

Council Meeting Agenda

August 15, 2012

CITY COUNCIL CHAMBERS

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

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

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**August 15, 2012
3:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

II. §54956.9(B) ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE

Case Name: Dana Ray v. City of Escondido
Case No.: WCAB ADJ6871994/Claim No. 09243913

ADJOURNMENT



Council Meeting Agenda

**August 15, 2012
4:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE:

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

PRESENTATION: Escondido Girls Softball 14U Extreme Team
CX3 Student Group

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

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

CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/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.)

4. **AMENDMENT TO CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) CONTRACT TO PROVIDE SECTION 20475 (DIFFERENT LEVEL OF BENEFITS), SECTION 21362 (2% AT AGE 50) AND SECTION 20037 (THREE-YEAR FINAL COMPENSATION) FOR LOCAL POLICE SAFETY EMPLOYEES** – Request Council approve amending the CalPERS contract to provide a second-tier level of benefits for employees hired after the adoption of the 2% at 50 retirement benefit calculation and a three-year final compensation calculation for local Police Safety employees. (APPROVED WITH A VOTE OF 5/0 on July 25, 2012)

ORDINANCE NO. 2012-16R (Adoption and Second Reading)

PUBLIC HEARING

5. **SHORT-FORM RENT INCREASE APPLICATION FOR MOBILE PARK WEST** – Request Council consider the short-form rent increase application submitted for Mobile Park West and if approved, grant an increase of 75% of the change in the Consumer Price Index, or 2.989% (an average of \$11.41 per space), for the period of December 31, 2009 through December 31, 2011.

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

RESOLUTION RRB NO. 2012-09

CURRENT BUSINESS

6. **RGP 87 – SEWER OUTFALL MITIGATION WORK AND BUDGET ADJUSTMENT** – Request Council authorize the Mayor and City Clerk to execute a Public Improvement Agreement with the lowest responsible and responsive bidder in an amount not to exceed \$2,000,000 for RGP 87 – Sewer Outfall Mitigation Work at Kit Carson Park; and approve a Budget Adjustment in the amount of \$2,050,000.

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

RESOLUTION NO. 2012-135

FUTURE AGENDA

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

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

ORAL COMMUNICATIONS

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COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
August 22	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers
August 29	-	-	No Meeting	-
September 5	-	-	No Meeting	-
September 12	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

- Online at www.escondido.org/meeting-agendas.aspx
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

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

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org and clicking the "Live Streaming – City Council Meeting now in progress" button on the home page.

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

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.**

(Verify schedule with City Clerk's Office)

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-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.

ORDINANCE NO. 2012-16R

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO THE
CONTRACT BETWEEN THE CITY OF
ESCONDIDO AND THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

SECTION 1. That an amendment to the contract between the City Council of the City of Escondido and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto as Exhibit "A", and by such reference made a part hereof as though herein set out in full.

SECTION 2. That the Mayor of the City of Escondido is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. That this Ordinance shall take effect 30 days after the date of its adoption and prior to the expiration of 15 days from the passage thereof shall be published at least one time in a newspaper of general circulation, published and circulated in the City of Escondido and thenceforth and thereafter the same shall be in full force and effect.



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Escondido

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1958, and witnessed August 6, 1958, and as amended effective August 1, 1964, December 1, 1968, July 1, 1973, January 1, 1974, February 7, 1975, July 1, 1977, November 1, 1978, August 1, 1980, July 1, 1982, June 28, 1987, December 25, 1988, June 25, 1989, May 27, 1990, January 1, 1991, June 1, 1991, October 9, 1993, January 20, 1996, May 25, 1996, January 2, 1998, July 12, 1998, July 11, 1999, January 9, 2000, November 12, 2000, June 24, 2001, September 26, 2004, July 1, 2007 and May 27, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective May 27, 2012, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous members and age 50 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members)
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
- a. **PROGRAM PERSONNEL HIRED ON OR AFTER JULY 1, 1973;
AND**
 - b. **BUS DRIVERS HIRED ON OR AFTER FEBRUARY 7, 1975.**
6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. This contract shall be a continuation of the contract of the Escondido Community Development Commission, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred July 1, 1996.
8. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

9. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment on or after July 1, 2007 shall be determined in accordance with Section 21354.3 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (3% at age 60 Full and Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member entering membership in the fire classification on or prior to May 27, 2012 and for those local police members entering membership in the police classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after May 27, 2012 and for those local police members entering membership for the first time in the police classification after the effective date of this amendment to contract shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From November 1, 1978 and until June 28, 1987, the normal local safety member contribution rate shall be 2.75%. Legislation repealed said Section effective September 29, 1980.
 - d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
 - e. Section 20042 (One-Year Final Compensation) for local miscellaneous members, and for those local fire members entering membership on or prior to May 27, 2012 and local police members entering membership on or prior to the effective date of this amendment to contract.

- f. Section 20965 (Credit for Unused Sick Leave).
- g. Section 21024 (Military Service Credit as Public Service).
- h. Section 20692 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) for local police members only.
- i. Section 21548 (Pre-Retirement Option 2W Death Benefit).
- j. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local fire members entering membership for the first time in the fire classification after May 27, 2012.

Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local police members entering membership for the first time in the police classification after the effective date of this amendment to contract.

- 13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 1, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF ESCONDIDO

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN ON EXHIBIT C

PLEASE DO NOT SIGN EXHIBIT

RENT REVIEW BOARD

For City Clerk's Use:

APPROVED **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: 5

Date: August 15, 2012

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Jerry VanLeewen, Director of Community Services

SUBJECT: Short-form Rent Increase Application for Mobile Park West

RECOMMENDATION:

- Consider the short-form rent increase application submitted for Mobile Park West Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2012-09 granting an increase of seventy-five percent (75%) of the change in CPI, or 2.989% (an average of \$11.41) for the period December 31, 2009, through December 31, 2011.

INTRODUCTION:

Mobile Park West Mobilehome Park ("Park") has filed a short-form rent increase application. The Board is asked to consider the application, accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines (Section 12). The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Mobilepark West is an all-ages Park located at 2700 E. Valley Parkway. The Park contains 314 spaces, and 216 of the spaces are subject to rent control. The application requests an increase of less than the full 2.989% for 27 spaces as those space rents will reach the maximum amount that the Park will charge for those spaces. The Park has requested a zero increase for 6 spaces occupied by residents who are currently participating in the City of Escondido or the HUD Section 8 subsidy programs. Of the remaining spaces, one home is occupied by the Park Manager, and the others are either vacant or on long-term leases. The current average space rent for all spaces under rent control is \$425.34.

Common facilities include a clubhouse with a kitchen, billiard room, card room, library, arts and crafts room, exercise room, swimming pool and space and a barbeque area. The Park also has two laundry facilities, two RV storage areas and a car wash facility.

PARK OWNER'S REQUEST:

Under the short-form policy guidelines, the Park owner is requesting an increase of seventy-five percent (75%) of the change in the Consumer Price Index (CPI) covering the period of December 31, 2009, through December 31, 2011. The average increase requested is \$11.41 per space, per month, which is a 2.989% increase for the two year period.

The application meets the eligibility criteria for submittal of a short-form rent increase application. The last rent increase for the Park was granted in August of 2010. The Rent Review Board granted an increase equal to 75% of the change in the CPI for the two-year period of June 30, 2007, to June 30, 2009, for an increase of 2.92% of the base rent per space, per month.

RESIDENT MEETING AND COMMENTS:

Residents of Mobile Park West were invited to attend a meeting in their clubhouse on July 10, 2012, at 6:00 p.m., at which time staff reviewed the short-form hearing and code inspection procedures. Chad Casenhiser, the Owner's representative, the Park manager, and the resident co-representatives Don Greene and Joe McCoy (HOA Board President), attended the meeting. In addition, there were approximately 41 residents in attendance. Among the issues raised were the conditions of driveways and tree root damage, the community pool, lighting and mailboxes and recent water shut-offs. Non-physical issues included: security and the patrol company, park emergency contact information and the lack of response from the police, slow response of park staff especially on weekends, office hours, selective enforcement of the rules, minors not obeying the rules of the park, vandalism in common areas, monitor/lifeguard for the pool, level of general maintenance/cleaning, towing of cars parked on the streets, speeding in the park, and plans for the old shuffleboard court. The residents also discussed the possibility of creating a neighborhood watch.

Additional meetings between the Park owner's representative and the resident representatives began on July 19th. To discuss Park issues and the upcoming rent control hearing. Specific items discussed included implementing a driveway replacement schedule and a tree root program, replacement of fencing behind the western laundry facility and RV storage area, and additional staffing for maintenance/cleaning. Negotiations between Park management and residents have produced positive results. Mr. Casenhiser and Mr. Greene will address the Board at the hearing on August 15, 2012 regarding the status of these negotiations.

CODE INSPECTION REPORT:

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

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, a decision of the Board granting the requested increase will be finalized by adoption of a Resolution confirming the findings of the public hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon decision of the Board.

The 90-day notice of a rent increase, if granted, may be sent to the residents by the Park owner immediately upon the adoption of the Resolution. The implementation of any rent increase is further subject to clearance of all Health and Safety Code violations noted in the Code Inspection report.

STAFF RECOMMENDATION:

- Consider the short-form rent increase application submitted for Mobile Park West Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2010-01 granting an increase of seventy-five percent (75%) of the change in CPI, or 2.989% (an average of \$11.41) for the period December 31, 2009 through December 31, 2011.


Respectfully Submitted,


Jerry VanLeewen
Director, Community Services



DATE: July 24, 2012

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER 

SUBJECT: MOBILE PARK WEST

Mobile Park West was inspected on July 23, 2012, with the lighting inspection conducted the morning of July 19, 2012, as a result of an application for rent increase having been filed. There were ten general violations found during the park inspection and two violations found during the lighting inspection which are noted in the attached report.

A resident meeting was held on July 10, 2012, attended by 41 residents, Chad Casenhiser (management company representative) and Mike Flowers (on-site manager).

There were no Code Enforcement cases opened during the past year.

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



July 24, 2012

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Escondido Mobile Park West

Park Owner: CEJ Management LLC
99 Pacific St., Bldg. 375-E
Monterey, CA 93940

Park Manager: Michael Flowers **Phone:** (760) 747-1616

Inspection Date: 07/23/12 **Inspector:** S. Moore/D. Hippert

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

General Violations:

1. Repair/replace the broken panel behind the clothes dryer in the east laundry building. **25 CCR 1605 (f)**
2. Re-seal the base of the toilet and repair the leaky sink faucet in the bathroom of the east laundry building. Repair the loose sink faucets in both the east and west laundry buildings. **25 CCR 1605 (e)**
3. Remove the wood and debris behind the east laundry building and in the clothes line area, adjacent to the west laundry building. **25 CCR 1120 (c)**

4. Repair/replace the rain gutter/drain on the exterior roof of the west laundry building. **25 CCR 1605 (g) (2)**
5. Replace the missing electrical outlet cover in the library building. Replace the cover over the ceiling light fixture and replace the burned-out out light bulb in the recreation/craft room. Install new light bulbs in the recessed lighting fixtures in the clubhouse. Replace light fixture covers for park buildings where necessary. **25 CCR 1605 (d) (1), 25 CCR 1605 (a) (6)**
6. Repair the sliding glass door in the clubhouse and repair the loose tiles on the countertop in the billiard room. **25 CCR 1605 (a) (6), 25 CCR 1605 (g) (2)**
7. Replace the cover over the ceiling exhaust fan in the men's bathroom inside the clubhouse. **25 CCR 1605 (f) (2)**
8. Repair the loose handrails on the swimming pool and spa. **25 CCR 1608 (a) (6), 25 CCR 1608 (i)**
9. Install new handrails on the stairs located behind the clubhouse and library, which conform to current building code requirements. **25 CCR 1102 (d), 25 CCR 1605 (k)**
10. Repair the concrete drainage way adjacent to the parking lot near the office building. **25 CCR 1102 (a), 25 CCR 1116 (a)**

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; 07-19-12)**

1. Repair/replace the inoperable light adjacent to spaces 221/222, and repair/replace the flickering light adjacent to spaces 314/315.
2. Trim the vegetation away from the street light fixtures adjacent to spaces 312/313 and spaces 316/317.

MOBILEHOME PARK RENT REVIEW

RESIDENT REPRESENTATIVE REPORT FORM

Park Name MOBILE PARK WEST
Date of Inspection 7/23/2012
Resident Representative DON GREENE

This park will be inspected as a result of an application having been filed for a rent increase. The Code Enforcement Division will base their inspection under provisions outlined in the California Health and Safety Code, Division 13, Part 2.1; California Code of Regulations – Title 25, the Escondido Zoning Code, Article XLV; and the Escondido Municipal Code, Section 6-480 Property Maintenance.

The report compiled by the Code Enforcement Division will address the health and safety issues related to the common areas of the mobile home park and those items for which the repair and maintenance is the responsibility of the owners and managers of the park. The attached list is to assist you and the residents in noting your current concerns so that they can be addressed as part of the process.

At the time of the inspections, each item on this list will be discussed with the participants. If it is a violation of Title 25 it will be made part of the Inspection Report.

Occasionally there are no concerns noted by park residents. If that is the case, we ask that you check the appropriate statement below, sign the form and return it to the Code Enforcement Division.

The residents have expressed no specific concerns or issues at this time.

The residents have expressed the specific issues and concerns that are noted on the accompanying pages of this report.

DON GREENE
Print Name of Resident Representative

[Signature]
Signature

7/23/12
Date

760-239-9197
Space # / Phone Number

City of Escondido
Code Enforcement Division
201 N. Broadway
Escondido, CA 92025
(760) 839-4650

**RENT CONTROL INSPECTION CHECKLIST
RESIDENT COMMENTS**

Responsible person: There shall be a person available who shall be responsible for the operation and maintenance of the mobile home park. The person or designee shall reside in parks of 50 units or more, and shall have knowledge of emergency procedures of the park facilities.

N/A

Rubbish, accumulation of waste material: The park shall be kept clean and free of the accumulation of refuse, garbage, rubbish, excessive dust or debris.

THE TRASH CANS THROUGHOUT COMMON AREAS AND CLUBHOUSE ARE NOT
EMPTIED REGULARLY - INCLUDING THE DOG RUN AREA LITTER BIN CANS.

Drainage: The park common areas and roadways shall be graded and sloped to provide storm drainage runoff. Standing water should evaporate within 72 hours.

DRAINAGE ON STREETS IS GOOD. WATER DOES STAND FOR MORE THAN
72 HOURS AT BOTTOM OF MAIN DRAIN IN PARK. POTENTIAL VECTOR
CONTROL ISSUE.

Building and park lighting: During hours of darkness, artificial lighting shall be maintained in accordance with requirements of Title 25.

LEVEL OF LIGHTING IS ADEQUATE. SEE ATTACHMENT FOR SPECIFIC LIGHTING ISSUES.

Lot address identification: Each lot shall be identified by letters, numbers or a street address mounted in a conspicuous place facing the roadway.

N/A

Permanent park buildings: Park buildings, structures and facilities shall be maintained free from hazards.

SEE ATTACHED.

Emergency information: Emergency information is to be printed and posted in a conspicuous location and shall contain the following telephone numbers/information:

- Fire Department
- Police Department
- Park office
- Responsible person for operation and maintenance
- Code Enforcement
- Park location – address
- Nearest public telephone

N/A

Other questions, comments or concerns:

PLEASE SEE ATTACHED.

Mobile Park West Resident Representative Report Form Addendum A

Concerns of Residents:

1. **Driveways:** Most driveways are comprised of asphalt. Many of these driveways are deteriorating with time and need either repairs or replacement. The driveways inspected by the residents and found in need of repair. The issues range from need for general repair (e.g. deterioration of the asphalt creating trip hazards at the ribbon curbing) to tree roots raising and cracking causing issues. The sample of the driveways are in the following spaces:

5, 19, 23, 284, 127, 161, 164, 263, 260, 257, 254, 191, 202, 187, 184, 92, 96, 104, 300, 305, 307, 299, 38, 48, 218, 219, 71, 188, 276, 169

2. **East Laundry Room:** The laundry room was inspected by residents and the following concerns were found:

- Debris behind building
- Electric wire for charging cart left out *ok*
- Extension cord outside of building *ok*
- Sump area for washers a trip hazard
- Leaky commode in bathroom
- Leaky faucets at both basins
- Panel behind dryer assembly exposing wires
- Broken and missing light covers on exterior lights *ok*

3. **East RV Storage Area:** The storage area was inspected by residents and the following concerns were found:

- Weeds *ok*
- Debris along back wall and in back corner *- old gates*

4. **West Laundry Room:** The laundry room was inspected by residents and the following concerns were found:

- Drain plug outside a trip hazard *ok*
- Debris in laundry hanging area
- Fencing in need of repair
- Storm drain pulling away from fascia boards
- Sump area for washers trip hazard

5. **West RV Storage Area:** The storage area was inspected by residents and the following concerns were found:

- Fence in need of repair or replacing
- Debris in back of lot *ok*

6. **Space #127:** The amount of concerns raised at Space 127 were so great that individual notes need be taken:

- Tree roots causing cracked concrete walkway
- Roots problem in backyard, causing electric pedestal to raise and foundation to crack
- Roots causing house to shift, damage to skirting evidence of this
- Liquid amber roots still producing shoots from removed tree, but did not remove the roots
- Walkway lip is raised because of roots.

7. **Park Area:** Weeds continue to be a concern in the ground cover.

8. **Clubhouse:** The residents inspected the clubhouse and found the following items:

- Back rail loose on stairs leading to read door
- No railing on step path near new play area
- Exposed rebar protruding from ground, trip hazard
- Light cover missing in new play area (south)
- Water sprinkler valve area exposed, loose PVC pipes *work in progress*

9. **Pool Room:** Recessed lighting not working in pool room *Bell, and*
loose files on side storage cabinet

10. **Men's Bathroom:** No cover for fan assembly

11. **Main Room:**

- Cable cover pulled away from wall ✓ *ok*
- Large, flat screen tv on fire place ledge needs strapping down for earthquake and drop hazard

12. **Card Room:**

- Electric outlet pulled away from wall *ok*

13. **Pool:**

- Loose railing – north side of pool
- Loose railing – Jacuzzi
- Spa rules sign missing from Jacuzzi

14. **Library:**

- Electric plug cover missing (by door)
- Main light covers not cleaned in a while

RESOLUTION NO. RRB 2012-09

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

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

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

WHEREAS, a short-form rent increase application pursuant to Section 12 of the Rent Review Board Guidelines was filed on May 28, 2012 and amended on July 2, 2012, by Chad Casenhiser, the Owner's representative of Mobile Park West Mobilehome Park ("Park"), located at 2700 E. Valley Parkway in Escondido. The short-form rent increase applies to 216 of the 314 spaces; and

WHEREAS, this is the ninth rent increase application filed by the Park since the Ordinance became effective in 1988. The last short-form rent increase of 2.92%, or approximately \$11.60 per space, per month, was granted at a Rent Review Board Hearing held on August 28, 2010, and formally adopted by Rent Review Board Resolution 2010-01; and

WHEREAS, at the time of the current short-form rent increase application, the average monthly space rent was \$425.34 for the 216 spaces subject to the rent

increase. The owner requested a rent increase in the amount of seventy-five percent (75%) of the change in the Consumer Price Index (CPI) for the period December 31, 2009, through December 31, 2011, in accordance with the Rent Review Board short-form policy guidelines. The short-form rent increase application estimated this amount to be an increase of 2.989% per space, per month (an average of \$11.41 per space, per month); and

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

WHEREAS, on July 23, 2012, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed and it noted health and safety code violations in the Park; and

WHEREAS, on August 15, 2012, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from the Park owner's representative, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 2.989%, an average of \$11.41 per space, per month, for the 216 spaces which are subject to a rent increase.

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

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the short-form Guidelines ("Guidelines").
3. That following the Guidelines, an increase based on seventy-five percent (75%) of the change in the CPI for San Diego County from December 31, 2009, through December 31, 2011, would amount to 2.989%, which averages \$11.41 per space, per month, for the 216 spaces that are subject to a rent increase.
4. That the Board concluded that an increase of 2.989% is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.
5. That the short-form rent increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection Report.
6. That the short-form rent increase may be implemented upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6 Revised
Date: August 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: RGP 87 – Sewer Outfall Mitigation Work

RECOMMENDATION:

The Utilities Department requests that Council: 1) Adopt Resolution No. 2012-135 authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Southland Paving, Inc. for the project titled "Regional General Permit (RGP) 87 – Sewer Outfall Mitigation Work at Kit Carson Park" in the amount of \$882,000.00 and 2) approve a budget adjustment in the amount of \$1,000,000.00.

FISCAL ANALYSIS:

Sufficient funds are located in the Wastewater CIP. The attached Budget Adjustment Request details the allocation of \$1,000,000 to this Sewer Outfall Mitigation Work project. This adjustment results in no net change to the overall Wastewater CIP.

PREVIOUS ACTION: Resolution 2006-51 certified a mitigation project to restore wetland habitat disturbed in the course of Outfall maintenance work.

BACKGROUND:

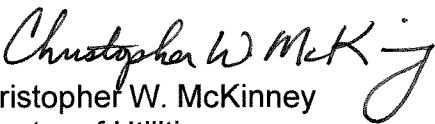
The Escondido sewer land outfall is approximately 14 miles in length, running along Escondido Creek from the HARRF to the San Elijo Lagoon in Encinitas. Through most of its length the land outfall is accessed via an unimproved maintenance road. Maintenance activities are required to ensure the continued safe and efficient operation of the land outfall. The department received from the jurisdictional agencies that would allow the City to conduct maintenance work. The agencies involved include the US Army Corps of Engineers, California Fish and Game, US Fish and Wildlife and the San Diego Regional Water Quality Control Board, among others. Some of that work along the outfall will impact habitats. Mitigation of those impacts is required by the agencies. This project, Sewer Outfall Mitigation Work at Kit Carson Park ("Park"), will take place at a 2.8-acre site within the Park that has been previously disturbed. The project will remove material that had been dredged from Sand Lake in the past and stockpiled on the site. The site will then be graded and planted with native vegetation to restore the area as a wetland.

Due to an environmental time restriction to perform the necessary work, September 15 through February 15, it was necessary to expedite the bidding and contract award phase of the project to

RGP 87 – Sewer Outfall Mitigation Work
August 15, 2012
Page 2

avoid losing another full year. Bids were opened on August 9, 2012. Southland Paving, Inc. was found to be the lowest responsive and responsible bidder.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: August 14, 2012
Department: Utilities
Division: Wastewater
Project/Budget Manager: Craig Whittemore 4038
Name Extension
Council Date (if applicable): August 15, 2012
(attach copy of staff report)

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

ML

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Outfall Mitigation Project (1,000,000 increase), Outfall Maintenance (200,000 decrease), HARRF Secondary Clarifier Rehab (100,000 decrease), Land Outfall Cathodic Protection (200,000 decrease), Collection System Maintenance (500,000 decrease).

Explanation of Request:

To fund the mitigation project, to be done at Kit Carson Park, required by Regional General Permit (RGP) 87 as part of the Sewer Outfall Operations & Maintenance project.

APPROVALS

Christopher W. McK... 08.14.2012 Date City Manager
Jack Cox Cleveland 8/14/12 Date City Clerk

RESOLUTION NO. 2012-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH SOUTHLAND PAVING, INC. FOR THE RGP 87 – SEWER OUTFALL MITIGATION WORK AT KIT CARSON PARK

WHEREAS, it is in the best interest of the public and sewer rate payers to perform required sewer outfall maintenance; and

WHEREAS, permits received for this work from the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service state that maintenance work on the sewer outfall cannot begin until the construction on this Project has begun; and

WHEREAS, the City of Escondido published a public notice inviting bids for the RGP 87 – Sewer Outfall Mitigation Work at Kit Carson Park (the “Project”); and

WHEREAS, Southland Paving, Inc. was found to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said bid for the Project.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Utilities and finds Southland Paving, Inc. to be the lowest responsive and responsible bidder.

3. That the Mayor and City Clerk are therefore authorized to execute, on behalf of the City, a Public Improvement Agreement (“Agreement”) with Southland Paving, Inc. A copy of the Agreement is attached as Exhibit “1” and is incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

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

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

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

RGP 87 MITIGATION

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

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of **eight hundred and eighty two thousand dollars (\$882,000)**.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **two-hundred and forty (240) calendar days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due

to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the **MILESTONE** work is not completed by the specified **MILESTONE DATE October 30, 2012**, the rate shall be **\$12,500/ day per calendar day until the MILESTONE WORK IS COMPLETE**.

If the overall project is delayed **one (1) calendar day or more**, the rate shall be **\$200/day**.

Acknowledged:

Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.
7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
 - (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
 - (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project,

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

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

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

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

must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

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

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

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

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

Contractor's License No.

Tax ID/Social Security No.

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

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

FUTURE CITY COUNCIL AGENDA ITEMS
August 9, 2012

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

AUGUST 22, 2012

4:30 p.m.

CONSENT CALENDAR

Lindley Reservoir Replacement Project

(C. McKinney)

The existing 2,000,000 gallon steel tank serving the Lindley Zone is deteriorating and in need of replacement. This project will replace the existing reservoir with two new 1.5 million gallon pre-stressed concrete reservoirs.

Escondido Public Library Expansion Design Concept Scope of Services Contract

(J. Greenberg)

The scope of services is for architectural consultant services for the conceptual design expansion of the Escondido Public Library as listed in the CIP budget.

Lease Agreement with 4 Seasons Nail & Spa at: 2257 East Valley Parkway

(E. Domingue)

On September 8, 2010, the City consented to the Assignment of the Lease Agreement between the City and Yen K. Bradley ("original agreement") to 4 Seasons Nail & Spa for the operation of a nail salon. The original agreement expires on August 31, 2012. The proposed new Lease Agreement is intended to extend the term for an additional three (3) years and update the lease to reflect 4 Seasons Nail & Spa as the Lessee.

First Amendment to Lease Agreement with Haircuts Plus at: 2255 East Valley Parkway

(E. Domingue)

The City and Haircuts Plus entered into a Lease Agreement on September 1, 2007 for the operation of a full service beauty salon and family haircutters. The lease agreement expires on August 31, 2012. This First Amendment to Lease Agreement will extend the lease term for another three (3) years.

Resolution Establishing the Property Tax Rate and Fixed Charge Assessments for Bonded Indebtedness for Fiscal Year 2012-13

(G. Rojas)

Each year, a property tax rate is established to generate an amount of revenue from the property tax base that is sufficient to pay the General Obligation Bond debt service (principal and interest) for the current tax year.

AUGUST 22, 2012

Continued

CONSENT CALENDAR CONTINUED

Second Quarter 2012 Treasurer's Investment Report

(K. Hugins)

In accordance with the City's Investment Police, the City Treasurer is required to submit an investment report to the City Council for review on a quarterly basis. The report will include the type of investment, issuer, date of maturity, par value, book value and market value for each security held by the City.

PUBLIC HEARINGS

Appeal of Planning Commission Determination (PHG 11-0033)

(B. Redlitz)

The Escondido Planning Commission considered a request for a Conditional Use Permit (CUP) for the residential-care facility and voted 4-1 to deny the CUP on July 24, 2012. The applicant has submitted an appeal of the Planning Commission determination.

Short-Form Rent Review Board Hearing for Green Tree Mobilehome Estates (7:00 p.m.)

(J. Van Leeuwen)

The application meets all eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24 month period of consideration from December 31, 2009 to December 31, 2011. 75% of the change in the Consumer Price Index for the 24 month period is 2.989%. The owner is requesting an increase for 86 of the 104 spaces in the Park. Spaces not listed on the application request are on long-term leases, are rentals or are vacant. The average space rent for the 86 spaces subject to rent control is \$505.34. The average increase per space is approximately \$15.07.

CURRENT BUSINESS

Keys to Housing: Ending Family Homelessness Initiative Presentation

(J. Van Leeuwen)

Keys to Housing is a regional coalition committed to ending the crisis of family homelessness in San Diego County and is consistent with the programs that constitute Escondido Continuum of Care. The Housing Toolbox, an online resource which identifies regional strategies and actions to address family homelessness, can be used as a planning tool for organizations and communities.

Future Agenda Items (D. Halverson)

AUGUST 29, 2012

No Meeting (5th Wednesday)