to take place under this temporary construction easement.

PROVIDES HOWEVER, that all construction material left over after the completion of construction shall be removed from the property.

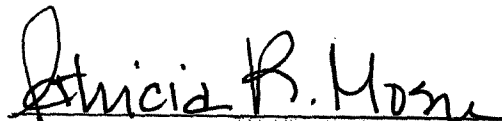
PROVIDES FURTHER, that GRANTORS, their successors and assigns, agree not to erect buildings or structures upon any portion of the above described Easement during the effective terms of this grant.

IN WITNESS WHEREOF, the GRANTOR has hereunto subscribed their names this \_\_\_\_\_ date of \_\_\_\_\_, 2008.

NORTHEAST GATEWAY, LLC, A Delaware Limited Liability Company  
By: Moser Ventures Inc., Manager


  
Signature

PRESIDENT  
Title

  
Signature

SECRETARY  
Title

Acknowledged and Accepted by the City of Escondido

  
Anne Marc Aurele, Real Property Manager



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

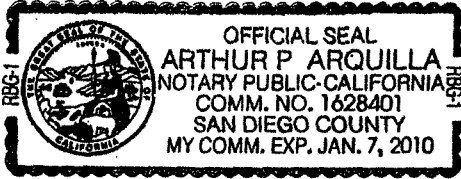
State of California

County of San Diego

Credence No. 2011-08  
Page 18 of 18

On 12/2/08 before me, Arthur P. Arquilla, Notary  
Date Here Insert Name and Title of the Officer  
personally appeared Dennis M. Moser & Patricia R. Moser  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

## CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.:   //  

Date: May 4, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Lori Vereker, Director of Utilities

**SUBJECT:** Update from the San Diego County Water Authority and Recision of the Response Level Two – Water Shortage Alert Condition

RECOMMENDATION:

It is requested that Council receive the annual update on the major issues and news relating to our wholesale water supply. It is also requested that Council declare an end to the Response Level Two – Water Shortage Alert Condition, and adopt Resolution No. 2011-59 rescinding Resolution No. 2009-74 that initiated the Level Two Response. We request that ongoing conservation and water management measures remain in place as defined in Ordinance 2008-30 (R), Sections 31-230 and 31-231.

FISCAL ANALYSIS:

None

BACKGROUND:

The new San Diego County Water Authority Board Chairman, Michael Hogan, and the City's representative to the Board, Marilyn Dailey, will present information on the imported water supply.

The update will include the following:

- Water supply update
- Regional water supply diversification program
- Investments in water reliability
- Cost of water – where the dollars go
- MWD rates and efforts to contain increases
- Water Authority challenges to MWD rate structure
- Water Authority rates and efforts to mitigate future increases

City staff is requesting an end to the Response Level Two – Water Shortage Alert Condition. Rainfall this year has adequately filled reservoirs within California. There is still some concern on the Colorado River water system, however there was some improvement this year. Staff is recommending that we continue water conservation measures so that water efficiency remains a priority. The City will require some increased water conservation in order to meet the State's 20/20 plan, which requires a 20% cutback in water use by the year 2020.

SDCWA Update  
May 4, 2011  
Page 2

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lori Vereker".

Lori Vereker  
Director of Utilities

RESOLUTION NO. 2011-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, RESCINDING RESOLUTION 2009-74 WHICH DECLARED A WATER SHORTAGE RESPONSE LEVEL 2 CONDITION THROUGHOUT THE CITY OF ESCONDIDO

WHEREAS, on May 20, 2009, the City Council adopted Resolution 2009-74 declaring a Water Shortage Response Level 2 - Water Shortage Alert Condition pursuant to the terms of Escondido Municipal Code Chapter 31, Article 5, Section 31-232; and

WHEREAS, the purpose of Resolution 2009-74 and the declaration of a Water Shortage Response Level 2 was to reduce residential water consumption by imposing specific day and duration requirements for the watering of outdoor landscape; and

WHEREAS, the rainfall this year has adequately filled reservoirs within California, and there has been some improvement in the Colorado River water system; and

WHEREAS, in light of the improved conditions, staff is recommending rescinding Resolution 2009-74 which initiated the Water Shortage Response Level 2; and

WHEREAS, ongoing conservation and water management measures will remain in place as defined in Ordinance 2008-30 (R), Sections 31-230 and 31- 231.

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

1. That the above recitations are true.
2. That the City Council hereby rescinds Resolution 2009-74 which declared

a Water Shortage Response Level 2.

3. That all ongoing conservation and water management measures will remain in place as defined in Ordinance 2008-30 (R), Sections 31-230 and 31- 231.



**Agenda Item No. 12**  
**Date: May 4, 2011**

**(X) There is no material for this agenda item**

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

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

**DUE TO THE SIZE OF THIS AGENDA ITEM:**

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



**Agenda Item No. 13**  
**Date: May 4, 2011**

**(X) There is no material for this agenda item**

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

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

**DUE TO THE SIZE OF THIS AGENDA ITEM:**

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



**FUTURE CITY COUNCIL AGENDA ITEMS**  
**April 27, 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, 4/25/11  
 Staff Reports/Resos due by Noon on Tuesday 5/3/11

<b>MAY 11, 2011</b>	
<b>CONSENT CALENDAR</b>	
1	<p><b>Quarterly Transportation and Community Safety Commission (TCSC) Meetings</b>            (E. Domingue)</p> <p><i>Conducting the TCSC meeting on a quarterly basis with the option to have an earlier emergency meeting on an as needed basis would conserve staff time as the current Commission's work load does not required monthly meetings. Flexibility would still be retained for additonal meetings as situations would require.</i></p>
2	<p><b>Resolution Authorizing A Contract For Third Party Administration Of Worker's Compensation Claims With Tristar Risk Management</b>            (S. Bennett)</p>
3	<p><b>Authorization to Approve and Execute Second Amendments for Two Chemical Contracts</b>            (L. Vereker)</p> <p><i>The increase in the amount of local water used this year has required the increased use of chemicals to ensure the quality of drinking water to our customers. This amendment will allow us to have enough chemicals on hand through the end of the fiscal year.</i></p>
4	<p><b>Bid Award for Fleet Replacement of Twelve Trucks</b>            (G. Rojas)</p> <p><i>On March 28, 2011, request for bids were mailed to nine vendors. Bids were opened and evaluated on April 13, 2011.</i></p>
5	<p><b>Bid Award for Sprinklers for Daley Ranch</b>            (J. VanLeeuwen)            (Need Green Sheet)</p>



<b>MAY 11, 2011 (cont.)</b>	
6	<p><b>Notice of Completion for Grading, Utilities and Construction Improvements - Escondido sports Center Project</b> (E. Domingue)</p> <p><i>The grading, utilities, and construction improvements for the Escondido Sports Center Project included a pedestrian ramp, sidewalk, 2 inch water main, sewer, a small section of storm drain, and two (2) pads for future Administration and Community Buildings.</i></p>
<b>PUBLIC HEARINGS:</b>	
7	<p><b>City of Escondido Landscape Maintenance District (LMD) for fiscal year 2011/12; Zones 1-36</b> (F. Schmitz)</p> <p><i>As part of the approval process for the annual Engineer's Report for LMD Zones 1-36, a public hearing is required to receive public input on the proposed assessments for the upcoming fiscal year., No Council action is required.</i></p>
8	<p><b>City of Escondido Landscape Maintenance District (LMD) for fiscal year 2011/12; Zones 37</b> (F. Schmitz)</p> <p><i>The initial assessment for LMD Zone 37 is proposed to be levied in FY 2011/2012. The property owner in Zone 37 must approve this initial assessment before it can be levied. A ballot has been sent to the property owner giving them the opportunity to approve or reject the proposed assessment. In addition, a public hearing is required to give the property owner the opportunity to give public input on the proposed assessment. No Council action is required.</i></p>
<b>CURRENT BUSINESS</b>	
9	<p><b>Presentation on Street Maintenance</b> (E. Domingue)</p> <p><i>Need green sheet</i></p>
10	<p><b>Review Draft of General fund Two Year Budget for FY 2011/12 and 2012/13</b> (G. Rojas)</p> <p><i>The City Council has been involved in ongoing budget discussions for FY 2011/12. They have directed staff to look at the possibility of a two year budget. This will be a review of all proposals to date.</i></p>
11	<p><b>Financial Report for the Quarter Ended March 31, 2011, and Amendments to the Fiscal Year 2010/11 Budget</b> (G. Rojas)</p> <p><i>Quarterly financial reports present written financial updates to Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for each fund, along with the actual resources received to date, in addition to the use of these resources in fulfilling each fund's financial plan. The reports also provide year to date information for the General Fund, Community Development Commission, Recreation Fund, Reidy Creek, Water, and Wastewater Funds.</i></p>

<b>MAY 11, 2011 (cont.)</b>	
	<b>WORKSHOP</b>
	<b>Financial Stability Element of 2011/2012 City Council Action Plan</b> (J. Masterson & G. Rojas)
	<i>The City Council Action Plan represents the City Council's collective vision for Escondido's future and the key activities that will be used to achieve that vision.</i>
	<b>Future Agenda Items (M. Whalen)</b>

Green Sheet Due by Noon on Monday, 5/2/11  
 Staff Reports/Resos due by Noon on Tuesday 5/10/11

**MAY 18, 2011 – NO REGULAR MEETING (Legis. Days)**