



Council Meeting Agenda

August 24, 2011

CITY COUNCIL CHAMBERS

4:30 p.m. Regular Session

201 N. Broadway, Escondido, CA 92025

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

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**August 24, 2011
4:30 p.m. Meeting**

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

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

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 July 13, 2011**

4. **AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND JEFF KATZ ARCHITECTURE FOR ARCHITECTURAL SERVICES FOR FIRE STATION #4** – Request Council authorize the Mayor and City Clerk to execute a contract with Jeff Katz Architecture for \$200,000.00 for the reconstruction of Fire Station #4.

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

RESOLUTION NO. 2011-117

5. **PURCHASE OF UNLEADED FUEL** – Request Council authorize the purchase of unleaded fuel for the City fleet in the amount of \$260,000.00, through a cooperative purchase agreement with the City of San Diego, pursuant to Municipal Code Section 10-90. This fuel will be purchased from The SOCO Group Incorporated.

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

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 titles of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

6. **ADOPTION OF THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM AND ENFORCEABLE OBLIGATION SCHEDULE** – Approved on August 17, 2011, with a vote of 5/0.

ORDINANCE NO. 2011-11 (R) Adoption and Second Reading

PUBLIC HEARINGS

7. **SHORT-FORM RENT INCREASE APPLICATION FOR CASA GRANDE MOBILE ESTATES**
Request Council approve a rent increase of 75% of the change in the Consumer Price Index for the period from December 31, 2008, to December 31, 2010, in the amount of \$6.31 per space per month.

Staff Recommendation: Approval: **(Housing Division: Jerry VanLeeuwen)**

RESOLUTION NO. RRB 2011-07

FUTURE AGENDA

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

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

ORAL COMMUNICATIONS

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

COUNCIL MEMBERS COMMITTEE REPORTS/COMMENTS/BRIEFING

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
August 31	No Meeting			
September 7	No Meeting			
September 14	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
September 21	No Meeting			
September 28	Wednesday	4:30 p.m.	Workshop: Charter City	Mitchell Room

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and selecting: City Council/broadcasts of City Council Meetings/live video streaming.

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

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

(Verify schedule with City Clerk's Office)

**Members of the Council also sit as the Community Development Commission
and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Thursday 7:30 a.m. to 5:30 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.

CITY OF ESCONDIDO

July 13, 2011
3:30 p.m. Meeting

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, July 13, 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 add the following item to the Closed Session pursuant to Government Code Section 54954.2(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda; and to recess to Closed Session. Motion carried unanimously.

ADDED ONE ITEM:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Government Code §54956.9(a)

- a. Halbert v. County of San Diego, et al, Case No. 07-CV-1607-L(LSP)

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)

- a. City Manager
b. City Attorney

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

- a. Property: 455 N. Spruce St., 480 N. Spruce St., and 525 N. Quince St.
Agency Negotiator: Clay Phillips
Negotiating parties: City and JMI Sports
Under negotiation: Price and terms of payment
- b. Property: A parcel on the north side of West Valley Parkway between City Hall and the California Center for the Arts, Escondido, APN#229-372-20
Agency Negotiator: Charles Grimm
Negotiating parties: City of Escondido and Various Parties
Under negotiation: Price and terms of payment

ADJOURNMENT

RECESSED TO THE REGULAR MEETING AT 4:30 P.M.

CITY OF ESCONDIDO

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

Escondido City Council Community Development Commission Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council, Community Development Commission and Mobilehome Rent Review Board was called to order at 4:30 p.m. on Wednesday, July 13, 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.

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

PRESENTATIONS

Mayor Abed introduced Maria Bowman, Mercado Business Association, who gave a presentation on the renovation of the Mercado District.

PROCLAMATIONS

Mayor Abed introduced Jerry Van Leeuwen, Community Services Director, who accepted a proclamation for Parks and Recreation Month, July 2011.

ORAL COMMUNICATIONS

Melinda Santa Cruz, Escondido, stated there were illegal fireworks in her area during the holiday weekend.

Joe McCoy, Escondido, indicated his mobilehome park had a parade and family activities to celebrate the 4th of July Holiday.

Shari Pence, Riverside, Construction Industry Force Account Council (CIFAC) Representative, distributed information and wanted to present an alternative to the charter city proposal.

Ralph Ginese, Escondido, read a letter from an employee who did not agree with the proposed pension changes and reduction in wages.

CONSENT CALENDAR

Councilmember Gallo removed items 6, 8 and 9 and Councilmember Waldron removed item 4 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron that the following Consent Calendar items be approved with the exception of items 4, 6, 8 and 9. 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 June 8, 2011
Regular Meeting of June 15, 2011**

- 4. **AWARD OF BID FOR LEGAL ADVERTISING FISCAL YEAR 2011-12** – Request Council award the bid for the City’s legal advertising for a one-year period to North County Times. (File No. 0600-10 [A-3021])

Staff Recommendation: Approval (**City Clerk’s Office: Marsha Whalen**)

RESOLUTION NO. 2011-99

Councilmember Waldron asked if the E-Verify program would be required for this contract.

Attorney Jeffrey Epp indicated that the E-Verify policy was included in every contract but Council could waive the policy for this contract if they desired.

MOTION: Moved by Councilmember Diaz and seconded by Mayor Abed to waive the E-Verify policy for this contract, award the bid for the City’s legal advertising for a one-year period to North County Times and adopt Resolution No. 2011-99.

- 5. **NOTICE OF COMPLETION FOR TRACT 839 EUREKA RANCH PUBLIC IMPROVEMENTS: UNIT 1, UNIT 4 AND UNIT 5** – Request Council authorize staff to file a Notice of Completion for the Public Improvements associated with Tract 839 Eureka Ranch, Units 1, 4 and 5. (File No. 0800-10 Tract 839)

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

6. **BUDGET ADJUSTMENT FOR EUREKA RANCH COMMUNITY FACILITIES DISTRICT (CFD 2006-01)** – Request Council approve a budget adjustment to increase funds available for disbursement by including interest earned on CFD 2006-01 funds. (File No. 0430-80)

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

Councilmember Gallo asked if this was accrued interest.

Gil Rojas, Finance Director, indicated this was interest on the bond money.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve a budget adjustment to increase funds available for disbursement by including interest earned on CFD 2006-01 funds. Motion carried unanimously.

7. **SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION FOR THE PREVIOUSLY APPROVED 41-LOT "RINCON ESCONDIDO" RESIDENTIAL DEVELOPMENT (ER 2004-48 AND TR 892, 2004-52-PZ/PD/GE/PZ/DA, 2004-06-AN)** – Request Council adopt a Supplemental Mitigated Negative Declaration for a previously approved 41-lot, clustered residential subdivision; Tentative Subdivision Map; Preliminary, Master and Precise Development Plan; Grading Exemptions; Annexation/Reorganization; and a Development Agreement. (File No. 0800-10 Tract 892)

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

RESOLUTION NO. 2011-89

8. **SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH)** – Request Council set the Special Tax Levy for the Community Facilities District (CFD) No. 2006-01 (Eureka Ranch). (File No. 0685-20)

Staff Recommendation: Adopt and File (**Finance Department: Gil Rojas and Renee Bojorquez**)

RESOLUTION NO. 2011-94R

Councilmember Gallo asked if the new assessment was more or less than last year's.

Renee Borjorquez indicated that the Eureka Ranch assessment had increased.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to set the Special Tax Levy for the Community Facilities District (CFD) No. 2006-01 (Eureka Ranch) and adopt Resolution No. 2011-94R. Motion carried unanimously.

9. **SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS)** – Request Council set the Special Tax Levy for the Community Facilities District (CFD) No. 2000-01 (Hidden Trails). (File No. 0685-20)

Staff Recommendation: Adopt and File (**Finance Department: Gil Rojas and Renee Bojorquez**)

RESOLUTION NO.: 2011-95R

Councilmember Gallo asked if the new assessment was more or less than last year's.

Renee Borjorquez indicated that the Hidden Trails assessment had decreased.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to set the Special Tax Levy for the Community Facilities District (CFD) No. 2000-01 (Hidden Trails) and adopt Resolution No. 2011-95R. Motion carried unanimously.

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

None

PUBLIC HEARINGS

- 10. SHORT FORM RENT APPLICATION INCREASE FOR TOWN AND COUNTRY CLUB PARK –**
– Request Council consider the short-form rent increase application submitted for Town and Country Club Park, granting an increase of 75% if the change in the Consumer Price Index, an average of \$7.61 per space per month, for the period December 31, 2008 – December 31, 2010. (File No. 0697-20-9799)

Staff Recommendation: Approval (**Housing Division: Jerry VanLeeuwen**)

RESOLUTION NO.: RRB 2011-06

Michelle Henderson, Housing Division 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.

Attorney Ron St. John, Park Owner Representative, indicated the proposed rent increase was reasonable and asked Council to grant the increase.

Don Greene, Resident Representative, gave a presentation and asked Council to grant an increase of 35% of CPI.

Shirley Lasagna, Escondido, stated her rent had increased three times in two years and asked Council to not grant the rent increase.

Joy Roberts, Escondido, indicated she did not want a rent increase and urged Council not to grant it.

Joe McCoy, Escondido, asked Council to consider the Prop K guidelines when making their decision.

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 Morasco and seconded by Councilmember Diaz to grant 50% of the CPI for the short-form rent increase. Public accommodation related to accessing the clubhouse to be completed prior to implementation of the rent increase. Ayes: Abed, Diaz and Morasco. Noes: Gallo and Waldron. Absent: None. Motion carried.

- 11. AMENDMENT TO THE INTERIM DOWNTOWN SPECIFIC PLAN (AZ 09-0006) –** Request Council amend the Interim Downtown Specific Plan consisting of two sub items that would revise the Permitted Use Matrix and eliminate parking requirements in the core downtown area. Sub

item A would refine the land use categories, notations and permitted uses primarily in the Historic Downtown District, but inclusive of all districts within the specific plan. Sub item B would eliminate on-site parking space requirements for existing, new or expanding non-residential uses within Vehicle Parking District No. 1 and the proposed Vehicle Parking District No.2. (File No. 0800-70)

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

RESOLUTION NO. 2011-90

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 Waldron to amend the Interim Downtown Specific Plan consisting of two sub items that would revise the Permitted Use Matrix and eliminate parking requirements in the core downtown area and adopt Resolution No. 2011-90. Sub item A would refine the land use categories, notations and permitted uses primarily in the Historic Downtown District, but inclusive of all districts within the specific plan. Sub item B would eliminate on-site parking space requirements for existing, new or expanding non-residential uses within Vehicle Parking District No. 1 and the proposed Vehicle Parking District No.2. Motion carried unanimously.

- 12. URBAN WATER MANAGEMENT PLAN** – Request Council approve the City's 2010 Urban Water Management Plan. (File No. 1320-85)

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

RESOLUTION NO.: 2011-93R

Elisa Marrone, Utilities 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 approve the City's 2010 Urban Water Management Plan and adopt Resolution No. 2011-93R. Motion carried unanimously.

CURRENT BUSINESS

- 13. IMPLEMENT TWO-HOUR AND THREE-HOUR PARKING TIME ZONES AT VARIOUS LOCATIONS CITYWIDE** - Request Council implement two-hour and three-hour parking time zones at various locations Citywide with minor field adjustments per field conditions. (File No. 1050-50)

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

RESOLUTION NO. 2011-46

Ed Domingue, Engineering Services Director, gave the staff report and presented a series of slides.

Anna Voss, Escondido, presented a series of slides and voiced concern for parking limits at their church on Sunday.

Carol Peters, Escondido, indicated the employees at a business parked at one of the proposed time zone areas.

Rani Hermiz, Escondido, stated he supported the parking restrictions.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to implement two-hour and three-hour parking time zones at various locations Citywide with minor field adjustments per field conditions and adopt Resolution No. 2011-46. Motion carried unanimously.

- 14. BID AWARD FOR PHASE 2, REGIONAL GENERAL PERMIT (RGP)** - Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with the lowest responsive and responsible bidder, AECOM Technology Corporation, in the amount of \$269,990 for the Phase 2, Regional General Permit (RGP) Project. (File No. 0600-10 [A-3017])

Staff Recommendation: Approval (**Utilities Division: Cheryl Filar and Jeff Warner**)

RESOLUTION NO. 2011-97

Cheryl Filar, Utilities Department, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron to authorize the Mayor and City Clerk to execute a Consulting Agreement with the lowest responsive and responsible bidder, AECOM Technology Corporation, in the amount of \$269,990 for the Phase 2, Regional General Permit (RGP) Project and adopt Resolution No. 2011-97. Motion carried unanimously.

- 15. FIRST AMENDMENT TO THE LEXUS DIGITAL SCREEN CONTENT AND OPERATION AGREEMENT (Case No. ADM 11-0104, 1205 Auto Parkway)** – Request Council authorize the Mayor and City Clerk to execute the First Amendment to the Lexus Digital Screen Content and Operation Agreement. (File No. 0600-10 [A-2905])

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

RESOLUTION NO. 2011-88

Rozanne Cherry, Planning Department, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize the Mayor and City Clerk to execute the First Amendment to the Lexus Digital Screen Content and Operation Agreement. Motion carried unanimously.

- 16. FUNDING FOR CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO** – Request Council approve a budget adjustment in the amount of \$200,000 for additional funding for the California Center for the Arts, Escondido. (File No. 0430-80)

Staff Recommendation: Approval (**Council Subcommittee**)

ITEM 16 WAS REMOVED FROM THE AGENDA AND NOT DISCUSSED

- 17. GENERAL PLAN UPDATE STATUS AND CLIMATE ACTION PLAN (CASE NO. PHG 09-0020, PHG 10-0016)** – Request Council review and endorse draft goals and policies intended for inclusion in the updated General Plan to be analyzed in the Environmental Impact Report; and consider a request to initiate a private General Plan Amendment request involving 22 acres on

Amanda Lane; and review progress on other activities pertaining to the General Plan Update. (File No. 0830-20)

Staff Recommendation: Review goals and policies, initiate the General Plan Amendment for processing and direct staff to proceed with analyzing the Citywide General Plan Update **(Community Development/Planning: Barbara Redlitz)**

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

Gil Miltenberger, Applicant for the General Plan Amendment Request, requested Council change the designation from Estate 1 to Estate 2 and include it in the City's General Plan.

Jay Sesto, Escondido, voiced concern with high traffic and changing the designation from E1 to E2.

Pamela Stahl, Escondido, indicated she was opposed to the request to change the E1 designation.

Larry Postler, Escondido, stated he wanted the area to stay rural and asked Council to deny the amendment request.

Delores McQuiston, Escondido, asked the Council to deny the request.

Samuel Sullivan, Escondido, distributed information and urged Council not to grant the applicant's request.

Ken Sanford, Escondido, voiced concern with high traffic if the request is granted.

Kathleen Meehan-Pfefferkorn, Escondido, indicated she was opposed to the change and urged Council to keep the area rural.

David Shibley, Escondido, stated he was in favor of the General Plan amendment.

COUNCIL ACTION: By consensus Council endorsed draft goals and policies intended for inclusion in the updated General Plan to be analyzed in the Environmental Impact Report and directed staff to include 22 acres on Amanda Lane in the EIR analysis.

- 18. NOTICE OF COMPLETION FOR JUNIPER SENIOR HOUSING – 215 E. WASHINGTON AVENUE** – Request Council authorize staff to file a Notice of Completion for Juniper Senior Housing. (File No. CDC-658-A)

Staff Recommendation: Approval **(Neighborhood Services: Jerry VanLeeuwen and Rich Buquet)**

Jerry Van Leeuwen, Community Services Director, and Rich Buquet, Neighborhood Services, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to authorize staff to file a Notice of Completion for Juniper Senior Housing. Motion carried unanimously.

- 19. APPROVAL AND AUTHORIZATION FOR RELEASE REQUEST FOR PROPOSALS (RFP) FOR AFFORDABLE HOUSING PURPOSES** – Request Council authorize staff to release a Request for Proposals (RFP) for the provision of first-time homebuyer or long-term affordable rental housing opportunities through the redevelopment of six vacant parcels in two mobile home

parks. The RFP will include a total of up to \$763,087 in Neighborhood Stabilization Program (NSP) funds. (File No. 0875-55)

Staff Recommendation: Approval (**Housing Division: Jerry VanLeeuwen**)

Karen Youel, Housing Department, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to authorize staff to release a Request for Proposals (RFP) for the provision of first-time homebuyer or long-term affordable rental housing opportunities through the redevelopment of six vacant parcels in two mobile home parks. The RFP will include a total of up to \$763,087 in Neighborhood Stabilization Program (NSP) funds. Motion carried unanimously.

- 20. DESIGNATION OF VOTING DELEGATE TO LEAGUE CONFERENCE** – Request Council designate a voting delegate and up to two alternates to represent the City of Escondido at the business meeting to be held during the League of California Cities Annual Conference September 21-23, 2011 in San Francisco. (File No. 0130-10)

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

MOTION: Moved by Mayor Abed and seconded by Councilmember Gallo to designate Councilmember Morasco as the Delegate to the League Conference and Councilmember Diaz as the alternate delegate.

FUTURE AGENDA

- 21. 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

Ann McDonald, Escondido, voiced concern that the Craft Shop at the Senior Center was not in the same room.

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo asked for the new Recreation Fee Schedule, and if the membership card also had a fee.

CLOSED SESSION: (COUNCIL/CDC/RRB)

RECESSED BACK INTO CLOSED SESSION AT 9:57 P.M.

ADJOURNMENT

Mayor Abed adjourned the meeting at 11:31 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. 2004-_____ File No. _____

Ord No. 2004-_____

Agenda Item No.: 4
Date: August 24, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lowry, Fire Chief

SUBJECT: Agreement between the City of Escondido and Jeff Katz Architecture for Architectural Services for Fire Station #4

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-117 authorizing the Mayor and City Clerk to execute a contract with Jeff Katz Architecture for \$200,000 (the "Agreement") for the reconstruction of Fire Station #4 (the "Project"). The components of the Agreement include the remainder of the design development phase, completion of construction documents, bid evaluation and construction administration services.

FISCAL ANALYSIS:

The Fire Station #4 Reconstruction Project in the General Capital Fund is sufficient to cover the cost of this agreement.

PREVIOUS ACTION:

On July 21, 2010, Council was presented with four options ranging from the remediation of mold in the current station to fully demolishing the current station and replacing it with a new station. After evaluating the four options, Council authorized the Fire Chief to hire an architect to prepare a schematic design, cost estimate and a financing plan for the fire station's remodel.

On March 9, 2011, Council was presented with a schematic design, cost estimate and proposed financing plan for the Project. Council approved the schematic design and the financing plan with the exception of using \$296,604 from the Economic Uncertainty Reserves. At that time, Council approved staff to enter into an agreement with Jeff Katz Architecture to begin the Request for Proposal (RFP) process for a general contractor. Due to the amount of this contract, Council is required to authorize the Agreement by resolution.

BACKGROUND:

In early May, 2010, mold was discovered in Fire Station #4 after Fire personnel working in Fire Station #4 reported medical issues. On May 10, 2010, H2 Environmental Consulting Services Inc. conducted a mold assessment of the facility. On May 12, 2010, the test results came back positive for extensive mold throughout the fire station. For the health and safety of Fire Department personnel, Fire Station #4 was closed. The mold has since been remediated and the building has been certified to be re-occupied so that the remodel and/or reconstruction work can begin. The existing station will remain unoccupied until the remodel and/or reconstruction work is complete.

Since March 2011, City staff, in conjunction with Jeff Katz Architecture, has been working on the station plans, pre-qualification packet, and the RFP. The pre-qualification process, which recently closed, obtained seven "qualified" general contractors. The RFP was sent to the seven general contractors to bid on the Project. In early October, City staff anticipates bringing to Council the selected general contractor to award the contract for the Project.

Jeff Katz, from the Jeff Katz Architecture firm, was the principal architect for the design of Fire Station #1 in Escondido and has been involved with the remodel of Vista's Fire Station #1 as well as other local agency fire stations. The Fire Department recommends entering into the Agreement with Jeff Katz Architecture based on Mr. Katz's experience with fire station design and his pre-existing working relationship with Escondido.

Respectfully submitted,



Michael Lowry,
Fire Chief

RESOLUTION NO. 2011-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH JEFF KATZ ARCHITECTURE FOR THE REMODEL OF FIRE STATION #4

WHEREAS, in May of 2010, severe mold was discovered throughout Fire Station #4; and

WHEREAS, in July of 2010, City Council authorized the Fire Chief to hire an architect to prepare a schematic design, cost estimate and financing plan ("Preliminary Design Phase") the remodel of Fire Station #4 ("the Project"); and

WHEREAS, the Fire Department selected and contracted with Jeff Katz Architecture to prepare the Preliminary Design Phase of the Project; and

WHEREAS, the Fire Department is now ready to proceed with remainder of the design development phase, completion of construction documents, bid evaluation and construction administration services ("Secondary Design Phase"); and

WHEREAS, the Fire Department desires to maintain continuity between the Preliminary and Secondary Design Phases by again contracting with Jeff Katz Architecture to complete the remaining Secondary Design Phase of the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Agreement for Services with Jeff Katz Architecture ("Agreement) for the Secondary Design Phase for \$200,000.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are authorized to execute on behalf of the City, the Agreement with Jeff Katz Architecture. A copy of the Agreement is attached as Exhibit "1" and incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this _____ day of July, 2011.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Michael Lowry
760-839-5401
("CITY")

And: JEFF KATZ ARCHITECTURE
6353 Del Cerro Boulevard
San Diego, CA 92120
Attn: Jeff Katz
619-698-9177
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to complete all remaining architectural design phases necessary for the remodel of Fire Station No. 4. CONSULTANT shall furnish all of the services described in "Attachment A", which is incorporated herein by this reference.
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A".
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in a sum not to exceed \$200,000.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.

5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.

6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.

7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.

8. Insurance.

a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.

b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

c. Each insurance policy required above must be acceptable to the City Attorney:

- (1) 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.
- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (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. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
23. E-Verify Participation. CONSULTANT agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONSULTANT'S potential new hires. CONSULTANT agrees and understands that E-Verify enrollment requires CONSULTANT to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONSULTANT is grounds for DHS' termination of CONSULTANT'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

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: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Date: _____

Jeff Katz, AIA
Principal

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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



June 21, 2010

Russell Knowles
City of Escondido Fire Department
1163 N Center City Parkway
Escondido, California 92025

RE: **Architectural Services - Escondido Fire Station No. 4
Proposed Scope of Work and Fee Proposal**

Dear Russ:

I am pleased to offer the following proposal for the design and construction documents for the proposed remodel to Station No. 4. This proposal is based on your requirements for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services.

I have based this proposal on the preliminary requirement to design the Fire Station modifications with an assumed construction budget of \$2,000,000.

Please note that this proposal is based on the scope of services that we believe is necessary to successfully complete this project. If there are scope items that are not included, or that are not necessary, we would be pleased to adjust the scope and fee to meet your needs.

We are proposing to offer the following scope of services:

SCHEMATIC DESIGN

- Develop Preliminary Building Floor Plans and Building Elevations.
- Coordinate with Owner's Geotechnical Engineer for recommendations for grading, foundation design, retaining walls and site paving.
- Prepare conceptual site drawings indicating placement of structures and amenities on site. This will include the following:
 - building site orientation, site ingress and egress, and miscellaneous site information.
 - Prepare preliminary grading and drainage plans.
- Prepare preliminary landscape and hardscape plans.

- Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
- Make required submissions to City for Concept Plan review and approval. Drawings required for this submittal would include:
 - Site Plan
 - Schematic Floor Plan
 - Preliminary Grading Plan
 - Preliminary Utility Plan
 - Schematic Building Elevations
 - Conceptual Landscape Plans
 - Exterior Color and Material Sample Boards
 - A colored rendering of the station

These drawings will include color and material callouts, as well as a colored building elevation drawing. No models are included in this submittal.

- Make required presentations to various agency review organizations to review proposed design.
- Make presentation to City Council to describe project design and budget.
- Make required modifications to Schematic Design to obtain Schematic Design approval.
- After obtaining written approval of Schematic Design we will proceed into Design Development.
- For the Schematic Design Phase we have included semi-weekly team coordination meetings in addition to the presentations listed above.

DESIGN DEVELOPMENT PHASE

- Refine design of Floor Plan, Building Elevations and Site Plan.
- Develop structural system consistent with design concept.

- Develop building mechanical, plumbing and electrical systems consistent with design concept.
- Coordinate with Owner systems for phone/data/cable and station alerting requirements.
- Prepare preliminary Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
- Prepare preliminary interior material and color boards for review and selection.
- Prepare Storm Water Management Report in accordance with City requirements.
- Prepare preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design.
- Make required submittal to Fire Department for Design Development Review.
- After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.
- For the Design Development Phase we have included semi-weekly team coordination meetings.

CONSTRUCTION DOCUMENTS PHASE

- Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required architectural, structural, mechanical, plumbing, electrical, and landscape design. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 65%, 90% and 100% and will include plans, specifications and cost estimate.
- Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation and paving design.
- Submit plans to local utility companies for review and approval. (Note: any required Utility Company fees are not included).

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 4

- Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
- Update Construction Cost Estimate.
- Meet with Fire Department as required to review final design and construction documents.

BIDDING PHASE

- Provide final original drawings and specifications (and electronic copies) for use in bid packages. For this proposal it is assumed that the City will advertise, assemble and distribute bid packages.
- Interpret and clarify contract documents for contractors, and assist in issuing addenda as required.
- Attend a Pre-Bid walkthru at the site with all interested contractors.
- Participate in bid opening, review contractor's detailed cost breakdown, and assist the City in evaluation of the bids.

CONSTRUCTION ADMINISTRATION PHASE

Construction contract administration services are based on a eight month construction period, from Authorization to Proceed through Punchlist Inspection. Should the project be completed more quickly the services provided will be re-evaluated. The following services will be provided:

- Attend Pre-Construction conference.
- Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
- Interpret contract documents (including all subconsultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).

- Make one scheduled site visit every week during the course of construction (total of 32) to observe the project, and prepare site visit report (meeting minutes). Site visit shall include meeting with Contractor and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
- Provide two site visits per discipline (by the respective engineers) for structural, electrical, mechanical and Landscape Architecture, to review progress of construction and conformance with construction documents.
- Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
- Assist City in review of Contractor's initial and progress schedules and Schedule of Values.
- Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the Contractor.
- Process contractor's building As-Builts, warranty information and related information by forwarding them to the City.
- Inspect the project as part of Post Construction Evaluation prior to completion of contractor warranty period.

ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS

The following items are not included in the Basic Services, and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the attached Hourly Rate Schedule.

Additional Services not included in our basic scope of work include:

- Geotechnical Engineering Services
- Revisions to Schematic Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 6

- Preparing separate construction document packages for "fast-tracking" construction work and/or preparing additional documents for alternate bid items.
- Preparing separate construction document packages for demolition of existing facilities or for the installation of temporary facilities for the Department during the course of construction.
- Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
- Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
- Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
- Construction site visits provided in excess of the visits defined under the Construction Administration Phase which are requested by the City, or made necessary through delays in the construction schedule or other elements outside the control of the Architect (for either Architect or subconsultant engineers).
- Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
- Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
- Providing "Special Inspection" services required by law or the Contract Documents.
- Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
- Preparation of drawings for work beyond the project boundary (site and immediate street frontage).
- Services in conjunction with any required discretionary approvals.
- Preparation of Public Improvement Plans.

City of Escondido Fire Station 4 Proposal
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Page 7

- Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or Right-Of-Way.
- Preparation of documentation to process the project through the US Green Building Council as a LEED project.
- Design of photo-voltaic electrical generation systems.
- Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
- All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

I propose to provide the stated basic services for a fixed fee of Two Hundred Forty Five Thousand Dollars (\$245,000.00). Invoices will be submitted monthly, in a format acceptable to the City, for the percentage of work completed during the month, on any particular phase.

The proposed breakdown for the Basic Services charges will be as follows:

Schematic Design Phase	\$ 45,000.00
Design Development Phase	\$ 35,000.00
Construction Documents Phase	\$125,000.00
Bidding	\$ 5,000.00
<u>Construction Administration</u>	<u>\$ 35,000.00</u>
TOTAL	\$245,000.00

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

City of Escondido Fire Station 4 Proposal

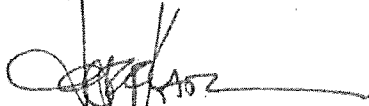
June 21, 2010

Page 8

Presently our firm maintains General Liability and Errors and Omissions Insurance with nationally recognized insurers. We carry a &1,000,000 limit for our General Liability and auto, and a \$2,000,000 limit for our Professional E&O insurance.

I appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. I am excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 698-9177.

Respectfully,



Jeff Katz, AIA
Principal

Exhibit "A"

HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis.

Principal Architect	\$ 170.00 per hour
Project Manager	\$ 145.00 per hour
Design Manager	\$ 125.00 per hour
Job Captain.....	\$ 110.00 per hour
Specification Writer.....	\$ 105.00 per hour
Construction Administrator.....	\$ 125.00 per hour
Drafter.....	\$ 85.00 per hour
Secretarial.....	\$ 55.00 per hour
Structural Engineer.....	\$ 160.00 per hour
Civil Engineer.....	\$ 150.00 per hour
Mechanical Engineer	\$ 150.00 per hour
Electrical Engineer	\$ 150.00 per hour
Landscape Architect	\$ 140.00 per hour

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2011, at which time they may be adjusted as a result of salary reviews

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

City of Escondido Fire Station 4
Exhibit "B"

- .1 give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ file No. _____

Ord No. _____

Agenda Item No.: 5
Date: August 24, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Jerry Van Leeuwen, Director of Community Services
Richard O'Donnell, Deputy Director of Maintenance and Operations

SUBJECT: Award Purchase of Fuel Contract

RECOMMENDATION:

Staff recommends Council approve the purchase of unleaded fuel for the City of Escondido's fleet through a cooperative purchase agreement with the City of San Diego, pursuant to Escondido Municipal Code section 10-90. This fuel will be purchased from The SOCO Group Inc.

FISCAL ANALYSIS:

Sufficient funds have already been approved in the fiscal year 2011-12 budget in account number 5111-653-715 for unleaded fuel in the amount of \$880,000. Staff is requesting the amount of \$260,000 be used for the purchase of unleaded fuel until the City of San Diego contract expires on October 24, 2011.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

Not Applicable

PREVIOUS ACTION:

No previous Council action regarding this purchase

BACKGROUND:

Fleet Services intends to continue purchasing unleaded fuel from The SOCO Group Inc. through a cooperative purchase agreement with the City of San Diego and other public agencies throughout the county. The contract expires in October, 2011. This is the continuation of a previously executed contract. However, Council action is required because of the start of a new fiscal year and the purchasing policies of the City whereby contracts over \$100,000.00 require approval by the City Council. Fleet Services Division will use funds budgeted in account 5111-653-715 for FY year 2011-12.

When the current purchasing agreement expires with SOCO on October 24, 2011, staff will return with a request to either outsource fueling services or to participate in another fuel purchase contract with cities of the region.

Respectfully submitted,



Jerry Van Leeuwen
Director of Community Services

R.O.
by Jerry V.L.
Richard O'Donnell
Deputy Director of Maintenance and Operations

ORDINANCE NO. 2011-11-R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AGREEING, UNDER PROTEST, TO COMPLY WITH THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ESCONDIDO WHICH WOULD OTHERWISE BE SUBJECT TO SUSPENSION AND DISSOLUTION

WHEREAS, the City Council of the City of Escondido ("City") approved and adopted the Redevelopment Plan for the Escondido Redevelopment Project ("Redevelopment Plan") covering certain properties within the City (the "Project Area"); and

WHEREAS, the Redevelopment Agency of the City of Escondido ("Agency") is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate

and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 1X 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller; and

WHEREAS, under the threat of dissolution pursuant to AB 1X 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be nine and a half million

dollars (\$9,500,000), as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, City understands and believes that an action challenging the constitutionality of AB 1X 26 and AB 1X 27 has been filed on behalf of cities, counties and redevelopment agencies; and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 1X 26 and AB 1X 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 1X 27.

SECTION 3. Payment Under Protest. Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

SECTION 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of AB 1X 26 and AB 1X 27 or determines that AB 1X 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional. If there is a final determination that AB 1X 26 and AB 1X 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. In the event a stay is issued, this ordinance will not be effective until the

stay is lifted.

SECTION 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the San Diego County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 1X 27.

SECTION 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will enter into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to irrevocably pledge any of its general fund revenues or assets to make the remittance payments.

SECTION 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project

or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Diego in accordance with CEQA Guidelines.

SECTION 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 201 N. Broadway, Escondido, CA 92025. The custodian for these records is Marsha Whalen, City Clerk.

SECTION 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Escondido, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

RENT REVIEW BOARD

For City Clerk's Use:

APPROVED **DENIED**

Reso No. RRB _____ file No. _____

Ord No. RRB _____

Agenda Item No.: 7
Date: August 24, 2011

TO: Honorable Chairman and Members of the Rent Review Board
FROM: Jerry Van Leeuwen, Director of Community Services
SUBJECT: Casa Grande Mobile Estates Short-form Rent Increase Application

STAFF RECOMMENDATION:

- Consider the short-form rent increase application submitted by Casa Grande Mobile Estates.
- If approved, adopt Rent Review Board Resolution No. 2011-07 granting an increase of 75% of the change in the Consumer Price Index, or 1.393% (an average of \$6.31), for the period of December 31, 2008, to December 31, 2010. The application meets the eligibility criteria for submittal of a short-form rent increase application.

INTRODUCTION:

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

THE RENT INCREASE APPLICATION:

Casa Grande is a senior park located at 1001 S. Hale Avenue, Escondido, California. The Park contains 102 spaces, and 95 spaces are subject to rent control. The remaining six spaces are either rentals, occupied by management staff, subject to a long-term lease or vacant.

Common facilities include a recreation hall with a kitchen, a swimming pool and sauna. There are laundry facilities available for a fee, and the Park maintains a storage parking area.

PARK OWNER'S REQUEST:

The Park owner is requesting an increase of 75% of the change in the CPI for the past year. The CPI period covered by this application is December 31, 2008, to December 31, 2010. Seventy-five percent (75%) of the change in the CPI for the period of consideration is 1.393%, and \$452.96 is the current average monthly base rent per space of the spaces affected. The average increase requested is approximately \$6.31 per space, per month.

RENT INCREASE HISTORY:

This is the 14th application for a rent increase filed by the Park since the Ordinance was implemented. The Park last came before the Rent Review Board in August 2009, for a hearing on a short-form application where the Board granted an increase based on 75% of the one-year change in CPI, an average of \$9.92 per space, per month.

Casa Grande currently has 12 residents participating in the City of Escondido's Mobilehome Park Space Rent Subsidy Program.

RESIDENT MEETING AND COMMENTS:

The Resident meeting was held July 26, 2011, at 7:00 p.m. in the Park's clubhouse. Approximately 25 residents attended the meeting. Residents were briefed on the short-form procedures and the process, including their need to appear at the hearing and sign-in if they wish to protest the short-form application. The resident representatives are Joan de Vries and Jose Jacinto. The meeting was also attended by the Park owner, the Park managers, and consultant Michelle Henderson.

Prior to the resident meeting, the Board members of the Homeowners Association met with the Park managers to discuss the rent increase. The HOA Board had several proposals for consideration by the Park owner. The Board indicated that they would like to have designated hours for children to use the pool, and the Park owner has agreed to this request. The pool is now heated from Memorial Day to Labor Day, and as requested the Park owner said that time frame could be extended, weather permitting. The Park owner agreed to continue to replace trees that are removed due to root damage, to consider providing an additional dumpster for the residents, and to have STOP signs posted at the intersection of La Puerta and Pio Vista Dr., as requested by the Board. The Board asked that consideration be given to converting the Park's Green Belt into a park-like area and Management will pursue this and ask for resident suggestions. The Board also requested that the Park install a spa (Jacuzzi) but the Park owner indicated this amenity was too costly. One of the residents inquired at the meeting if the Park would accept a lesser rent increase, but the Park owner indicated the request would remain at 75% of the change in the Consumer Price Index.

Staff was informed by the resident representative that the residents would not protest the short-form rent increase request.

CODE ENFORCEMENT ISSUES:

The Code Enforcement Division conducted a health and safety inspection of the common areas of the Park and noted a few existing code violations. A copy of the Code Inspection Report is attached as Exhibit "A." The Park owner, resident manager, and resident representative received a copy of the report and are aware that no increase, if granted, may be implemented until the health and safety code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

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

Respectfully Submitted,




Jerry Van Leeuwen
Director of Community Services



DATE: AUGUST 2, 2011

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER 

SUBJECT: CASA GRANDE MOBILE ESTATES

Casa Grande Mobile Estates was inspected on August 2, 2011, with the lighting inspection conducted the morning of July 28, 2011, as a result of an application for rent increase having been filed. There were two general violations found during the August 2nd inspection and no lighting violations were noted during the July 28th inspection. The inspection report is attached.

A resident meeting was held on July 26, 2011 (attended by approximately twenty-five residents) at which time the resident representative identified no specific concerns. The resident representative was also present during the August 2 inspection.

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

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



August 2, 2011

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Casa Grande Mobile Estates

Park Owner: Casa Grande Mobile Estates LLC
c/o Sue Bergman
54 La Senda
Laguna Beach, CA 92651

Park Managers: Clyde & JoAnn Spencer **Phone:** (760) 746-7366

Inspection Date: 08/02/11 **Inspector(s):** S. Moore, B. Cline

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Health & Safety Code, Division 13, Part 2.1; the California Code of Regulations, Title 25. 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 or replace the deteriorated wood bench support(s) on the east side of the shuffleboard court. **25 CCR 1608 (a) (6), 25 CCR 1608 (b) (4)**
2. Remove the non-permitted portable carport in the RV storage lot. **25 CCR 1424 (a), 25 CCR 1432 (a)**

Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; 07-28-11)

No lighting violations were found.

MOBILEHOME PARK RENT REVIEW

RESIDENT REPRESENTATIVE REPORT FORM

Park Name: CASA GRANDE MOBILE ESTATES

Date of Inspection: 2 AUG 2011

Resident Representative JOSE JACINTO

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.

JOSE JACINTO
Print Name of Resident Representative

8-2-11
Date


Signature

8817607408722
Space # / Phone Number

RESOLUTION NO. RRB 2011-07

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

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

WHEREAS, the City of Escondido Mobilehome Park 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 June 6, 2011, by Walt Powers, the representative for the Park Owner of Casa Grande Mobile Estates, located at 1001 S. Hale in Escondido. The short-form rent increase application applies to 95 of the 102 spaces; and

WHEREAS, this is the 14th rent increase application filed by the Park since the Ordinance became effective in 1988. The last short-form rent increase for 2.37%, or approximately \$9.92 per space, per month, was granted at a Rent Review Board Hearing held August 2009, and formally adopted by Rent Review Board Resolution 2009-06 (R); and

WHEREAS, at the time of the current short-form rent increase application, the average monthly space rent was \$452.96 for the spaces subject to the rent increase.

The owner requested a rent increase in the amount of 75% of the change in the Consumer Price Index (CPI) for the period December 31, 2008, through December 31, 2010, in accordance with the Rent Review Board short-form policy guidelines. The short-form rent increase application estimated this amount to be an average of \$6.31 (1.393%) 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 August 2, 2011, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed and it noted health and safety code violations in the Park; and

WHEREAS, on August 24, 2011, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 1.393%, an average of \$6.31 per space, per month, for the 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 75% of the change in the CPI for San Diego County from December 31, 2008, through December 31, 2010, would amount to 1.393%, which averages \$6.31 per space, per month, for the spaces that are subject to a rent increase.

4. That the Board concluded that an increase of approximately \$6.31 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

5. That the 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.



FUTURE CITY COUNCIL AGENDA ITEMS
August 18, 2011

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

AUGUST 31, 2011
NO MEETING (5TH WEDNESDAY)

SEPTEMBER 7, 2011
NO MEETING (Labor Day)