

Council Meeting Agenda

September 12, 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

September 12, 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

ADJOURNMENT



Council Meeting Agenda

**September 12, 2012
4:30 p.m. Meeting**

**Escondido City Council
and as Successor Agency to the CDC**

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE:

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

PROCLAMATIONS: Community Wellness Day
2012 Pollution Prevention Week
National Neighborhood Day
National Preparedness Month

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES:** **Regular Meeting of July 25, 2012**
 Regular Meeting of August 1, 2012
 Regular Meeting of August 8, 2012
 Regular Meeting of August 15, 2012
 Regular Meeting of August 22, 2012

4. **LIFT STATION CONSOLIDATION DESIGN CONSULTING AGREEMENT** – Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with Brown and Caldwell Corporation for the Lift Station Consolidation Design in the amount of \$862,759.

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

RESOLUTION NO. 2012-151

5. **EASTERLY RECYCLED WATER MAIN EXTENSION DESIGN CONSULTING AGREEMENT** – Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with RMC Corporation for the Easterly Recycled Water Main Extension Design in the amount of \$1,114,843.

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

RESOLUTION NO. 2012-150

6. **AUTHORIZATION TO APPROVE AND EXECUTE FIRST AMENDMENT FOR CHEMICAL BID AWARD** – Request Council authorize a First Amendment for the Chemical Bid Award to Kemira Water Solutions Inc. for the purchase of ferric sulfate. The amendment increases the contractual authorization for chemical purchases through the end of Fiscal Year 2013 by \$74,250.

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

RESOLUTION NO. 2012-154

7. **SUMMARY STREET VACATION - PORTION OF NORTH ELM STREET** – Request Council authorize the summary street vacation of a 1,633 square foot portion of North Elm Street, located between E. Valley Parkway and E. Pennsylvania Avenue.

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

RESOLUTION NO. 2012-152

CONSENT CALENDAR CONTINUED

8. **LEASE AGREEMENT WITH WICKLINE BEDDING AT 455 N. QUINCE** – Request Council authorize the Real Property Manager and City Clerk to execute a Lease Agreement with Wickline Bedding at 455 N. Quince.

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

RESOLUTION NO. 2012-153

9. **REIMBURSEMENT AGREEMENT FOR INSTALLATION OF PUBLIC IMPROVEMENTS IN THE CITY OF ESCONDIDO: WAL- MART PROJECT** – Request Council authorize the Director of Utilities to execute a reimbursement agreement with Wal-Mart Stores, Inc., for public improvements.

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

RESOLUTION NO. 2012-157

10. **WRITE-OFF OF HOUSING LOANS** – Request Council approve the write-off of various housing loans. The total amount of the write off is \$360,793.

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

11. **YEAR 2013 HOLIDAYS** – Request Council designate the days that City offices will be closed in the year 2013 for holiday observances.

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

RESOLUTION NO. 2012-147

12. **MAINTENANCE AND OPERATIONS BARGAINING UNIT MEMORANDUM OF UNDERSTANDING** – Request Council amend the Maintenance and Operations Bargaining Unit Memorandum of Understanding.

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

RESOLUTION NO. 2012-149

13. **PROPOSAL TO OPERATE AN ESCONDIDO CONVENTION AND VISITORS BUREAU** – Request Council approve a proposal by the Escondido Chamber of Commerce to operate an Escondido Convention and Visitors Bureau.

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

14. **FY 2013 CALIFORNIA OFFICE OF TRAFFIC SAFETY SOBRIETY CHECKPOINT GRANT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept a Fiscal Year 2013 Sobriety Checkpoint grant from the Office of Traffic Safety in the amount of \$188,100; authorize the Chief of Police to execute contract documents on behalf of the City; and approve a budget adjustment needed to spend grant funds for overtime expenses.

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

CONSENT CALENDAR CONTINUED

15. **FY 2013 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept a Fiscal Year 2013 State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program Grant in the amount of \$70,000; authorize the Chief of Police to submit grant documents on behalf of the City; and approve a budget adjustment to spend grant funds.

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

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/ Successor Agency to the CDC /Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

PUBLIC HEARING

16. **APPROVE AN AMENDMENT TO FY 2012-2013 ONE YEAR ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO ALLOCATE \$40,000 IN UNALLOCATED CDBG FUNDS FOR A GRAFFITI REMOVAL PROJECT** – Request Council approve an amendment to the FY 2012-2013 One Year Action Plan to allocate \$40,000 in unallocated CDBG funds to a Graffiti Removal Project.

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

17. **PARKING CODE AMENDMENT, CASE NO. AZ 12-0004** – Request Council approve amendments to the Escondido Zoning Code Article 39 - Off-Street Parking to add provisions allowing administrative adjustments for minor reductions in required parking and other revisions.

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

ORDINANCE NO. 2012-17 (Introduction and First Reading)

CURRENT BUSINESS

18. **SAN DIEGO COUNTY PACE FINANCING** – Request Council authorize the Mayor to send a letter to the County Board of Supervisors expressing support for San Diego County's development of additional Property Assessed Clean Energy (PACE) financing programs.

Staff Recommendation: None (**Mayor Sam Abed and Councilmember Ed Gallo**)

CURRENT BUSINESS CONTINUED

19. **APPOINTMENT TO PUBLIC ART COMMISSION AND COMMUNITY SERVICES COMMISSION** – Request Council ratify the Mayor’s recommendation to (1) appoint Steffi Harrison to fill an unscheduled vacancy on the Public Art Commission, term to expire March 31, 2014; and (2) appoint Joseph Garcia as a youth representative to fill an unscheduled vacancy on the Community Services Commission, term to expire March 31, 2014.

Staff Recommendation: Approval **(City Clerk’s Office: Diane Halverson)**

FUTURE AGENDA

20. **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
September 19	Wednesday	4:30pm	Town Hall Meeting	Council Chambers
September 26	-	-	No Meeting	-
October 3	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers
October 10	-	-	No Meeting	-

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.

CITY OF ESCONDIDO
July 25, 2012
3:30 p.m. Meeting Minutes

Escondido City Council
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 3:30 p.m. on Wednesday, July 25, 2012 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 Diaz to recess to Closed Session. Motion carried unanimously.

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

- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee 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: POA/Non-Sworn Police Bargaining Unit

II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

- a. Significant exposure to litigation pursuant to subdivision (b) of Government Code §54956.9(b): **Two Cases**

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
July 25, 2012
4:30 p.m. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board
Community Development Commission

CALL TO ORDER

The Regular Meeting of the Escondido City Council, Community Development Commission and Mobilehome Rent Review Board was called to order at 4:35 p.m. on Wednesday, July 25, 2012 in the Council Chambers at City Hall with mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Jay Petrek, Principal Planner, Ed Domingue, Engineering Services Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PRESENTATIONS

Mayor Abed introduced Karen Youel, Housing Department, and Sean Wherley, San Diego Housing Federation, who presented the San Diego Housing Federation Ruby Award to the City of Escondido as Outstanding Governmental Agency of the year.

PROCLAMATIONS

Mayor Abed introduced Thora Guthrie, Downtown Business Association, who accepted a proclamation for the Hometown Heroes Banners.

Mayor Abed introduced a member of the Sunrise Rotary Club who accepted a proclamation for their donation of Christmas decorations for the Grand Avenue retail district.

Mayor Abed introduced Raul Lopez, Extreme Team Coach, who accepted a proclamation for the Escondido Girls Softball 14U Extreme Team.

ORAL COMMUNICATIONS

Jerry Buckley, Escondido, presented photos and reported on the recent 4th of July celebrations at Grape Day Park.

Scott Davis, Escondido, indicated there was an unsafe traffic problem at his residence and asked for police presence in the area.

Wally Gutierrez, Escondido, expressed concern with the utility bills for the recreation facilities.

Fred Woods, Friends of Daley Ranch, thanked Council for the restoration of the Daley Ranch House.

Renee Glotzbach, Escondido, displayed a slide, and urged Council to keep Grape Day Park alcohol free.

Patricia Borchmann, Escondido, distributed information and asked Council to schedule an agenda item to discuss the San Onofre nuclear plant issues.

Gene Stern, San Clemente, voiced concern with the possibility of a San Onofre power plant meltdown.

Laura Kohl, San Marcos, stated the San Onofre power plant had a recent problem and did not want it restarted.

Mark Thormahlen, Escondido, expressed concern with reopening the nuclear power plant.

Susan Crary, Carlsbad, voiced concern with the safety of the plant and stated she did not want the nuclear plant restarted.

Mel Vernon, Escondido, indicated he would like an agenda item to discuss the San Onofre nuclear power plant.

Susan Wilhoit, Cardiff by the Sea, stated the nuclear power plant was unsafe and she did not want it restarted.

CONSENT CALENDAR

Councilmember Diaz removed item 9 and Councilmember Gallo removed items 5, 6 and 7 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo that the following Consent Calendar items be approved with the exception of items 5, 6, 7 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 13, 2012
Regular Meeting of June 20, 2012**

4. **ESCONDIDO CHARITABLE FOUNDATION AND BUDGET ADJUSTMENT** – Request Council approve a budget adjustment to receive and expend a grant award of \$10,000 from the Matt McLaughlin Endowment Fund via the Escondido Charitable Foundation. (File No. 0430-80)

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

5. **CAL FIRE URBAN FORESTRY INVENTORY GRANT AND BUDGET ADJUSTMENT** – Request Council approve a budget adjustment in the amount of \$200,000 to receive and expend grant funds. (File No. 0430-80)

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

Councilmember Gallo indicated he did not support the project.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve a budget adjustment in the amount of \$200,000 to receive and expend grant funds. Ayes: Diaz, Morasco and Waldron. Noes: Gallo and Abed. Absent: None. Motion carried.

6. **SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS)** – Request Council approve setting the Special Tax Levy for the Community Facilities District No. 2000-01 (Hidden Trails) for Fiscal Year 2012/13. (File No. 0685-10)

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

RESOLUTION NO. 2012-110

Gallo asked why the amount differed for Hidden Trails and Eureka Ranch.

Renee Bojorquez, Finance Department, explained the difference was what amount was coming due on the outstanding bond.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve setting the Special Tax Levy for the Community Facilities District No. 2000-01 (Hidden Trails) for Fiscal Year 2012/13 and adopt Resolution No. 2012-110. Motion carried unanimously.

7. **SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH)** – Request Council approve setting the Special Tax Levy for the Community Facilities District No. 2006-01 (Eureka Ranch) for Fiscal Year 2012/13. (File No. 0685-10)

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

RESOLUTION NO. 2012-111

MOTION: Moved by Councilmember Gallo and Seconded by Councilmember Morasco to approve setting the Special Tax Levy for the Community Facilities District No. 2006-01 (Eureka Ranch) for Fiscal Year 2012/13 and adopt Resolution No. 2012-111. Motion carried unanimously.

8. **NOTICE OF COMPLETION FOR DALEY RANCH ACCESS ROAD REHABILITATION PROJECT** – Request Council approve and accept the Daley Ranch Access Road Rehabilitation Project and associated public improvements as complete; and authorize staff to file a Notice of Completion for the project. (File No. 0600-10 [A-3041])

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

9. **AWARD PURCHASE OF FUEL** – Request Council approve the purchase of fuel from The SOCO Group Inc. 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. (File No. 0470-25)

Staff Recommendation: Approval (**Fleet Services: Richard O'Donnell and Joseph Goulart**)

Councilmember Diaz asked how many gallons of gas the city bought. She commented that usage was higher this year compared to last year.

Rich O'Donnell, Deputy Director of Maintenance and Operations, answered there were more staff and more vehicles used to maintain the parks.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve setting the Special Tax Levy for the Community Facilities District No. 2006-01 (Eureka Ranch) for Fiscal Year 2012/13. Motion carried unanimously.

10. **POLICE OFFICERS' ASSOCIATION NON-SWORN BARGAINING UNIT CONTRACT** – Request Council approve a successor Police Officers' Association Non-Sworn Bargaining Unit contract. (File No. 0740-30)

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

- a. **RESOLUTION NO. 2012-125**
- b. **RESOLUTION NO. 2012-128**

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

The following Resolutions and Ordinances were heard and acted upon by the City Council/CDC/RRB at a previous City Council/Community Development Commission/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

PUBLIC HEARINGS

11. **COST REPORT FOR 2012 WEED ABATEMENT PROGRAM** – Request Council approve the 2012 Weed Abatement Report. (File No. 0350-15)

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

RESOLUTION NO. 2012-101

Fire Chief Mike Lowry introduced Herb Griffin, Fire Marshal, who 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 Diaz and seconded by Councilmember Waldron to approve the 2012 Weed Abatement Report and adopt Resolution No. 2012-101. Motion carried unanimously.

- 12. SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILEHOME PARK** – Request Council consider the short-form rent increase application submitted by Carefree Ranch Mobilehome Park and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.031% (an average of \$9.28), for the period of December 31, 2010 to December 31, 2011. (File No. 0697-20-9851)

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

RESOLUTION RRB NO. 2012-07

Karen Youel, Housing 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.

Jim Younce, Park Owner Representative, stated the park management addressed the resident issues as they came up.

Wayne Louth, Escondido, indicated he did not support a rent increase.

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 Waldron and seconded by Councilmember Morasco to approve the short form rent application and adopt Resolution RRB No. 2012-07. Ayes: Abed, Gallo, Morasco and Waldron. Noes: Diaz. Absent: None. Motion carried.

CURRENT BUSINESS

- 13. UPDATE ON THE DISSOLUTION OF REDEVELOPMENT AGENCY** – Request Council approve returning funds and real property to reverse a previous \$20,000,000 repayment of City Loan and ratify the demand payment made to the County of San Diego for \$10,145,052; and approve the modified fund balance policy. (File No. 0860-20)

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

- a. **RESOLUTION NO. 2012-132R**
- b. **RESOLUTION NO. 2012-133R**

Gil Rojas, Finance Director, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve returning funds and real property to reverse a previous \$20,000,000 repayment of City Loan and ratify the demand payment made to the County of San Diego for \$10,145,052; approve the modified fund balance policy and adopt Resolution No. 2012-132R and Resolution No. 2012-133R. Motion carried unanimously.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Waldron to authorize the Finance Director to use funds available from Fiscal Year 2011/12 to replace \$616,330 that was used from the Economic Development Reserve. Ayes: Abed, Gallo, Morasco and Waldron. Noes: Diaz. Absent: None. Motion carried.

- 14. 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. (File No. 0720-40)

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

- a. **RESOLUTION NO. 2012-131RR**
- b. **ORDINANCE NO. 2012-16R (Introduction and First Reading)**

Sheryl Bennett, Human Resources Director, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Gallo to 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 and adopt Resolution No. 2012-131RR and introduce Ordinance No. 2012-16R. Motion carried unanimously.

- 15. EXTENSION OF TIME FOR CONDITIONAL USE PERMIT (PHG 12-0015) AND PLOT PLAN TO MODIFY THE TALK OF THE TOWN CARWASH/RESTAURANT PROJECT (ADM 12-0007)** – Request Council approve the requested one-year extension of time for the Talk of the Town Conditional Use Permit (2004-66-CUP) and deny without prejudice the proposed modification to add a second driveway to the previously approved Talk of the Town project. (File No. 0800-40 PHG 12-0015)

Staff Recommendation: Approve the one-year extension of time for the approved CUP and deny without prejudice the proposed modification to add a second driveway (**Community Development/Planning: Barbara Redlitz**)

RESOLUTION NO. 2012-98R

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

Linda Bailey, Project Owner Representative, indicated there was a misunderstanding regarding the grading permits and asked Council to extend the CUP and approve the exit driveway.

Rex Little, Escondido, stated he did not want the added driveway added to the project.

Kimber Alison, Escondido, distributed information and indicated she did not want the carwash project in her neighborhood.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to approve the one year extension of time for the CUP and the proposed modification to add a second driveway and adopt Resolution No. 2012-98R. Ayes: Abed, Gallo, and Waldron. Noes: Diaz and Morasco. Absent: None. Motion carried.

- 16. IMPLEMENTATION OF THE RECENTLY ADOPTED GENERAL PLAN (PHG 09-0020) –** Request Council review the Implementation Matrix that contains actions associated with building out the City's recently adopted General Plan. (File No. 0830-20)

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

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

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to approve the Implementation Matrix that contains actions associated with building out the City's recently adopted General Plan. Motion carried unanimously.

- 17. ECONOMIC DEVELOPMENT MASTER PLAN AND COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY –** Request Council approve the Economic Development Master Plan and Comprehensive Economic Development Strategy (CEDs). (File No. 0865-60)

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

Joyce Masterson, Assistant to the City Manager, introduced Roger Dale, who gave the staff report and presented a series of slides.

Edward Grangetto, Escondido, indicated he was in support of the reclaimed water approach for agriculture in the economic development strategy.

Dennis Snyder, Escondido, stated there were many opportunities in Escondido and he supported the Economic Development Master Plan.

Fred Baranowski, Escondido Business Owner, indicated the Chamber of Commerce endorsed the Economic Development Master Plan.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Diaz to approve the Economic Development Master Plan and Comprehensive Economic Development Strategy (CEDs). Motion carried unanimously.

- 18. DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES 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 5-7, 2012 in San Diego. (File No. 0130-10)

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

MOTION: Moved by Mayor Abed and seconded by Councilmember Gallo to designate Deputy Mayor Waldron as voting delegate and Councilmember Morasco as alternate voting delegate to the League of California Cities. Motion carried unanimously.

- 19. COMMUNITY SERVICES COMMISSION ORDINANCE –** Request Council approve amending the Escondido Municipal Code Article 2, Chapter 18, Sections 18-15 through 18-18, 18-29, 18-45 and Article 37, Chapter 33, Section 33-732(e)5 to add a youth representative and change the name from Community and Older Adult Services Commission to Community Services Commission. (File No. 0680-10)

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

ORDINANCE NO. 2012-15 (Introduction and First Reading)

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve amending the Escondido Municipal Code Article 2, Chapter 18, Sections 18-15 through 18-18, 18-29, 18-45 and Article 37, Chapter 33, Section 33-732(e)5 to add a youth representative and change the name from Community and Older Adult Services Commission to Community Services Commission and introduce Ordinance No. 2012-15. Motion carried unanimously.

20. APPOINTMENT TO THE PUBLIC ART COMMISSION – Request Council ratify the Mayor’s recommendation to fill an unscheduled vacancy on the Public Art Commission; term to expire March 31, 2014. (File No. 0120-10)

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

MOTION: Moved by Mayor Abed and seconded by Councilmember Gallo to appoint Debra Donoghue to the Public Art Commission. Motion carried unanimously.

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: Diane Halverson**)

ORAL COMMUNICATIONS

None

COUNCIL MEMBERS’ COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo suggested the Recreation Department consider adding Pickle Ball to their programs; indicated several students from Japan would be visiting the city; and suggested signs be posted in the parks reminding people not to leave pets in parked cars.

Councilmember Morasco asked for an agenda item to discuss a group of businesses wishing to volunteer time, materials and plants to place a moveable, temporary garden on the corner of Juniper and Grand Avenue.

ADJOURNMENT

Mayor Abed adjourned the meeting at 10:04 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 1, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 1, 2012 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/SUCCESSOR AGENCY/RRB)

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

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

- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee 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

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:25 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 1, 2012
4:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, August 1, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

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

ORAL COMMUNICATIONS

Scott Davis, Escondido, indicated there had been some resolution to his residential traffic problem and voiced concern with safety issues at Citrus Street.

Roy Garrett, Escondido, requested that a portion of the East Valley Community Center branch library space should be left unused and that Interfaith Community Services' rent should not be increased.

CONSENT CALENDAR

Councilmember Gallo removed items 7 and 8 and Councilmember Waldron removed item 11 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron that the following Consent Calendar items be approved with the exception of items 7, 8 and 11. 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 27, 2012**

4. **TEMPORARY PARK AND RIDE AT KIT CARSON PARK BUDGET ADJUSTMENT** – Request Council approve a budget adjustment to receive and expend \$60,000 from SANDAG. The revenue is given in consideration of the temporary use of the Adult Softball Parking Lot as a temporary Park and Ride Facility. (File No. 0430-80)

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

5. **TARGET CORPORATION GRANT FOR 2012 NATIONAL NIGHT OUT AND BUDGET ADJUSTMENT** – Request Council approve a \$1,000 grant award from Target Corporation; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve a budget adjustment needed to set up and spend grant funds for the 2012 National Night Out Against Crime. (File No. 0480-70)

Staff Recommendation: Approval (**Police Department: Cory Moles**)

6. **NOTICE OF COMPLETION FOR THE REED RESERVOIR REPLACEMENT PROJECT** – Request Council authorize the Utilities Director to file a Notice of Completion for the Reed Reservoir Replacement Project. (File No. 0600-10 [A-2983])

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

RESOLUTION NO. 2012-124

7. **CONSULTING AGREEMENT WITH BRIAN F. SMITH AND ASSOCIATES FOR ARCHAEOLOGICAL MITIGATION SERVICES FOR THE CITRACADO PARKWAY, ANDREASEN DRIVE TO WEST VALLEY PARKWAY, STREET IMPROVEMENT PROJECT** – Request Council approve a consulting agreement with Brian F. Smith and Associates in the amount of \$496,000 for Phase 1 of the cultural resources data recovery in conjunction with the improvements of the Citracado Parkway, Andreasen Drive to West Valley Parkway Street Improvement Project; and request Council authorize an additional \$475,000 for Phase 2 work should it become necessary. (File No. 0600-10 [A-3058])

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

RESOLUTION NO. 2012-134

Councilmember Gallo commented that this Resolution was for the design only.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to approve a consulting agreement with Brian F. Smith and Associates in the amount of \$496,000 for Phase 1 of the cultural resources data recovery in conjunction with the improvements of the Citracado Parkway, Andreasen Drive to West Valley Parkway Street Improvement Project; authorize an additional \$475,000 for Phase 2 work should it become necessary and adopt resolution No. 2012-134. Motion carried unanimously.

8. **CONSULTING AGREEMENT WITH AECOM - CITRACADO PARKWAY, ANDREASEN DRIVE TO WEST VALLEY PARKWAY, STREET IMPROVEMENT PROJECT** – Request Council approve a consulting agreement with AECOM in the amount of \$2,135,356 for the final design of the Citracado Parkway, Andreasen Drive to West Valley parkway, Street Improvement Project; and approve an additional \$68,445 for additional design services, should they be necessary. (File No. 0600-10 [A-3059])

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

RESOLUTION NO. 2012-115

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to approve a consulting agreement with AECOM in the amount of \$2,135,356 for the final design of the Citracado Parkway, Andreasen Drive to West Valley Parkway, Street Improvement Project; approve an additional \$68,445 for additional design services, should they be necessary and adopt Resolution No. 2012-115. Motion carried unanimously.

- 9. EASEMENT DEED TO SAN DIEGO GAS & ELECTRIC COMPANY FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRIC FACILITIES AND APPURTENANCES ALONG BEETHOVEN DRIVE** – Request Council authorize the Real Property Manager and City Clerk to execute an Easement Deed to San Diego Gas & Electric Company for installation and maintenance of underground electric facilities and appurtenances. (File No. 0690-80)

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

RESOLUTION NO. 2012-129

- 10. RESOLUTION TO IMPLEMENT A DIFFERENT LEVEL OF BENEFITS FOR NEWLY HIRED UNREPRESENTED EMPLOYEES AND ELECTED OFFICIALS FOR CALPERS RETIREMENT** – Request Council approve implementing a Different Level of Benefits (Government Code Section 20475) – 2% @ 60, (Government Code Section 21353) and Three-Year Final Compensation (Government Code Section 20037) for newly hired Unclassified Clerical, Technical, Eligible Part-time, Management and Elected Officials. (File No. 0720-40)

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

RESOLUTION NO. 2012-139

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.)

- 11. COMMUNITY SERVICES COMMISSION ORDINANCE** – (APPROVED WITH A VOTE OF 5/0 on July 25, 2012) (File No. 0680-10)

ORDINANCE NO. 2012-15 (Second Reading and Adoption)

Councilmember Waldron wished her vote on the Ordinance to be no.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to reflect Councilmember Waldron's vote on the Ordinance to be no. Motion carried unanimously.

CURRENT BUSINESS

- 12. UPDATE ON THE COUNTY OF SAN DIEGO'S BEAR VALLEY PARKWAY NORTH PROJECT AND A RESOLUTION CONSENTING TO THE ESTABLISHMENT OF PORTIONS OF BEAR VALLEY PARKWAY AS INCLUDED IN HIGHWAYS OF THE COUNTY OF SAN DIEGO –** Request Council approve the establishment of portions of Bear Valley Parkway as included in highways of the County of San Diego for the limited purposes of improvement, construction, repair and acquisition of right-of-way in connection with the Bear Valley Parkway Road Improvement Project. (File No. 0690-10)

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

RESOLUTION NO. 2012-130

Ed Domingue, Engineering Services Director, introduced Terry Rayback and Mark Perrett, County of San Diego, who gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve the establishment of portions of Bear Valley Parkway as included in highways of the County of San Diego for the limited purposes of improvement, construction, repair and acquisition of right-of-way in connection with the Bear Valley Parkway Road Improvement Project and adopt Resolution No. 2012-130. Motion carried unanimously.

- 13. LAKE WOHLFORD DAM REPLACEMENT DESIGN CONSULTING AGREEMENT AND BUDGET ADJUSTMENT –** Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement design in the amount of \$3,496,740; and approve a budget adjustment in the amount of \$3,000,000. (File No. 0600-10 [A-3660])

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

RESOLUTION NO. 2012-127

Christopher McKinney, Utilities Director, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Diaz to authorize the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement design in the amount of \$3,496,740; approve a budget adjustment in the amount of \$3,000,000 and adopt Resolution No. 2012-127. Motion carried unanimously.

WORKSHOP

- 14. 2011-2012 CITY COUNCIL ACTION PLAN – SECOND UPDATE –** Request Council receive and file the second update of the 2011-2012 City Council Action Plan update and provide direction on potential adjustments to the document. (File No. 0610-95)

Staff Recommendation: Receive and File (**City Manager's Office: Joyce Masterson**)

Joyce Masterson, Assistant to the City Manager; gave the staff report and presented a series of slides.

COUNCIL ACTION: NO ACTION, INFORMATION ONLY

FUTURE AGENDA

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

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

Councilmember Diaz asked to keep back and not lease some of square footage at the former East Valley Community Center branch library and asked to sponsor a presentation to learn about community choice aggregation to provide electrical use to everyone in the County.

ORAL COMMUNICATIONS

None

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo stated the NCTD had replaced several buses; the Borders Committee had a conference in Tijuana; Cox Communications was dropping KTLA; the Grape Day Festival was scheduled for September 8, 2012 in Grape Day Park with a wine tasting pavilion; and suggested installing electrical car charging stations around the city.

Councilmember Morasco indicated there were preliminary plans for a temporary gardening project on the corner of Juniper and Grand Avenue.

Councilmember Waldron stated the RSWA Board made a decision to donate \$1,000 to help with education programs for household hazardous waste.

Councilmember Diaz noted the passing of Jack Campbell, former Planning Commissioner, and Scott Kuhnly, a local artist.

Mayor Abed reported on the memorial services for Jack Campbell; the Sierra Club had challenged the Regional Transportation Plan; SANDAG had worked with Oceanside and Carlsbad to restore the Buena Vista Lagoon and was completing an analysis to complete the coastal corridor. He also reported that the Mayor's Economic Advisory Board had met today, the Maple Street Pedestrian Plaza was 60% complete and recognized Officer Art Craig for his actions in facilitating in a dispute.

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:15 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 8, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 8, 2012 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/SUCCESSOR AGENCY/RRB)

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee 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. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- Property: 455 N. Quince
 - City Negotiator: Debra Lundy, Real Property Negotiator
 - Negotiating parties: Wickline Bedding
 - Under negotiation: Price and Terms of Lease Agreements

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

Property: 210 S. Broadway
City Negotiator: Debra Lundy, Real Property Negotiator
Negotiating parties: Dr. Stanley Schaeffer
Under negotiation: Price and Terms of Lease Agreements

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

Property: 2269 East Valley Parkway
City Negotiator: Debra Lundy, Real Property Negotiator
Negotiating parties: Escondido Community Child Development Center
Under negotiation: Price and Terms of Lease Agreements

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

Property: 401 N. Spruce Street
City Negotiator: Debra Lundy, Real Property Negotiator
Negotiating parties: Interfaith Community Services
Under negotiation: Price and Terms of Lease Agreements

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:49 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 8, 2012
4:30 p.m. Meeting Minutes

Escondido City Council
and as Successor Agency to the CDC

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Successor Agency to the CDC was called to order at 4:52 p.m. on Wednesday, August 8, 2012 in the Council Chambers at City Hall with Mayor Sam Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

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

PRESENTATION

Mayor Abed introduced Jerry Van Leeuwen, Community Services Director, who gave a presentation in Recognition of Junior Olympics for Water Polo.

ORAL COMMUNICATIONS

Richard Alegre, Escondido, introduced himself and indicated he was running for a Council seat.

Roy Garrett, Escondido, requested the Council reserve a space in the closed branch library for a future branch library.

Patricia Borchmann, Escondido, asked Council place the San Onofre Nuclear Power Plant on a future agenda for discussion.

CONSENT CALENDAR

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo that the following Consent Calendar items be approved. Motion carried unanimously.

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

4. **BID AWARD FOR THE MANHOLE REHAB. 2012 PROJECT** – Request Council determine the sole bid received from Social Pacific Construction Corporation to be a responsive and responsible bid; and authorize the Mayor and City Clerk to execute a Public Improvement Agreement with Social Pacific Construction Corporation in the amount of \$328,600 for the Manhole Rehab. 2012 Project. (File No. 0600-10 [A-3053])

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

RESOLUTION NO. 2012-142

5. **TERMINATE LIQUID CHLORINE BID AWARD TO THATCHER COMPANY AND APPROVE A BID AWARD FOR LIQUID CHLORINE TO DX SYSTEMS** – Request Council approve termination of liquid chlorine delivery with Thatcher Company; and approve the bid award for liquid chlorine delivery to DX Systems. (File No. 0600-10 Misc.)

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

RESOLUTION NO. 2012-138

6. **DESTRUCTION OF RECORDS** – Request Council authorize the destruction of the specified Police Department records and the destruction of City records for the following departments: City Attorney, City Clerk, City Manager, Code Enforcement, Community Services, Employee Benefits, Engineering, Fire, HARRF, Housing/CDBG, Human Resources, Information Systems, Library, Payroll, Planning, Public Works, Risk Management, Utilities and Workers' Compensation. (File No. 0160-35)

Staff Recommendation: Approval (**City Clerk's Office: Diane Halverson**)

RESOLUTION NO. 2012-126R

7. **RECOGNIZED OBLIGATION PAYMENT SCHEDULE (REDEVELOPMENT) FOR JANUARY 2013 THRU JUNE 2013** – Request Council approve the Recognized Obligation Payment Schedule ("ROPS") so the Successor Agency may continue to make payments due for enforceable obligations. (File No. 0860-20)

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

RESOLUTION NO. 2012-136

8. **CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR LEONARDO MANISCALCO** – Request Council approve the California Public Employees' Retirement System (calPERS) Industrial Disability Retirement for Fire Captain Leonardo Maniscalco. (File No. 0170-57)

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

RESOLUTION NO. 2012-137

9. **APPROPRIATION OF FUNDS FROM THE PROPERTY INSURANCE FUND BALANCE TO THE PROPERTY INSURANCE OPERATING BUDGET FOR THE FISCAL YEAR 2012-2013 AND BUDGET ADJUSTMENT** – Request Council approve the appropriation of funds from the Property Insurance Fund balance to the Property Insurance Operating Budget in the amount of \$20,000. (File No. 0170-20)

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

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.)

CURRENT BUSINESS

10. **2013 AMGEN TOUR OF CALIFORNIA PROPOSAL** – Request Council provide direction to City Staff regarding the submission of a proposal for Escondido to serve as the overall start host city for the 2013 AMGEN Tour of California on May 12, 2013. (File No. 0150-60)

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

Joyce Masterson, Assistant to the City Manager, gave the staff report and presented a series of slides.

Alfredo Velasco, Chamber of Commerce Board Member, indicated the Chamber enthusiastically supported hosting the 2013 AMGEN Tour of California in Escondido.

COUNCIL ACTION: Directed staff to submit a proposal for Escondido to serve as the Start Host City for the 2013 AMGEN Tour of California.

FUTURE AGENDA

11. **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

None

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo indicated the Escondido Girls Softball 14U Extreme Team would return to give Council a presentation, Education Compact CX3 would also give the Council a presentation and that there had been a Glow in The Dark event on the previous Saturday night in Grape Day Park.

Mayor Abed stated he and Councilmember Diaz attended a briefing at the San Onofre Nuclear Power Plant and had invited Edison to give a presentation to the Council on safety preparedness and the San Diego Business Journal highlighted Escondido in an article.

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:55 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 15, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 15, 2012 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/SUCCESSOR AGENCY/RRB)

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee 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

Mayor Abed adjourned the meeting at 4:02 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 15, 2012
4:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, August 15, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE:

ATTENDANCE

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

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

PRESENTATION

Mayor Abed introduced the Escondido Girls Softball 14U Extreme Team who gave a presentation on winning the Western National Softball Championship in Fort Collins, Colorado.

Councilmember Gallo introduced Valeria Hernandez and Carolina Ruiz, Escondido Education Compact Communities of Excellence, who gave a presentation on the CX3 Student Group's involvement in Nutrition, Physical Activity and Obesity Prevention.

ORAL COMMUNICATIONS

Charles, Escondido, indicated he supported Interfaith Community Services' programs.

Paola Potts, Escondido, requested that signs be posted in city parking lots to warn pet owners not to leave their pets in locked cars during hot weather.

CONSENT CALENDAR

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo that the following Consent Calendar items be approved. Motion carried unanimously.

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

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

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) (File No. 0720-40)

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. (File No. 0697-20-9856)

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

RESOLUTION RRB NO. 2012-09

Jerry Van Leeuwen, Community Services Director, 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.

Chad Casenhiser, Park Owner, indicated the residents and owner had met often to discuss issues, listed the positive changes in the park, and asked Council to grant the short-form application.

Joe McCoy, Resident Representative, stated the park owner and residents met often to review resident concerns and they had a negotiated agreement on maintenance issues. He indicated the residents were not protesting the rent increase.

Dale Anderson, Escondido, stated he did not support the agreement or the rent increase and asked Council to deny it.

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 Gallo to approve the short-form rent increase and adopt Resolution RRB No. 2012-09. Motion carried unanimously.

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 \$1,000,000. (File No. 0600-10 [A-3057])

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

RESOLUTION NO. 2012-135

Elisa Marrone, Utilities Department, gave the staff report and presented a series of slides.

Annette Theaker, Ramona Paving, distributed information and asked Council to reject Southland Paving's bid.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to 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; approve a Budget Adjustment in the amount of \$882,000 and adopt Resolution No. 2012-135. Motion carried unanimously.

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**)

Councilmember Gallo stated he would like a discussion on initiating an ordinance that would tow uninsured motorists to an impound lot until they could provide proof of insurance.

ORAL COMMUNICATIONS

None

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo reported on the Police Athletic League (PAL) basketball game that was held recently. In the County it had been reported that many children, as well as animals, died from being left in cars that were too hot.

Councilmember Morasco stated that there had been a recommendation from the Parking Subcommittee to pave the property on Juniper and Grand, but the local business were working on a proposal for a temporary removable garden on that corner.

Councilmember Diaz indicated the Parking Subcommittee had recommended paving the corner at Juniper and Grand but they were aware of the proposal for a temporary garden and were working on both projects.

Councilmember Waldron stated there was a significant rise in prescription drug abuse and deaths. She gave the prescription hotline number, 877-662-6384 to turn in prescription drugs that are unused or no longer needed.

Mayor Abed indicated that he was making visits to local businesses and a Town Hall meeting was scheduled in the Council Chambers on September 19, 2012 at 4:30 p.m.

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:00 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 22, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 22, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

The following members were present: Councilmember Ed Gallo, Councilmember Michael Morasco, Deputy Mayor Marie Waldron, and Mayor Sam Abed. Councilmember Diaz absent. Quorum present. Councilmember Diaz arrived at 3:37 p.m.

Wally Gutierrez, Escondido, indicated he was happy with the new recreation catalog and asked what the price was for reproducing the catalog.

Roy Garrett, Escondido, voiced concern with some closed session discussions on public services.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee 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. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

Property: 207 N. Pennsylvania Avenue
City Negotiator: Debra Lundy, Real Property Negotiator
Negotiating parties: Lee Publications
Under negotiation: Price and Terms of Payment

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
August 22, 2012
4:30 p.m. Meeting Minutes

Escondido City Council
Mobile Home Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Mobilehome Rent Review Board was called to order at 4:30 p.m. on Wednesday, August 22, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

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

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

Mayor Abed removed item 12 from the Consent Calendar and indicated it would not be discussed.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of item 12. Motion carried unanimously.

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

4. **ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS** – Request Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for fiscal year 2012-13. (File No. 0440-35)

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

RESOLUTION NO. 2012-112

5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2012** – Request Council receive and file the Quarterly Investment Report. (File No. 0490-55)

Staff Recommendation: Receive and file (**City Treasurer's Office: Kenneth Hugins**)

6. **LINDLEY RESERVOIR REPLACEMENT DESIGN CONSULTING AGREEMENT** – Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with MWH Corporation for the Lindley Reservoir Replacement Design in the amount of \$561,623. (File No. 0600-10 [A-3062])

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

RESOLUTION NO. 2012-143

7. **FIRST AMENDMENT TO LEASE AGREEMENT WITH HAIRCUTS PLUS AT 2255 EAST VALLEY PARKWAY** – Request Council authorize the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with Haircuts Plus at 2255 East Valley Parkway. (File No. 0600-10 [A-1734])

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

RESOLUTION NO. 2012-145

8. **LEASE AGREEMENT WITH 4 SEASONS NAIL & SPA AT 2257 EAST VALLEY PARKWAY** – Request Council authorize the Real Property Manager and City Clerk to execute a Lease Agreement with 4 Seasons Nail & Spa at 2257 East Valley Parkway. (File No. 0600-10 [A-1082])

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

RESOLUTION NO. 2012-146

9. **FIREFIIGHTERS' ASSOCIATION (SAFETY UNIT) MEMORANDUM OF UNDERSTANDING** – Request Council amend the Firefighters' Association (Safety Unit) Memorandum of Understanding. (File No. 0740-30)

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

RESOLUTION NO. 2012-148

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.)

PUBLIC HEARING

- 10. APPEAL OF PLANNING COMMISSION DECISION TO DENY A CONDITIONAL USE PERMIT FOR A RESIDENTIAL CARE FACILITY (PHG 11-0033)** – Request Council approve the applicant's appeal; and authorize the proposed Conditional Use Permit for a two-story, approximately 75,913 SF residential-care facility (Monticello Assisted Living) on a vacant 4.31-acre parcel of residentially-zoned land, addressed as 2323 Felicita Road (APN 238-101-38). (File No. 0800-40 PHG-11-0033)

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

RESOLUTION NO. 2012-144

Jay Paul, 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.

Matthew Parks, Torrey Pines Development, presented a series of slides, listed the qualities of the project and asked Council to grant the appeal.

Douglas Pancake, Architect, presented a series of slides, and listed the merits of the project and requested Council grant their appeal.

Barry Baker, Escondido, indicated the project was too large for the area and asked Council to deny the appeal.

Herb French, Escondido, stated the project was too big, voiced concern with traffic, parking issues and light pollution. He asked Council to deny the project.

Alexis French, Escondido, expressed concern with traffic issues and indicated she did not support such a large project in the neighborhood.

Mike Mogelinski, Escondido, stated the size of the facility was very large and he did not want the project in the area.

Arthur Parker, Escondido, voiced concern with the ground water level from wells and with septic tank issues. He indicated he did not want such a large facility in the neighborhood.

Jim Francois, Escondido, stated he approved the project and asked Council to approve the appeal.

Tom Seymour, Escondido Land Owner, indicated he wished to build a school in the area and he requested Council approve the project.

Gabby Bowden, Escondido, indicated the area was rural and she did not support a large assisted care facility in the neighborhood.

Diane Popoff, Escondido, stated the project was too big for the neighborhood and asked Council to deny the appeal.

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 Gallo to approve the applicant's appeal; and authorize the proposed Conditional Use Permit for a two-story, approximately 75,913 SF residential-care facility (Monticello Assisted Living) on a vacant 4.31-acre parcel of residentially-zoned land, addressed as 2323 Felicita Road (APN 238-101-38) and adopt Resolution No. 2012-144. Ayes: Abed, Gallo, Morasco and Waldron. Noes: Diaz. Absent: None. Motion carried.

- 11. SHORT-FORM RENT INCREASE APPLICATION FOR GREEN TREE MOBILE ESTATES –** Request Council consider the short-form rent increase application submitted for Green Tree Mobile Home Estates and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.989% (an average of \$15.07) for the period December 31, 2009, through December 31, 2011. (File No. 0697-20-9855)

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

RESOLUTION RRB NO. 2012-08

Karen Youel, Housing 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.

Terre Catalano, Owner Representative, indicated the residents and owner met often to discuss concerns and asked the Council to approve the rent increase.

Don Greene, Resident Representative, stated the owners and residents had a negotiated agreement and the residents were not contesting the rent increase.

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

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve the short-form rent increase and adopt Resolution RRB No. 2012-08. Motion carried unanimously.

CURRENT BUSINESS

- 12. KEYS TO HOUSING: ENDING FAMILY HOMELESSNESS INITIATIVE PRESENTATION –** Request Council endorse the Keys to Housing, Housing Tool Box, which is a compilation of strategies from which stakeholders can identify action items that can be incorporated into their own plans. (File No. 0260-45)

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

RESOLUTION NO. 2012-140

THIS ITEM WAS NOT DISCUSSED

13. **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) (File No. 0720-40)

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

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Gallo to 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 and adopt Ordinance No. 2012-16RR. Motion carried unanimously.

FUTURE AGENDA

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

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

ORAL COMMUNICATIONS

None

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo stated Mayor Abed would be attending the Republican National Convention; Joe Russo, Building Official, was retiring in September after 28 years with the city; and an Escondido citizen had inquired on the possibility of Grand Avenue becoming a pedestrian mall.

Councilmember Diaz indicated that two Escondido residents going to the Democratic National Convention; she attended a River Park meeting where plans were being developed to add an orchard and barn to the Sykes Adobe; and she asked if the public storage facility could be hidden by landscaping and a different paint color.

Councilmember Waldron stated she had received questions from citizens on the timeline for the Walmart to be up and running.

Councilmember Morasco indicated the new Target located in the Westfield shopping mall was nearly complete.

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:00 p.m.

MAYOR

CITY CLERK

MINUTES CLERK



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Lift Station Consolidation Design Consulting Agreement

RECOMMENDATION:

The Utilities Department requests that the City Council adopt Resolution No. 2012-151 authorizing the Mayor and City Clerk to execute a Consulting Agreement with Brown and Caldwell Corporation for the Lift Station Consolidation Design in the amount of \$862,759.

FISCAL ANALYSIS:

The West Side Lift Station Evaluation Project, CIP (808810), currently has \$3,950,892 available.

PREVIOUS ACTION:

In November 2011, the City contracted with Brown and Caldwell for professional consulting services to develop design parameters and preliminary pipeline alignments for the consolidation of Lift Stations 6, 9, and 11 into a single lift station.


BACKGROUND:

Study of Lift Stations 6, 9, and 11 revealed economic benefits of consolidating these three stations into one new lift station. The new station would be located near the present location of Lift Station 6. Benefits would be realized primarily from maintenance cost savings and greatly reduced energy use.

This contract with Brown and Caldwell Corporation includes full design drawings and specifications and all required environmental studies and documentation. It also includes acquisition of all required permits. The design will include the new wastewater lift station, approximately 1 mile of wastewater force main, and approximately 1 mile of gravity sewer.

This design contract is the first element required to consolidate Lift Stations 6, 9, and 11. In the near future, the Department will bid and award a construction contract for the new lift station and the associated sewer lines necessary to place the new lift station into service.

Respectfully submitted,


Christopher W. McKinney

Director of Utilities

RESOLUTION NO. 2012-151

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 CONSULTING AGREEMENT WITH
BROWN AND CALDWELL FOR THE LIFT
STATION CONSOLIDATION DESIGN

WHEREAS, the City desires to improve the cost efficiency of pumping for wastewater in the collection system; and

WHEREAS, it is in the best interest of the City operationally to consolidate three existing wastewater pump stations into one new pump station; and

WHEREAS, a selection panel has selected Brown and Caldwell as being the most qualified proposer; and

WHEREAS, the Director of Utilities recommends that the Consulting Agreement ("Agreement") with Brown and Caldwell be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest, to approve said Agreement with Brown and Caldwell.

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 hereby authorized to execute, on behalf of the City, an Agreement with Brown and Caldwell. A copy of the Agreement is attached as Exhibit "1" and is 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 _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: _____ Paul Keck _____
760-839-6299
("CITY")

And: Brown and Caldwell
9665 Chesapeake Drive, Suite 201
San Diego, CA, 92123
Victor Occiano, P.E.
858-514-8822
("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 design a replacement for Lift Station No. 6, and all necessary pipe infrastructure to consolidate the functions of the existing lift stations 6, 9, and 11; and
- 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" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$862,759. 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.

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: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(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.

Scope of Work

City of Escondido Lift Stations 6, 9, and 11 Consolidation Design Project

August 9, 2012

Background

The City is interested in reducing the number of sewer lift stations within their service area and has evaluated the potential to combine several lift stations. In May 2010, an evaluation and feasibility study was completed, which recommended consolidating existing sewer Lift Stations 6, 9, and 11 into a new single lift station. Brown and Caldwell (BC) reviewed and refined the feasibility Study and presented results in a Technical Memorandum (TM) in May 2012. This consolidation would require modifications to the area's existing local sewer collection system and abandonment of each of the existing stations forcemain piping, to be replaced with a single new forcemain. The selected option requires a new station to be constructed in the vicinity of existing Lift Station 6. Once the new station is complete and in operation, each of the three existing stations will be demolished.

For clarity the new station will be designated Lift Station 15 in this scope of work. It is anticipated that Lift Station 15 will have a firm capacity of approximately 700 gpm, and will consist of a below grade reinforced concrete epoxy lined wet well with two or three submersible pumps, including one standby. Electrical and ancillary equipment will be located above grade and housed in a new reinforced masonry block building. The structure will be designed to blend with the architecture of the surrounding community. The site will be secured with either a perimeter wall or wrought iron fence and automatic electric gate. Lift Station 15 will include a below grade emergency overflow basin used to provide passive storage of wastewater in the event of station failure. BC will work with the City to determine the volume of storage required for the project. The overflow basin will be constructed of either reinforced concrete or fiberglass. Ancillary equipment will include an emergency generator, odor control units, electrical, instrumentation, and control equipment.

Lift Station 15 will discharge to a new 8-inch forcemain that will run along Felicita Road, under I-15 and discharge to a new access manhole located at the highpoint of Felicita Road. From there it will flow by gravity through a new gravity sewer line that will convey the flow to the Center City Interceptor. The gravity collection system will be reconfigured to convey all existing and future inlet flows of Lift Stations 6, 9, and 11 to the inlet of new Lift Station 15 wet well.

Objectives

Per City request, BC is presenting this proposal to prepare construction documents necessary to construct a new lift station including, a new below ground wet well complete with new pumps, piping, and valves, a new above ground building, electrical and instrumentation equipment, odor control system, an emergency generator, approximately 4,500 linear feet of new 8-inch diameter force main,

approximately 1,600 linear feet of new discharge 12-inch gravity sewer and connection, and approximately 5,000 linear feet of new inlet 10-inch gravity sewer. The project will also add about 120 lineal feet of curb and gutter.

Scope

Tasks that will be undertaken to achieve the study objectives and specific deliverables are described in this section. Work required for certain disciplines and some tasks required for this project will be subcontracted to other firms. BC will coordinate the activities and incorporate work products of the various subconsultants including structural, surveying, geotechnical, and architectural into the design of Lift Station 15. Architectural and structural engineering work will only commence after the 30-percent design submittal, to be included in the 60-percent, 90-percent, and final design submittals.

Task 100 – Project Management

This task is comprised of the subtasks described below.

Subtask 101 – Project Management & Administration

This subtask includes general project management, internal project meetings, cost tracking and invoicing, project accounting, and general document management.

Subtask 102 - Meetings

It is anticipated that project meetings will be held at the City offices and generally will be attended by BC's Project Manager and Project Engineer. Specifically, the following meetings are anticipated:

- Project Kickoff Meeting: BC's Project Manager and Project Engineer will attend the project kickoff meeting.
- Project Coordination Meetings: BC's Project Manager and Project Engineer will attend four (4) project coordination meetings. The coordination meetings will be scheduled as needed.
- Design Review Meetings. BC's Project Manager, Project Engineer and other technical staff as required will attend three (3) design review meetings. It is anticipated that review meetings will be conducted following the 30-percent, 60-percent, and 90-percent design submittals.

Task 100 Deliverables

- Meeting Agendas: An electronic copy of the meeting agenda in PDF format will be provided to the City's Project Manager prior to each meeting.

Task 200 – Investigations

This task is comprised of the subtasks described below.

Subtask 201 – Survey

BC and subconsultants will prepare a base map of the project area in AutoCAD format. The base map will include the pipeline and station site, and will include all existing features such as landmarks, roads, topography and existing utility information. This Subtask includes, aerial mapping, locating surface utilities, and AutoCAD survey file preparation.

Subtask 202 – Geotechnical Investigation

BC subconsultant Ninyo & Moore will review readily available published and in-house geotechnical literature; groundwater data; topographic, geologic, and fault maps; and aerial photographs. They will obtain boring permits from the County of San Diego Department of Environmental Health (DEH), traffic control and encroachment into the City's Right-of-Way, and mark-out of existing underground utilities.

They will perform a subsurface evaluation to consist of excavating, logging, and sampling of eight (8) borings at various locations along the project. Three (1) boring will be at a depth up to 50 feet, four (4) borings will be up to a depth of 30 feet, and the remaining four (3) borings will be up to a depth of 10 to 15 feet. A draft and final geotechnical report will be prepared.

Assumptions:

- Permission for site access will be granted to the geotechnical subcontractor equipment and personnel and the site is drive-up accessible. Field exploration will be performed during normal daylight hours.
- The fee estimate has budgeted up to \$1,700 (one thousand seven hundred dollars) for the acquisition of City of Escondido traffic control permits (encroachment permits) and creating traffic plans. If the costs for these traffic-related services exceed \$1,700, an amendment will be required to cover the additional costs. If additional costs are anticipated, we agree to notify the City of any additional charges as soon they are known. Permit fees will be waived, or paid by the City.
- Maps of existing utilities will be provided for our review. If Underground Service Alert (USA) cannot locate underground utilities at the planned boring locations, a geophysical utility locating service will be retained for utility clearance. The cost of this service is not included in this fee estimate.
- Environmental consulting services (i.e. Phase I and II ESA, assessment of hazardous materials, soil and groundwater contamination, and analytical testing services) are not included in the scope of services.
- The drilling subcontractor is not subject to Prevailing Wage rates.
- Borings will be backfilled per County of San Diego Department of Environmental Health requirements.

Subtask 203 – Utility Research

BC will obtain, print, and review record drawings of existing utilities along the alignment. Locations of utilities identified by record drawings will be used as the basis for design. In the absence of other data, locations shown on record drawings will be considered accurate. Actual locations will be field investigated as follows: surface utilities will be shown on survey files, and critical utility crossings will be further investigated by BC and potholed for verification at critical locations under Subtask 800 below. The City will provide BC with access to record drawings for all City owned utilities along the alignment. BC will contact private utility companies to identify private utilities for inclusion in the contract documents.

Subtask 204 – Permitting

BC will identify and contact appropriate permitting agencies, investigate permit requirements, and assist the City in obtaining the necessary permits required for the Project. At this time Caltrans encroachment, RWQCB County, Site Development, and AQMD Permits are anticipated for the project. Potentially a mine safety and classification permit may be required, depending on the trenchless technology selected. BC will provide engineering support and technical information needed to prepare permit applications, BC will provide drawings and/or figures developed during the normal course of design. Special figures are not included in this task. BC will complete permit application for City submittals. Permit fees are not included in this scope and are to be paid directly by the City. The permit requirements and level of effort have been assumed for budgeting purposes. The actual effort and cost associated with the task will be billed on a time and materials basis.

Subtask 205 – Electrical Service Plan

BC will investigate existing electrical utility service and coordinate with SDG&E for electrical service to the lift station. BC will review SDG&E electrical service plan and provide design loads and electrical requirements to SDG&E for design of the site electrical service, including feed cable, transformer and

meter. Service design will be included in the final design documents with Contractor interface point identified.

Subtask 206 – Environmental Investigations and Permitting

Provide environmental services including the preparation of environmental documentation in accordance with the California Environmental Quality Act (CEQA) of 1970 (as amended) for the project. The project site is located in the City of Escondido (City) and unincorporated County of San Diego (County). Subconsultant HELIX will assume primary responsibility for completing the services described in this proposal with assistance from ASM Affiliates, Inc. (ASM), which will be responsible for cultural resources services.

This proposal assumes that the new lift station will be located within disturbed habitat and/or non-native grassland, with some trees and shrubs potentially present at or near the lift station site, and that an MND will be prepared. This task includes investigation of biological and cultural resources, preparation of letter reports for each describing the findings, and preparation of Draft MND, Final MND, and Notice of Determination. Biological resources study will include: Vegetation Mapping, General Botanical and Zoological Surveys, and preparation of finding in a letter report.

Some coastal sage scrub habitat may also be present in the area. however, this task does on include focused species (such as coastal California gnatcatcher) and/or rare plant surveys. These additional survey(s), if required, will require an augment.

Subtask 207 – Hydraulic Analysis (Excluding Surge)

BC will conduct a detailed design level analysis of the new lift station hydraulics to determine final hydraulics to be used for design level pump sizing and selection. The City has elected that the evaluation will not include a surge analysis to quantify pressure transients that would occur during sudden stopping of operating pumps as a result of a power outage. The surge evaluation and potential surge mitigation measures are considered unwarranted by the City and will not be incorporated into the design.

Subtask 208 – Potholing

Potholing will be utilized where practical to confirm critical data from the existing utility research. Record drawings will be utilized to identify design locations for the existing sewers and other utility data. Potholes will be excavated at various locations to locate the actual horizontal and vertical field position of the existing sewer or to obtain existing utility data and/or existing pipe material. Exposed utilities will be tape measured by AirX. Up to 10 potholes to a maximum of 10 feet in depth will be provided by BC through our Subcontractor, AirX Utility Surveyors, as part of this scope of services. Additional potholes or additional depth will considered additional work and paid on a per unit basis, as authorized in advance by the City.

Subtask 209 – Trenchless Construction Evaluation

BC Subconsultant will review geotechnical conditions and evaluate tunneling options including: conventional tunneling, bore and jacking, micro-tunneling, and HDD. Recommend preferred tunneling approach to be incorporated into final design. This task will include the preparation of short report describing findings and recommend preferred approach to be carried into design.

Task 300 – 30-Percent Design

Under Task 300, BC will prepare plans developed to the 30-percent design level, and a list (table of contents only) of applicable technical specifications. Design will be prepared using AutoCAD and utilizing appropriate layer capabilities. The submittal will include preliminary Civil, Mechanical, and Electrical,

drawings. Cost estimating, Scheduling, Architecture, Landscaping and Structural Engineering will not be part of the 30 percent submittal. All work shall be conducted under the direct supervision of a professional engineer licensed in the State of California.

This task also includes a subtask for conducting a quality assurance/quality control (QA/QC) review of the work products before they are submitted to the City. BC will designate an independent Quality Manager who will direct the QA/QC and review process. The review of design plans and calculations for each discipline will be conducted by the Quality Manager or an independent reviewer as directed by the Quality Manager.

Task 300 Deliverables

- 30-percent design drawings: An electronic copy in PDF format and two (2) hardcopy sets on 11x17 tabloid paper will be provided. The plans will include a cover sheet, Civil and Mechanical layouts, Electrical one-line diagrams, process and instrumentation diagrams (PIDs)
- List of specifications: An electronic copy in PDF format and two (2) hardcopy sets will be provided.

Task 400 – 60-Percent Design

Under this task, BC will advance the plans to the 60-percent design level, and also prepare a preliminary draft of applicable technical specifications. BC will address City comments received during the 30- percent design submittal review meeting in preparing the 60-percent design. In addition to the engineering disciplines listed earlier, the 60-percent design will include Architecture, Landscaping, and structural engineering, and demolition. It is assumed that BC will use existing drawings in PDF format for the demolition plans.

This task also includes a subtask for conducting a quality assurance/quality control review of the work products before they are submitted to the City. BC's Quality Manager will continue to direct the QA/QC review process. The review of design plans and calculations for each discipline will be conducted by an independent reviewer as directed by the Quality Manager.

Task 400 Deliverables

- 60-percent design drawings: An electronic copy in PDF format and two (2) hardcopy sets on 11x17 tabloid paper will be provided. The plans will include a cover sheet, General Notes sheet, Civil, Mechanical, Structural, and Architectural plans, sections and details, Electrical plans, PIDs and demolition and phasing plans.
- 60-percent specifications: An electronic copy in both PDF and native format (Microsoft Word) and two (2) hardcopy sets of technical specifications will be provided. The City's front end documents are not included in this submittal.

Task 500 – 90-Percent Design

Under this task, BC will advance the plans to the 90-percent design level and prepare draft-final versions of applicable technical specifications. BC will address City comments received during the 60-percent design submittal review meeting in preparing the 90-percent design. The 90 percent submittal will include all drawings. This task also includes a subtask for conducting a quality assurance/quality control review of the work products before they are submitted to the City. BC's Quality Manager will continue to direct the QA/QC review process.

Task 500 Deliverables

- 90-percent design drawings: An electronic copy in PDF format and two (2) hardcopy sets on 11x17 tabloid paper will be provided. The plans will include a cover sheet, General Notes sheet, Civil, Mechanical, Structural, and Architectural plans, sections and details, Electrical plans, PIDs and demolition and phasing plans.

- 90-percent specifications: An electronic copy in both PDF and native (Microsoft Word) format and two (2) hardcopy sets of technical specifications will be provided. The City's front end documents are not included in this submittal.

Task 600 – Final Design

Under this task, BC will finalize the plans and technical specifications. BC will address City comments received during the 90-percent design submittal review meeting in finalizing the design. BC will also finalize the construction cost estimate and schedule. This task also includes a subtask for conducting a quality assurance/quality control review of the work products before they are submitted to the City. BC's Quality Manager will continue to direct the QA/QC review process. Engineering design drawings, specifications, and calculations shall be signed and stamped by the task leader or lead engineer who shall be registered to practice that discipline in the State of California

Task 600 Deliverables

- Final design drawings: An electronic copy in PDF format, two (2) hardcopy sets on 11x17 tabloid paper, and one set of full-size (34" x 22") signed/stamped Mylar sheets will be provided.
- Final specifications: An electronic copy in both PDF and native (Microsoft Word) format and two (2) hardcopy sets of technical specifications will be provided. The City's front end documents will be incorporated into this submittal.
- Calculations: An electronic copy in PDF format and one (1) hardcopy set of the finalized calculations

Task 700 –Design Subconsultants

Under this task, BC will subcontract with subconsultants for design phase services. BC will subcontract and coordinate with design subconsultants for the following disciplines:

- Subtask 701- Trenchless pipeline design
- Subtask 702- Structural engineering
- Subtask 703- Architectural design
- Subtask 704 -Traffic control
- Subtask 705- Landscape architecture

BC will incorporate subconsultant design drawings and specifications into the design package for an integrated contract document.

Structural Engineering will include on site structures only: a below grade wetwell reinforced concrete structure, an above grade CMU block building, and an overflow structure. No off-site structures are included in the scope.

Traffic Engineering includes preparation of Traffic Control Plans for the project limits. Develop construction staging concepts for each pipeline limits. The limits of the project are as follows:

1. Bernardo Ave south of Hamilton Lane
2. Hamilton Lane from Lift Station 9 to Felicita Road
3. Felicita Road/Felicita Ave intersection:
 - Hamilton Lane to Lift Station No. 6 south of Gamble Lane
 - Lift Station No. 6 to Gamble Lane
 - Gamble Lane to Montview Lane
 - Montview Drive to Center City Parkway.

A maximum number of sixteen (16) traffic control plan sheets are anticipated and included in the scope of services.

Task 710 – Cost Estimating

Under this task, BC will prepare the engineer's estimate of anticipated construction cost based on the 90% design packages. As part of this task, BC will prepare a 90% construction cost estimate to meet AACEI Class 1.

Task 710 Deliverables

- AACEI Class 1- construction cost estimate at 90% design

Task 720 – Prepare SWPPP

BC will prepare a storm water pollution prevention plan (SWPPP) for the project. Brown and Caldwell will develop one draft and one final SWPPP that will address storm water management during construction activities, and provide effective deployment of best management practices (BMPs). After City approval, it is anticipated that the City will submit the permit application, along with a copy of the SWPPP, to the California Regional Water Quality Control Board for review, approval, and issuance of an approved construction permit.

Task 720 Deliverables

- Ten (10) copies of the approved SWPPP will be prepared and submitted to the City. The City will pay the cost of all associated permit application fees.

Task 730 – Bid Phase Services

Under this task BC will provide engineering support services on a time and material basis as-requested by the City during the bid and award period.

Specific tasks to be provided may include the following:

1. Respond to bidder inquiries.
2. Prepare addenda.
3. Attend the pre-bid conference. Respond in-writing to questions and submit those responses to the City Project Manager.
4. Attend a preconstruction conference with the selected Construction Manager and/or Contractor.

Task 750 – Prepare Record Drawings

Under this task Brown and Caldwell will prepare record drawings from Contractor mark-ups. This task includes the following:

- Obtain a set of the approved Contractor's final Project Record Drawings (red-marked full sized prints showing the as-constructed Project configuration) from the City's Project or Construction Manager.
- Compile and review information from the final Contractor's Record Drawings, and change orders.
- Prepare and submit one complete set of full sized (24-inch x 36-inch) original Mylar Final Record Drawings. Each CADD drawing sheet shall be initialed by qualified responsible engineers registered in the state of California verifying the drawings are consistent with the received Contractor hand marked set. BC does not warranty the accuracy of the Contractor's

mark-ups, or that they accurately reflect the field conditions. Mylar shall be 3 mils minimum thickness.

Task 760 – Optional Tasks

This task is comprised of optional subtasks which maybe included at the city's option. They are as described below.

Subtask 761 – Pipe Bursting Design

BC will prepare pipeline design for the installation using a Pipe Bursting Method of replacement. It is assumed that the pipe bursting design will rely on existing drawings and less detailed design will be required. For this reason, the pipe bursting design is a credit.

Subtask 762 – Additional Discharge Pipeline Length

The City may want to realign the forcemain/ gravity portion of the project to connect to the Center City Interceptor at 15th street. This will require an additional 1,000 lf of survey, and pipeline design, and may require additional potholing. One (1) additional sheet is assumed.

Task 800 – Additional Services

This task is an allowance to cover additional services as they become apparent during the course of performing the project. This task will not be undertaken by the CONSULTANT without prior authorization by the CITY. The fees and description of any additional service will be provided to the CITY for approval and authorization.

Additional services are included not to exceed the value shown in the fee proposal.

Key Scope of Work Assumptions

Presented below are BC's key proposal assumptions used for development of the scope, fee and schedule:

1. City to provide all needed flow data. No field flow measurements or monitoring are included in this proposal.
2. City to provide Brown and Caldwell with all City GIS mapping layers and required record drawings on CD at the project kickoff meeting for the entire project area.
3. This scope and attached fee proposal are based on the recommended alternative described in the Basis of Design TM dated May 10, 2012 by BC.
4. Preparation of legal descriptions and plats, and easement acquisition work is not included in the scope of work.
5. Structural engineering for off pump station site structures such as vaults or junction structures, and no structural engineering for on-site retaining walls or site perimeter block wall. Fencing has been used for budgeting purposes. Walls if required will be per the regional standard drawings.
6. The aerial survey will not include aerial photographs.
7. This proposal does not include construction support services.
8. Excluded from this scope of work are: Permit Fees, acoustical analysis, Contractor staging plans, design of contaminated soils remediation and handling, trenchless crossing of I-15, off lift station site structural engineering, Public Outreach Support. No public meetings, business owner outreach meetings, displays, or informational flyers for community presentations are included.
9. The proposal assumes preparation of an MND and a disturbed site. It is assumed that a migratory bird survey will be required prior to construction, and therefore is not included. Special fo-

cused species surveys (such as coastal California gnatcatcher) and/or rare plant surveys are not included.

Fee

Brown and Caldwell propose to complete the scope of work for the cost presented in the attached detailed fee proposal.

Schedule

Brown and Caldwell propose to complete the scope of work with-in 12 months of NTP.

End of Scope

Limitations:

The information contained in this proposal is proprietary and contains confidential information that is of significant economic value to Brown and Caldwell. It is intended to be used only for evaluation of our qualifications to provide services. It should not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Easterly Recycled Water Main Extension Design Consulting Agreement

RECOMMENDATION:

The Utilities Department requests that the City Council adopt Resolution No. 2012-150 authorizing the Mayor and City Clerk to execute a Consulting Agreement with RMC Corporation for the Easterly Recycled Water Main Extension Design in the amount of \$1,114,843.

FISCAL ANALYSIS:

The RW Easterly Main Extension Project, CIP (801201) currently has \$3,750,000 available, and the RW Easterly Main Tank and Pump Station CIP (801202) currently has \$2,000,000 available.

PREVIOUS ACTION:

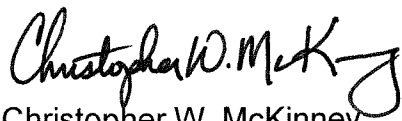
In November 2011, the City contracted with RMC for professional consulting services to develop a preliminary design report. This report identified potential alignments and locations for approximately 6 miles of recycled water transmission main, 4 miles of brine pipeline, a storage reservoir, and a pump station to deliver Recycled Water to the agricultural community on the east side of the City.

BACKGROUND:

This contract with RMC Corporation includes full design drawings and specifications and environmental studies and documentation. It also includes acquisition of all required permits for construction. The brine line will enable future water treatment in the eastern areas of the City to bring the recycled water to the quality required for irrigation of avocado groves and potential Indirect Potable Reuse.

This design contract is the first element required to construct infrastructure for delivery of recycled water to agricultural users in eastern Escondido. In the future, the Department will bid and award multiple construction contracts for construction of the Recycled Water Main, the Brine Line, the storage reservoir, and the pump station.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2012-150

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 CONSULTING AGREEMENT WITH RMC WATER AND ENVIRONMENTAL FOR THE EASTERLY RECYCLED MAINS EXTENSION DESIGN

WHEREAS, the City desires to facilitate delivery of recycled water to the Eastern side of the City; and

WHEREAS, the current recycled water system does not allow delivery to potential agricultural users on the Eastern side of the City; and

WHEREAS, a selection panel has selected RMC Water and Environmental as being the most qualified proposer; and

WHEREAS, the Director of Utilities recommends that the Consulting Agreement ("Agreement") with RMC Water and Environmental be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest, to approve said Agreement with RMC Water and Environmental.

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 hereby authorized to execute, on behalf of the City, an Agreement with RMC Water and Environmental. A copy of the Agreement is attached as Exhibit "1" and is 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 _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Paul Keck
760-839-6299
("CITY")

And: **RMC Water and Environment**
15510-C Rockfield Blvd, Suite 200
Irvine, CA 92618
Scott Goldman, PE, BCEE
949-587-1700
("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 design recycled water and brine lines, a reservoir, and pump station to deliver recycled water to the Eastern area of the City; and
- 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" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$1,114,843. 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.

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: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

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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.

**City of Escondido
Easterly Recycled Water Main Extension
Final Design and Environmental Documentation**

Project Description

The City has identified significant recycled water demand east of downtown, beyond the extent of the existing recycled water system. The primary goal of the Easterly Recycled Water Main Extension Project (Project) is to deliver recycled water to a group of agriculture customers in the vicinity of Cloverdale Road and Mountain View Drive. A second group of agriculture customers was also identified northeast of downtown in the vicinity of Lake Dixon. In addition to serving agriculture demands, the Project will provide future service to three large irrigation customers: Oak Hill Memorial Park, Eagle Crest Golf Course, and San Diego Zoo Safari Park.

A portion of the Project facilities may also be used to convey recycled water from Hale Avenue Resource Recovery Facility (HARRF) to a potential Advanced Water Treatment (AWT) facility that may be located in the vicinity of Lake Dixon. Finally, the project includes construction of a brine disposal pipeline (brineline) parallel to an existing recycled water pipeline and a portion of the proposed recycled water pipeline.

RMC Water and Environment (RMC) was hired by the City of Escondido (City) to prepare a preliminary design report for the Project. A draft report was submitted and reviewed by the City. RMC is currently finalizing the report based on City comments. The Preliminary Design Report (Report) defines the Project components, facility sizing, and preliminary design criteria; establishes the pipeline alignment; and identifies general pump station and storage tank configurations and locations.

The project will consist of the following improvements, which are included in the design and environmental documentation scope of work below:

1. Approximately 2.3 miles of 12-inch brineline from the existing City brineline at Harmony Grove Road and the Escondido Creek Channel, northeast mostly within the channel right-of-way to Broadway. The brineline will parallel an existing recycled water main. This segment of brineline includes three trenchless crossings at the following locations:
 - o Auto Park Way
 - o Tulip Street
 - o Railroad crossing north of Tulip

It is assumed that Caltrans will allow an open cut crossing under the I-15/channel overpass. Trenchless crossings may also be required at Escondido Boulevard and Centre City Parkway; however, these crossings both involve parallel construction as well and trenchless crossings may not be feasible.

2. Approximately 2.6 miles of parallel 12-inch brineline and 24-inch recycled water main from Broadway and the Escondido Creek Channel, northeast within the channel right-of way to Citrus Avenue. This segment includes two trenchless crossings under Ash Street (a State highway), one for the recycled water main, and one for the brine line.
3. Approximately 1.6 miles of 24-inch recycled water main from Citrus Avenue and the Escondido Creek Channel to Oak Hill Memorial Park to connect to a proposed recycled water main that will pass through the cemetery (designed by others). The pipeline will be within Citrus Avenue and Glenridge Road. This segment includes two trenchless crossings at the following locations:
 - o Valley Parkway
 - o Bear Valley Parkway
4. Approximately 0.6 miles of 24-inch recycled water main from Oak Hill Memorial Park to the driveway of the Grangetto property on Mountain View drive.

5. Approximately 0.6 miles of 24-inch recycled water main within Oak Hill Memorial Park property to a proposed tank on the property (see below).

or

Approximately 0.3 miles of 24-inch recycled water main within the Grangetto property to a proposed tank on the property (see below).

6. A pre-stressed concrete recycled water storage tank, approximately 1 to 2 million gallons in volume, located at either the Oak Hill Memorial Park site or at the Grangetto site. The recommended location will be determined as part of the 30% design development and selected by the City.
7. A recycled water pump station located at Mountain View Park site.

The City would like to construct the project under four separate bid packages, which is reflected in the scope of work and fee estimate. The four bid packages are defined below:

- **Bid Package 1 (Pipeline within Channel)** – Includes pipeline improvements generally within the Escondido Creek Channel right-of-way. A small portion of the pipeline is within City streets (1, 2 and 3 above).
- **Bid Package 2 (Pipeline within Streets)** – Includes pipeline improvements within City streets and a small portion on private property to the tank site (3, 4, and 5 above).
- **Bid Package 3 (Storage Tank)** – Includes a recycled water storage tank and associated onsite improvements (6 above).
- **Bid Package 4 (Pump Station)** – Includes a recycled water pump station and associated onsite improvements (7 above).

The preliminary design report will serve as the basis for final design, including the pipeline alignment corridor and design criteria. The preliminary design report was general in terms of recommendations for structural and electrical/controls design criteria and recommendations. Design criteria for these disciplines will be refined as part of 30% design development.

Task 1 – Project Management

1.1 Project Meetings/Workshops

RMC will prepare for and attend up to six project meetings with the City at key points throughout the project. The meetings are anticipated to include the following:

- Final Design Kickoff Meeting
- 30% Design Review Workshop
- 60% Design Review Workshop
- 90% Design Review Workshop
- Two meetings, as needed

RMC will prepare an agenda and meeting notes for each meeting and distribute to the City project manager. At a minimum, RMC's project manager and a project engineer will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls, which may also include web-based presentations.

1.2 Project Tracking and Communication

RMC will prepare and submit progress reports and an updated the project schedule with the monthly project invoice. RMC will provide regular project coordination, communication and updates to the City and track the project scope, budget and schedule.

1.3 – Quality Assurance and Quality Control

RMC will implement its quality assurance program for the project, which will include a senior level technical review of major project deliverables.

Task 1 Deliverables

- Meeting Agenda (.pdf or Microsoft Word files by email)
- Meeting Minutes (.pdf or Microsoft Word files by email)
- Monthly Project Schedule (hard copy with invoice)
- Monthly Progress Report (hard copy with invoice)

Task 2 – 30% Design Development

The goals for 30% Design Development are to create topographic mapping for the project; perform the geotechnical investigation to develop preliminary geotechnical recommendations; establish electrical/controls, structural and other design discipline criteria; analyze system surge characteristics and develop surge mitigation recommendations; select a tank site; and establish the pipeline location within the proposed corridor. The intent is for the City to approve or provide comments on the pipeline alignment (horizontal location within the proposed corridor), and storage tank and pump station footprints, configuration and location on the sites. This scope of work and associated fee assumes the City will not propose changes to the pipeline alignment or footprint, configuration and location of the tank or pump station after 30% design comments. Changes to these locations and configurations proposed by the City in later stages of final design could require significant re-work and an amendment to the project scope and fee.

2.1 *Topographic Survey and Mapping*

Calvada, RMC's surveying subconsultant, will prepare design-level topographic mapping along the pipeline corridor within the following general limits:

- The pipeline corridor shown in the Preliminary Design Report from Harmony Grove Road (southwest end of the proposed brineline) northwest generally along the Escondido Creek Channel to Citrus Avenue, then along City streets to the selected tank site (to be determined).
- Approximately 500 ft x 500 ft areas at both potential tank sites described in Task 2.3. The topographic survey at both sites will be performed ahead of the tank site selection to assist in evaluating the two sites under Task 2.3.
- Approximately 250 ft x 250 ft area at the proposed pump station site. It is assumed that the pump station will be located within Mountain View Park, and the City will select the desired location within the park prior to starting survey work.

The corridor within the City streets and within the Escondido Creek Channel will be from right-of-way to right-of way. The features within the right-of-way of the street and channel will be surveyed and mapped

This scope does not include boundary survey, exhibits or legal description for easements or fee title land purchase for the proposed tank and/or pipeline. The project CAD files will be provided to the City as-needed for preparation of legal documents by others.

Mapping will be prepared to print on full size drawing sheets at 1" = 40' scale. Mapping will include ground elevations (1-foot contours). Mapping accuracy will meet Federal Geodetic Data Committee Standard 7.4-2002. Mapping will include above-ground structures, invert and top of rim elevations of sewer and drainage structures, approximate property lines and rights-of-way and easements based on available record maps, landscaping, trees, edge of pavement, and above-ground evidence of utilities and other underground improvements.

RMC will depict existing utilities on the topographic mapping based on utility mapping and surveyed above-ground evidence of utilities. RMC obtained utility information and record documentation for a large portion of the pipeline alignment from the City and outside utility agencies during preliminary design; however, mapping was not requested and/or received for the entire project area. RMC will contact Underground Service Alert to identify utility providers in the project area. RMC will deliver a letter and map requesting utility mapping from each agency. The location of utility potholes and geotechnical borings will be surveyed and shown on the mapping after the work is complete for those tasks.

2.2 Geotechnical Evaluation

RMC's geotechnical subconsultant, West Coast Geotechnical Consultants, Inc. (West Coast), will perform exploratory field work and prepare reports which address the geotechnical aspects of the proposed project. Geotechnical evaluation will be performed in three phases and presented in two reports, as described below. Phase One will be used to confirm feasibility of construction on the Grangetto tank site, Phase Two will provide the recommendations for site development, foundation design and pipeline installation. Phase Three is provided as an optional task associated with the Grangetto Tank site, and is recommended only if rock anchors need to be considered for slope stabilization.

Phase One

West Coast will obtain and review readily available non-proprietary literature pertinent to the Grangetto tank site and proprietary documents or plans furnished by others. West Coast will conduct geologic mapping of surface outcrops at the tank site and perform surface reconnaissance to select the locations of subsurface explorations. Underground Service Alert will be notified to have utilities "marked out" and West Coast will arrange and attend a joint utilities site meeting.

West Coast will explore the subsurface conditions by excavating up to four trenches at the tank site. The exploratory trenches will range from approximately 6 to 12 feet in depth unless rock or other conditions that inhibit excavation are encountered at shallower elevations. West Coast will observe, log and sample from the exploratory excavations. Trenches will be backfilled and moderately compacted with the excavated soil after sampling is completed.

Preliminary laboratory testing will be conducted on samples retrieved from the exploratory excavations. The following tests will be performed:

- Two laboratory compaction tests;
- Two direct shear tests;
- One corrosivity suite (pH and resistivity, soluble sulfate and soluble chloride); and
- One expansion index test

A rippability study using seismic refraction will be conducted at the tank site. The study will measure the subsurface soil bedrock velocities and estimate the relative rippability of the rock materials. The study will develop a site plan depicting the alignment of the seismic refraction traverses and will include a graphical representation of the subsurface velocities along the traverses.

To address potential impacts of construction at the toe of the existing slope from Hogback Tank, West Coast will perform a slope stability analysis and develop recommendations and criteria for mitigations, including rock anchors if necessary.

West Coast will perform a surface reconnaissance to select the boring/coring location, notify Underground Service alert to have utilities "marked-out" and arrange and attend a joint utilities meeting.

West Coast will perform one rock coring to a depth of 30 feet on the Hogback Reservoir pad and perform an analysis to provide recommendations for rock anchors. Recommendations for tie-back rock anchors will include tie-back length and diameter, bonded and unbonded length, allowable capacities, corrosion protection and verification testing.

West Coast will prepare a Report of Preliminary Geotechnical Evaluation summarizing the findings, conclusions and recommendations for the tank site. A draft of the report will be submitted to RMC and the City for review and comment. The final report will be submitted incorporating review comments. The report will include the following:

- Description of surficial site conditions, subsurface geologic materials encountered, site and regional geology and potential geologic hazards including seismic shaking, fault rupture, liquefaction potential, slope stability and the presence or absence of groundwater.
- Discussion of potential impact of construction at the Grangetto site on the Hogback Reservoir.
- Preliminary recommendations for grading, site preparation, slope construction (including height limitations and inclinations of cut and fill slopes) and remedial earthwork to improve structural support.
- Preliminary soil parameters for foundation design including allowable soil bearing value, coefficient of friction, passive pressure and minimum embedment depth.
- Seismic site class and values based on CBC 2010.
- Discussion of stability of temporary and permanent excavations and methods of improving excavation support.
- Discussion of potential construction challenges including shoring, dewatering, rippability and protection of existing improvements.
- Recommendations for tie-back rock anchors will include tie-back length and diameter, bonded and unbonded length, allowable capacities, corrosion protection and verification testing.

Phase Two

West Coast will research archived project files of Western Soil and Foundation Engineering, Inc. (Western) for documentation of exploratory excavations conducted near the proposed project alignment and will perform a surface reconnaissance along the pipeline routes, at the pump station location, the branch line to the tank and the selected tank site. West Coast will notify Underground Service Alert to have utilities "marked-out" and prepare for and attend joint utilities site meetings at locations that are obscured or not easily referenced, if necessary. West Coast will prepare a traffic control plan and apply for an encroachment permit from the City of Escondido and San Diego County. It is assumed the City permit will be a "no fee permit" and the City will pay for County permit fees separately.

West Coast will explore subsurface conditions at selected locations along the pipeline route using small diameter borings.

- Ten borings will be advanced to a depth of 30 feet 5 of the 6 jacking/receiving pit locations (Ash Street was previously explored by West Coast).
- Up to eighteen borings will be excavated to a maximum depth of 15 feet along the remainder of the pipeline route.
- The subsurface conditions at the selected pump station site will be evaluated by two additional small diameter borings up to 30 feet deep.

Borings will be backfilled after they have been sampled from, tested in and logged. Pavement that has been pierced by borings will be patched with Portland cement concrete. Traffic control will be provided on Streets.

Laboratory testing will be conducted on samples retrieved from exploratory excavations. Testing will depend on the types of soil materials encountered. The following tests will be performed:

- In-place moisture and density tests;
- Laboratory compaction tests;
- Direct shear tests;
- Expansion index tests;
- Corrosivity suite (pH and Resistivity, Soluble Sulfate and Soluble Chloride):

- Sieve analysis;
- R-value tests;
- Sand Equivalent

West Coast will prepare a Report of Geotechnical Investigation with findings, conclusions and recommendations. A draft report will be submitted to the City for review and comments. The final report will be submitted incorporating the RMC's and the City's review comments. The report will include the following:

- Description of surficial site conditions, subsurface geologic materials encountered, site and regional geology and potential geologic hazards including seismic shaking, fault rupture, liquefaction potential, slope stability and the presence or absence of groundwater.
- A site plan showing the locations of explorations.
- Logs of the exploratory excavations and the results of the field and laboratory testing.
- Recommendations for grading, site preparation and remedial earthwork at both the pump station and the storage tank sites.
- Soil parameters for foundation design at the pump station site and at the tank site. These will include allowable soil bearing values, coefficient of friction, passive pressure and minimum embedment depth.
- Seismic site class and values based on the CBC 2010.
- Discussion of the stability of temporary and permanent excavations and methods of improving support. It will include recommendations for slope construction such as height limitations and inclination.
- Recommendations for earthwork associated with underground utilities. It will address the expected stability of trench walls, pipeline support, backfill soil materials, and compaction.
- Discussion of potential construction challenges including shoring, dewatering, rippability and protection of existing improvements.
- Preliminary structural pavement section for the proposed access road for the storage tank.
- Recommendations for trenchless installation at the six proposed trenchless crossings.

Optional Phase Three

This phase is only required if the Grangetto site is not feasible. If the site is not feasible, West Coast will perform a preliminary geotechnical evaluation of the Cemetery Site, similar to that described in Phase One, above. A slope stability analysis is assumed unnecessary at the Cemetery site.

2.3 *Tank Site Evaluation*

RMC will conduct an evaluation of the feasibility of the Grangetto Tank Site presented in the Preliminary Design Report (Grangetto Tank Site 1). The evaluation will include coordination and input from geotechnical, structural and electrical/controls engineer discipline engineering teams to:

- Identify the preferred location of the tank within the site,
- Refine the footprint, depth, and associated volume of tank that could reasonably fit on the site based on site constraints, geotechnical/geologic considerations and grading,
- Develop access requirements,
- Evaluate feasibility and cost based on geotechnical and seismic considerations identified in Task 2.2 including slope stability, depth and rip-ability of rock, and necessary foundation treatment and additional work required to stabilize the site.

RMC will present the evaluation and findings in a technical memorandum, which will include a site/grading plan and cross section showing the proposed tank location and footprint, section, and preliminary grading. The TM will also include an updated construction cost estimate and a discussion of other considerations such as available staging areas and property considerations. Recommendations will be provided, along with an implementation plan.

Evaluation of the Oak Hill Memorial Park Site is not included in the base scope of work, but will be performed as an additional task at the fee listed in the fee estimate.

2.4 *Establish Electrical/Controls and Structural Design Criteria*

Electrical, controls and structural requirements were briefly discussed in the Preliminary Design Report. In order to move forward with final design efficiently, conference calls will be conducted between the City, RMC and RMC's electrical engineer (EPI) and structural engineer (Simon Wong) to establish overall control philosophy and design criteria for electrical & controls and structure design criteria. The design criteria agreed upon on the call will be documented in two technical memoranda (one for electrical and controls and one for structural). A draft of each TM will be submitted to the City for review, and the TM's finalized based on City comments.

For the structural design of project facilities, the following assumptions apply:

- The pump station building will include skylights for removal of pumps using a crane truck. An inside hoist or bridge crane is not included in the design.

2.5 *Surge Analysis*

RMC's surge analysis subconsultant (FlowScience, Inc.) will perform a surge analysis on the proposed pipeline, pump station and storage tank system.

RMC and FlowScience will gather necessary information from the City to create a pressure surge model consisting of approximately 100 nodes or less for the proposed system to include a supply source at the HARRF, the existing recycled water piping system, the existing Leslie Lane Reservoir, and the proposed pipeline, pump station, and storage tank. It is assumed the City will provide the necessary information and input on the system.

FlowScience will establish initial non-transient (i.e. steady state) hydraulic grade line elevations for the operation of the system under maximum and minimum flow conditions from the Preliminary Design Report, then perform simulations for pump power loss and startup of the proposed pump station under maximum and minimum flow conditions, assuming a constant supply source at the HARRF (based on capacity of the existing pumps).

FlowScience will review the results of the analyses and, if deemed necessary, recommend surge protection measures to eliminate adverse positive and negative pressure surges in the system. Protection alternatives to examine include the possible addition of vacuum relief valves, surge tank(s), and pump flywheels.

RMC and FlowScience will also analyze potential pressure surges resulting from power loss or startup of the existing (or upgraded) HARRF recycled water pump station. FlowScience and RMC will estimate pump station pump performance for either the existing HARRF pump station based on pump station information to be provided by the City, or a planned upgraded HARRF pump station based on anticipated future design flow capacity based existing flows and the flow rates estimated for this project, with the input of the City. It is assumed the City will provide HARRF pump station information and input on the assumptions developed by RMC.

Simulations will be performed for pump power loss and startup of the HARRF pump station alone and simultaneous loss of pump power at the HARRF pump station and the proposed pump station under maximum and minimum flow conditions. The results of the analyses will be reviewed, and surge protection measures will be recommended as necessary to eliminate adverse positive and negative pressure surges in the system.

FlowScience will prepare and submit a report describing the results of the analysis and recommendations for the safe operation of the systems. One draft report, then one final report will be submitted addressing ~~City comments.~~

2.6 30% Drawings

Drawings will be prepared over the topographic mapping background at 1"=40' horizontal scale using AutoCAD 2012 software. At this stage of design development, the drawings will include general sheets, pipeline plans (no profile), site plans for the tank and pump station, and preliminary mechanical plan for the pump station. The drawings will include limited annotation and details.

RMC will submit 30% drawings to utility agencies for confirmation of the depiction of their facilities and comments on the pipeline alignment.

2.7 30% Specifications

Project Specifications will be prepared in Construction Specifications Institute (CSI) 16-Division format. At this stage of development, RMC will provide a preliminary list of Specifications. The City will provide Division 0 (Front End) Specifications and typical Special Conditions from a similar project for RMC to review and provide input.

2.8 30% Project Schedule Update

The preliminary project schedule will be updated, which will include the remaining design tasks as well as the bid and construction phases.

Task 2 Deliverables

- Draft and Final Geotechnical Report (3 hard copies and .pdf files for each)
- Draft and Final Tank Site Evaluation TM (3 hard copies and .pdf files for each submittal)
- Draft and Final Surge Analysis Report (3 hard copies and .pdf files for each submittal)
- 30% Drawings (3 full size hard copies on bond paper and .pdf files)
- 30% List of Specifications (3 hard copies and .pdf files)
- 30% Project Schedule Update (.pdf files)

Task 3 – 60% Design Development

The goals for 60% Design Development are to develop profiles for the pipeline; conduct utility potholing and incorporate potholing information on the drawings; develop structural, electrical and instrumentation drawings; and develop project specifications. At this stage of development, the Drawings will be partially annotated, standard details will be provided, and most project-specific details will be created.

3.1 Utility Potholing

RMC will identify structures along the alignment whose location may significantly impact the design, could result in costly change orders, or pose a safety hazard during construction. Such facilities may include large diameter or high pressure gas mains, large electrical or communication ducts, and large water pipelines (greater than 16" diameter) and utilities located in the vicinity of proposed trenchless construction. Gravity pipelines will be located using surveyed invert elevations and will not require potholing. The fee estimate includes up to 23 potholes, to be performed by a potholing subconsultant. Additional potholes could be provided as an additional service. Horizontal and vertical location of found underground facilities will be depicted on the Drawings. The fee assumes the City will pay for permit and lane closure fees separately.

3.2 60% Drawings

Drawings will be updated based on the City's comments to the 30% design and will reflect approximately 60% completion. At this stage of design development, the drawings will include all disciplines, and most project-specific detail sheets will be included. Pipeline plan and profile drawings will include pipeline

profile view showing utility crossings. Drawings will be submitted to utility agencies for review and confirmation of the depiction of their facilities.

3.3 60% Specifications

The Project specifications will be prepared based on City comments to the 30% submittal list of specifications and will include all specifications anticipated for the project. RMC will review and provide comments to the City's front end documents (Division 0). RMC will either update the City's Special Conditions sections or prepare Division 1 specifications using RMC base specifications.

3.4 60% Project Schedule Update

The project schedule will be updated based on City comments to the 30% design submittal and will reflect completion of the 60% design package.

Task 3 Deliverables

- 60% Drawings (3 full size hard copies on bond paper and .pdf files)
- 60% Specifications (3 hard copies and .pdf files)
- 60% Project Schedule Update (.pdf files)

Task 4 – 90% Design Development

With completion of 90% Design Development, the goal is to have a complete design package. Drawings and Specifications will be complete, with the exception of reflecting final City comments on the design.

4.1 90% Drawings

Drawings will be updated based on the City's comments to the 60% design submittal and will reflect approximately 90% completion. At this stage of design development, the drawings will be complete and fully annotated with the exception addressing the City's final comments.

4.2 90% Specifications

The project specifications will be updated based on City comments to the 60% design submittal and will reflect the 90% design. At this stage of design development, the specifications will be complete with the exception of the City's final comments. RMC will update the City's Division 0 Special Conditions Specifications based on City comments.

4.3 90% Schedule Update

The project schedule will be updated based on City comments to the 60% design submittal and will reflect the 90% design.

Task 4 Deliverables

- 90% Drawings (3 full size hard copies on bond paper and .pdf files)
- 90% Specifications (3 hard copies and .pdf and Microsoft Word files)
- 90% Project Schedule Updated (.pdf files)

Task 5 – Final Design Development

5.1 Final Drawings

Drawings will be updated based on the City's comments to the 90% design submittal and will be complete, ready for bid and construction. RMC will submit an electronic (.pdf) version of the Final Drawings before final production so the City can determine whether the 90% submittal comments were

adequately addressed. RMC will address any final revisions if necessary to adequately address City's 90% comments.

5.2 Final Specifications

The project specifications will be updated based on City comments to the 90% design and will be complete. If necessary, RMC will submit an electronic version of the Final Specifications or certain sections before final production so the City can determine whether the 90% submittal comments were adequately addressed.

5.3 Final Schedule and Cost Estimate

The project schedule and cost estimate will be updated based on City comments to the 90% design submittal. A final construction cost estimate will be developed for the project. It is assumed that the City will provide available recent bid price information for similar work.

Task 5 Deliverables

- Final Drawings (3 full size hard copies, AutoCAD and .pdf files)
- Final Specifications (3 hard copies and .pdf and Microsoft Word files)
- Final Project Schedule and Cost Estimate (.pdf files)

Task 6 – CEQA Mitigated Negative Declaration (MND)

RMC will prepare a Mitigated Negative Declaration (MND) for the Easterly Recycled Water Main Extension Project (Project) in compliance with the California Environmental Quality Act (CEQA). The work will be completed under the following tasks.

6.1 Environmental Investigations

RMC will prepare a project description suitable for the MND based on the engineering description developed in the Preliminary Design Report (RMC 2012), with updates provided by the design team through the 30% design development phase. One electronic copy of the Project Description will be provided to the City (Utilities and Planning Departments) for review.

RMC will then conduct a site reconnaissance to identify existing land uses and biological and visual resources within the study area, as well as to identify existing traffic, air quality and noise, and drainage conditions.

Our subconsultant, PCR, will prepare a stand-alone Biological Resources Technical Study that identifies and assesses potential impacts to biological resources from the Project. Preparation of the Biological Resources Technical Study will include general site surveys to characterize vegetation and sensitive species that may occur adjacent to Project facilities.

Our subconsultant, PCR, will also prepare a stand-alone Cultural Resources Technical Study that identifies and assesses potential impacts to archeological and historical resources from the Project. Preparation of the Cultural Resources Technical Study will include pedestrian surveys to determine the potential occurrence of cultural resources adjacent to Project facilities.

6.2 Prepare Administrative Draft MND

RMC will prepare an Initial Study Checklist in compliance with Appendix G of the CEQA Guidelines and the City's Zoning Code that identifies the potential environmental impacts of the Project, as well as Supplemental Comments which clearly and concisely describes those impacts. The Supplemental Comments will include appropriate mitigation measures as needed to reduce potential environmental impacts to less-than-significant levels.

The complete MND will be organized by CEQA resource category and impacts will be described for each project component, as necessary. One electronic copy of the Administrative Draft MND will be provided to the City (Utilities and Planning Departments) for review.

6.3 *Prepare Screencheck Draft MND*

RMC will respond to comments received from City staff and revise the Administrative Draft MND accordingly for review as the Screencheck Draft MND. One electronic copy of the Screencheck Draft MND will be provided to the City (Utilities and Planning Departments) for review.

6.4 *Prepare Public Draft MND*

RMC will respond to final comments received from City staff and finalize the Screencheck Draft MND accordingly for release as the Public Draft MND. One electronic copy of the Public Draft MND will be provided to the City (Utilities and Planning Departments). The City will be responsible for reproduction and distribution of the Public Draft MND.

It is assumed that the City will prepare a Notice of Intent (NOI) to adopt an MND in accordance with Section 15072 of the CEQA Guidelines. The City will publish the NOI in the newspaper and will be responsible for reproduction and distribution of the NOI to interested parties, responsible agencies, and the County Clerk.

6.5 *Prepare Final MND*

As necessary and directed by the City, RMC will revise the Public Draft MND based on comments received during the public review period. One electronic copy of the Public Draft MND will be provided to the City (Utilities and Planning Departments).

It is assumed the City will prepare a Notice of Determination (NOD) following approval of the project, in accordance with Section 15075 of the CEQA Guidelines. The City will transmit the NOD to the County Clerk and State Clearinghouse.

This scope of work assumes that the Final MND revisions will not result in identification of significant environmental effects, and thus will not require recirculation of the document.

6.6 *Mitigation Monitoring and Reporting Program*

RMC will prepare a Mitigation Monitoring and Reporting Program (MMRP) that contains the measures that are required as conditions of Project approval to avoid or reduce potential environmental impacts to less-than-significant levels. For any significant impact identified in the MND, the MMRP will describe the required mitigation, the tasks and schedule necessary for monitoring compliance, and the entity responsible for each monitoring and reporting task. One electronic copy of the Draft MMRP will be provided to the City (Utilities and Planning Departments) for review. RMC will respond to comments received from the City and revise the MMRP accordingly.

Task 6 Assumptions

- Because the schedule for bidding the Channel Pipeline package is very tight, the City will promptly review draft documents and issue required notifications required under CEQA.
- RMC is not responsible for delays in CEQA process beyond its reasonable control. Any delay could affect the bidding of the initial Channel Pipeline package.
- This scope of work assumes that the City project manager will conduct all internal coordination necessary with City Departments and generate one consolidated set of comments on each review draft deliverable. All conflicting comments will be reconciled by the City project manager prior to submittal to RMC.

Task 6 Deliverables

- Electronic copy of Project Description (Microsoft Work and/or .pdf files)
- Electronic copy of the Administrative Draft MND for City review (Microsoft Work and/or .pdf files)
- Electronic copy of the Screencheck Draft MND for City review (Microsoft Work and/or .pdf files)
- Electronic copy of the Public Draft MND and cover letter to the State Clearinghouse for City reproduction and distribution (Microsoft Work and/or .pdf files)
- Electronic copy of the Final MND for City approval and certification (Microsoft Work and/or .pdf files)
- Electronic copy of the Draft MMRP for City review (Microsoft Work and/or .pdf files)
- Electronic copy of the Final MND for City approval and certification (Microsoft Work and/or .pdf files)

Task 7 – Permitting***7.1 Caltrans Permitting***

RMC will prepare and submit a Caltrans permit application and supporting documentation for crossing of the brineline under I-15 and crossing of the brineline and recycled water line under Ash Street (Highway 78). RMC will address Caltrans comments on the design and re-submit the package, if necessary. This task assumes one round of review comments from Caltrans will need to be addressed. The scope of work assumes up to two meetings with Caltrans may be required.

7.2 Stormwater Permit Requirements

RMC will prepare Special Conditions for the Contractor and City to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Waste Discharge Requirements for Discharge of Storm Water Runoff Associated with Construction and Land Disturbance Activities, SWRCB GO 2009-0009-DWQ. The specifications will state Contractor requirements and the responsibilities of City staff during construction. RMC will determine the type of project and risk level and provide this information in the specifications. The City and Contractor will be required to comply with all NPDES requirements such as preparation of a Notice of Intent, Permit Registration Documents, Stormwater Pollution Prevention Plan (SWPPP), implementation of Best Management Practices (BMP's), monitoring and reporting.

7.3 Encroachment/Traffic Control Requirements

RMC will meet with the City and San Diego County Public Works Departments to identify encroachment and traffic control requirements along the alignment, as well as restrictions for work within the channel right of way. The requirements of the City and County Public Works Departments will be reflected in the Drawings and Specifications. The scope of work assumes up to two meetings will be required with City and/or County Public Works staff.

7.4 Railroad Crossing Permitting

RMC will prepare and submit a permit application and supporting documentation for crossing of the brineline under the railroad. RMC will address railroad comments on the design and re-submit the package, if necessary. This task assumes one round of review comments from the railroad will need to be addressed.

Task 7 Assumptions

- City will support RMC permitting efforts where necessary to meet project schedule requirements
- RMC is not responsible for permitting delays beyond its reasonable control.

Task 8 – Bid Assistance

It is assumed that RMC will not attend any of the four prebid conferences. City will provide RMC with questions received from prospective bidders and RMC will provide the City with written responses to bidders' questions. RMC will prepare up to two addenda for each bid package to modify or clarify the Contract Documents. The Scope assumes modifications to the Drawings in AutoCAD will not be required for addenda and that conformed Drawings and Specifications will not be prepared by RMC. RMC assumes the City will be responsible for conducting and managing the bid phase, including bid advertising, distribution of Bid Documents, maintaining a list of plan holders, arranging a pre-bid meeting, and compiling bidder questions.

Task 9 – As-Built Drawings

RMC will prepare as-built drawings in AutoCAD format based on the redline markups provided by the City and/or contractors. RMC will deliver two sets of full size draft as-built drawings for each bid package to the City for review, and revise the drawings based on City comments. Final as-built drawings will be delivered on full size Mylar sheets. RMC will remove seals and signatures from As-Built Drawings. RMC is not responsible for interpreting or verifying as-built markups and will simply transfer the annotated information onto the AutoCAD drawing files.

Task 9 Deliverables

- Draft As-Built Drawings on bond paper, full size, two sets for each bid package.
- Final As-Built Drawings on Full Size Mylar, one set for each bid package

Additional Scope and Fee Assumptions

Below is a summary of additional assumptions used in development of the scope and fee estimate for the work.

- Storage tank design assumes no additional roof loading.
- Pipeline design assumes no additional customer turnouts or connections are required.
- It is assumed that soil conditions on the site are non-corrosive. No corrosion mitigation for buried metallic piping systems is proposed. If corrosive soils are found as a result of the laboratory analysis, RMC and the City can discuss whether corrosion protection will be required for buried metal piping and appurtenances.
- The scope of work does not include engineering services during construction or construction management assistance. RMC can provide these services upon request.
- The pump station is assumed to be a standard CMU building without architectural features. HVAC will consist of ventilation fans, and no heating or air conditioning. Minimal aesthetic design features such as split faced CMU, exterior painting, and a roof overhang will be provided within the scope of work.
- Task 6 scope of work assumes that our point of contact in the City's Utilities Department will collect and disseminate information to any other City Departments needed for coordination.
- Task 6 scope of work does not include protocol-level surveys to confirm presence/absence of sensitive species.
- Task 6 scope of work does not include development of a formal Area of Potential Effect map and other materials necessary for Section 106 compliance.

Preliminary List of Drawings

Below is a preliminary list of drawings for each bid package.

Bid Package 1		
Sheet #	DWG	Title
1	G-1	Title Sheet
2	G-2	Civil/Mechanical General Notes/Abbreviations/Legend
3	G-3	Location Map and Sheet Index
4	G-4	Hydraulic Criteria and HGL
5 to 16	PP-1 to PP-12	Brineline Plan and Profile Sheets
17 - 30	PP-13 to PP-26	Brineline and Recycled Water Main Plan and Profile Sheets
31	GC-1	Civil Standard Details 1
32	GC-2	Civil Standard Details 2
33	GC-3	Civil Standard Details 3
34	C-5	Pipeline Cross Sections 1
35	C-6	Pipeline Cross Sections 2
36	C-7	Civil Details 1
37	C-8	Civil Details 2
38	C-9	Civil Details 3
Bid Package 2		
Sheet #	DWG	Title
1	G-1	Title Sheet
2	G-2	Civil/Mechanical General Notes/Abbreviations/Legend
3	G-3	Location Map and Sheet Index
4	G-4	Hydraulic Criteria and HGL
5 to 17	PP-1 to PP-13	Brineline Plan and Profile Sheets
18	GC-1	Civil Standard Details
19	GC-2	Civil Standard Details 2
20	C-5	Pipeline Cross Sections 1
21	C-7	Civil Details 1
22	C-8	Civil Details 2
Bid Package 3		
Sheet #	DWG	Title
1	G-1	Title Sheet
2	G-2	Civil/Mechanical General Notes/Abbreviations/Legend
3	GC-1	Civil Standard Details
4	GC-2	Civil Standard Details 2
5	C-1	Pump Station Site/Utility Plan
6	C-2	Pump Station Grading Plan
7	GM-1	Mechanical Standard Details
8	GM-2	Mechanical Standard Details
9	M-1	Pump Station Mechanical Plan

Bid Package 3 (continued)		
Sheet #	DWG	Title
11	M-3	Pump Station Mechanical Sections and Details 2
12	GS-1	Structural Notes General Notes and Details
13	S-1	Foundation Plan
14	S-2	Roof Framing Plan
15	S-3	Building Section
16	S-4	Structural Details
17	S-5	Structural Details
18	S-6	Structural Details
19	GE-1	Electrical Legend and Abbreviations
20	GE-2	Electrical General Notes
21	E-1	Electrical Site Plan
22	E-2	Enlarged Plan (power, Lighting and Control)
23	E-3	Single Line Diagram
24	E-4	Conduit/Conductor Schedule, Panel, Fixture Schedule
25	E-6	Electrical Details
26	E-7	Electrical Details
27	E-8	Electrical Details
28	E-9	Control Schematics
29	E-10	Control Schematics
30	E-11	Control Schematics
31	E-12	Control Schematics
32	E-13	Control Schematics
33	GI-1	Instrumentation Legend and Abbreviations
34	I-1	Process and Instrumentation Diagram
35	I-3	Process and Instrumentation Diagram
Bid Package 4		
Sheet #	DWG	Title
1	G-1	Title Sheet
2	G-2	Civil/Mechanical General Notes/Abbreviations/Legend
3	GC-1	Civil Standard Details
4	GC-2	Civil Standard Details 2
5	C-1	Storage Tank Site/Utility Plan
6	C-2	Storage Tank Grading Plan
7	GM-1	Mechanical Standard Details
8	GM-2	Mechanical Standard Details
9	M-1	Storage Tank Mechanical Plan
10	M-2	Storage Tank Mechanical Sections and Details 1
11	M-3	Storage Tank Mechanical Sections and Details 2
12	GS-1	Structural Notes General Notes and Details
13	S-1	Foundation Plan
14	S-2	Roof Framing Plan
15	S-3	Reservoir Section
16	S-4	Stair and Handrail Section
17	S-5	Wall Section and Seismic Cable Elevation
18	S-6	Structural Details

Bid Package 4 (continued)		
Sheet #	DWG	Title
19	S-7	Column and Foundation Details
20	S-8	Seismic Cable Connection Details
21	S-9	Roof Slab Top and Bottom Reinforcing Layouts
22	S-10	Floor Details, Sump Details
23	GE-1	Electrical Legend and Abbreviations
24	GE-2	Electrical General Notes
25	E-1	Electrical Site Plan
26	E-2	Enlarged Plan (power, Lighting and Control)
27	E-3	Single Line Diagram
28	E-4	Conduit/Conductor Schedule, Panel, Fixture Schedule
29	E-6	Electrical Details
30	E-7	Electrical Details
31	E-9	Control Schematics
32	E-10	Control Schematics
33	GI-1	Instrumentation Legend and Abbreviations
34	I-1	Process and Instrumentation Diagram

ATTACHMENT "A"
PAGE 17 OF 17

City of Escondido
Easterly Recycled Water Main Extension - Final Design and Environmental
Revised Fee Estimate (Aug 15, 2012)

Task	Staff										Total Hours	Total Labor Cost (\$)	EP	SME/Weg	Survey	Geotech	Hydro	District Services			Sub Consultant	Total Cost (D)	Total ODC's	Total Fee																							
	Scott Goldman	Mike Malton	Rich Schiller	John Theye	John La Cruz	Erick Wong	CAD Designer	Rolan Cour	Raquel Pickett	Crystal Heek								Graphic	Project Administrator	Structural					Engineering	Structural	Survey	Geotech	Hydro	PG&E Services	Background Studies	Permits															
Task 1: Pre-Design (10%)	125		125		125		125		125		125		125		125		125		125		125		125		125		125																				
	24		24		24		24		24		24		24		24		24		24		24		24		24		24																				
	60		60		60		60		60		60		60		60		60		60		60		60		60		60																				
	189		189		189		189		189		189		189		189		189		189		189		189		189		189																				
Task 2: Site Preparation (15%)	38		38		38		38		38		38		38		38		38		38		38		38		38		38																				
	60		60		60		60		60		60		60		60		60		60		60		60		60		60																				
	180		180		180		180		180		180		180		180		180		180		180		180		180		180																				
	530		530		530		530		530		530		530		530		530		530		530		530		530		530																				
Task 3: Final Design (30%)	38		38		38		38		38		38		38		38		38		38		38		38		38		38																				
	60		60		60		60		60		60		60		60		60		60		60		60		60		60																				
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	530		530		530		530		530		530		530		530		530		530		530		530		530		530																				
Task 4: Construction Management (30%)	38		38		38		38		38		38		38		38		38		38		38		38		38		38																				
	60		60		60		60		60		60		60		60		60		60		60		60		60		60																				
	180		180		180		180		180		180		180		180		180		180		180		180		180		180																				
	530		530		530		530		530		530		530		530		530		530		530		530		530		530																				
Task 5: Construction Management (30%)	38		38		38		38		38		38		38		38		38		38		38		38		38		38																				
	60		60		60		60		60		60		60		60		60		60		60		60		60		60																				
	180		180		180		180		180		180		180		180		180		180		180		180		180		180																				
	530		530		530		530		530		530		530		530		530		530		530		530		530		530																				
TOTAL																				500,000																											

1. The individual hourly rates include salary, overhead and profit.
 2. Subcontractors will be billed at actual cost plus 10%.
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
 4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Christopher McKinney, Director of Utilities
SUBJECT: Authorization to Approve and Execute First Amendment for Chemical Bid Award

RECOMMENDATION:

The Utilities Department requests Council adoption of Resolution 2012-154 authorizing a First Amendment for the Chemical Bid Award to Kemira Water Solutions Inc. for the purchase of ferric sulfate. This amendment increases the contractual authorization for chemical purchases through the end of FY 2013 by \$74,250. This increase will meet the ferric sulfate needs of the Hale Avenue Resource Recovery Facility (HARRF).

FISCAL ANALYSIS:

Funds are currently available in the FY 2013 Wastewater operating budget to cover these expenditures.

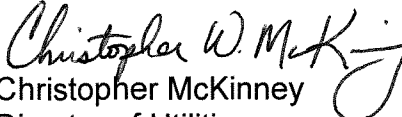
PREVIOUS ACTION:

The Council adopted Resolution 2012-91 on June 20, 2012 awarding chemical bids for the Water Treatment Plant (WTP) and HARRF. Although Ferric Sulfate purchases were among those included for the WTP, purchase of this particular chemical was not included for the HARRF.

BACKGROUND:

On June 20, 2012, the Council approved purchases of \$801,900 - or 2,700 tons at \$297 per ton - for ferric sulfate needs at the WTP. This chemical is also used at the HARRF for coagulation and odor control. To meet the needs of the HARRF, the Department requests authorization to purchase an additional 250 tons at cost of \$74,250. Although the staff report of June 20, 2012 stipulated that the amount approved would cover both treatment plants, the amounts for the HARRF were inadvertently omitted from the calculations. Approval of this request will correct that error.

Respectfully submitted,


Christopher McKinney
Director of Utilities

RESOLUTION NO. 2012-154

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO APPROVING A
FIRST AMENDMENT TO PURCHASE
ORDER WITH KEMIRA WATER SOLUTIONS,
INC. TO INCREASE THE CONTRACTUAL
AUTHORIZATION FOR CHEMICAL
PURCHASES THROUGH THE END OF THE
FISCAL YEAR

WHEREAS, on June 20, 2012, the City Council of the City of Escondido approved a Chemical Bid Award to Kemira Water Solutions, Inc. ("Kemira") for the purchase of ferric sulfate in the amount of \$801,900; and

WHEREAS, the bid was intended to include the estimated use amount for both the Water Treatment Plant and the Hale Avenue Resource Recovery Facility (HARRF); and

WHEREAS, the HARRF estimated use amount of \$74,250 was inadvertently left out of the total requested at that time; and

WHEREAS, the HARRF requires the use of ferric sulfate, in the wastewater treatment process, in addition to the originally approved bid award and resulting purchase order; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a First Amendment to the purchase order with Kemira for \$74,250, in order to increase the contractually authorized amount for the purchase of ferric sulfate

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 of the City of Escondido approves a First Amendment to the purchase order with Kemira Water Solutions, Inc. for the total amount of \$74,250.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager
SUBJECT: Summary Street Vacation: Portion of North Elm Street

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-152 authorizing the summary street vacation of a 1,633 square foot portion of North Elm Street, located between E. Valley Parkway and E. Pennsylvania Avenue (see map).

FISCAL ANALYSIS:

The \$1,200.00 processing fee has been paid into the General Fund.

BACKGROUND:

Aby's Apartment, LLC. owns the property located at 805 E. Valley Parkway. They are proposing to remodel and expand their Mango Mango restaurant, expand the parking and landscape areas, and install two patios. The street vacation area is needed to provide the area necessary for the building expansion and increased parking.

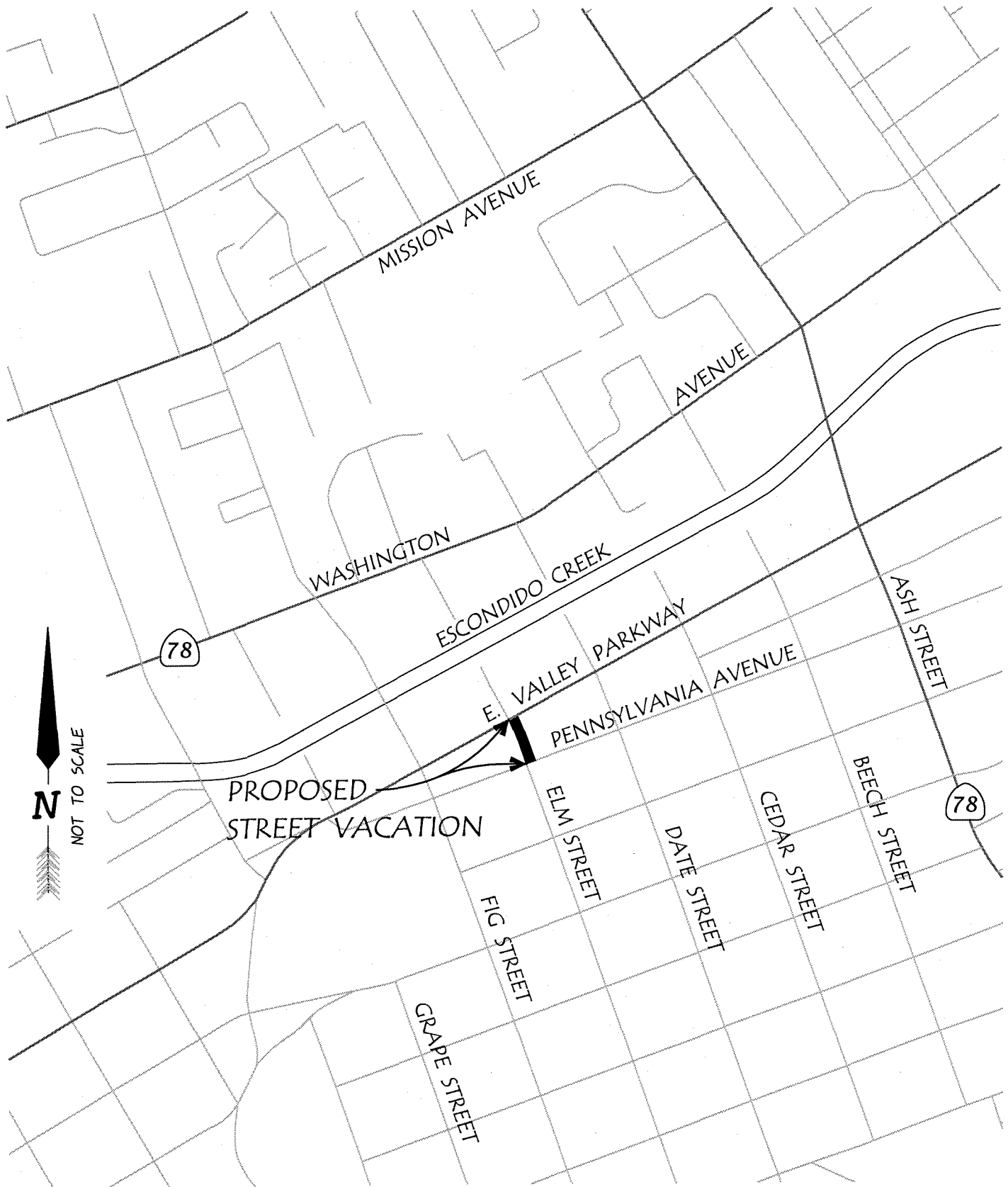
The requested 1,633 square foot area subject to this vacation request is excess street right of way. Pursuant to California Streets and Highways Code Section 8334(a), this street vacation may be performed as a summary vacation and a public hearing is, therefore, not required. The code states that "a local agency may summarily vacate an excess right of way of a street or highway not required for street or highway purposes." There are no utilities that will be impacted by this street vacation.

Respectfully submitted,

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

Debra Lundy
Real Property Manager

VICINITY MAP



NORTH ELM STREET SUMMARY VACATION
CITY COUNCIL MEETING SEPTEMBER 12, 2012



RESOLUTION NO 2012-152

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING SUMMARY VACATION OF A
PORTION OF A PUBLIC STREET KNOWN AS
NORTH ELM STREET HEREIN SPECIFICALLY
DESCRIBED

WHEREAS, the portion of North Elm Street located between East Valley Parkway and East Pennsylvania Avenue (more particularly described in the legal description and map attached as Exhibits "A" and "B" and incorporated by this reference), which is to be vacated through this Resolution, is excess right-of-way; and

WHEREAS, the proposed vacation area is eligible for consideration as a summary vacation pursuant to California Streets and Highway Code Section 8334(a) without the requirement of a public hearing;

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. This action is taken pursuant to the California Streets and Highways Code Section 8330, et seq.
3. That it is hereby found and determined that the subject property meets the criteria set forth in the California Streets and Highways Code Section 8334(a), "excess right-of-way of a street or highway not required for street or highway purposes."

4. That the summary vacation of a portion of North Elm Street, more particularly described in the attached Exhibits "A" and "B," is authorized and approved and hereby declared vacated.

5. That recordation of a certified copy of this resolution is hereby authorized, with the effective date of the vacation of the above-described area to be the date of recordation of the certified copy of this Resolution with the office of the County Recorder of San Diego County, and on said date, the subject vacation area shall no longer constitute a street pursuant to the provisions of the California Streets and Highways Code Section 8336.

6. That fee title of the abandonment area is vested in: Aby's Apartments, LLC, a limited liability corporation.

7. That all City departments and local utilities have been notified and there are no objections to the proposed vacation.

LEGAL DESCRIPTION EXHIBIT "A"

BEING A STRIP OF LAND OVER A PORTION OF ELM STREET FOR STREET VACATION PURPOSES, LOCATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 'A' AS SHOWN ON PARCEL MAP NO. 1674, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON JUNE 22, 1973 UNDER FILE NO. 73-177058:

THENCE SOUTH 69° 37' 50" WEST FOR 9.55 FEET ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 'A' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT CONCAVE EASTERLY HAVING A RADIUS OF 20.00 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 39° 37' 50" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 40' 50" FOR AN ARC LENGTH OF 10.01 FEET; THENCE ONTO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 'A' NORTH 21° 41' 20" WEST FOR 113.80 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 68° 18' 40" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 25' 19" FOR AN ARC LENGTH OF 23.19 FEET TO A POINT WHICH INTERSECTS SAID EASTERLY RIGHT OF WAY LINE OF ELM STREET (80 FEET WIDE); THENCE SOUTHEASTERLY ALONG THE ELM STREET EASTERLY RIGHT OF WAY LINE SOUTH 21° 41' 20" EAST FOR 141.95 FEET TO THE POINT OF BEGINNING.

CONTAINING ±1,633 SQUARE FEET

AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

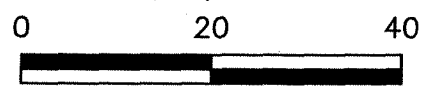
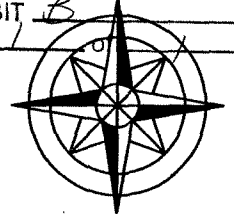
BASIS OF BEARING

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN PARCEL MAP NO. 1674, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON JUNE 22, 1973 UNDER FILE NO. 73-177058.

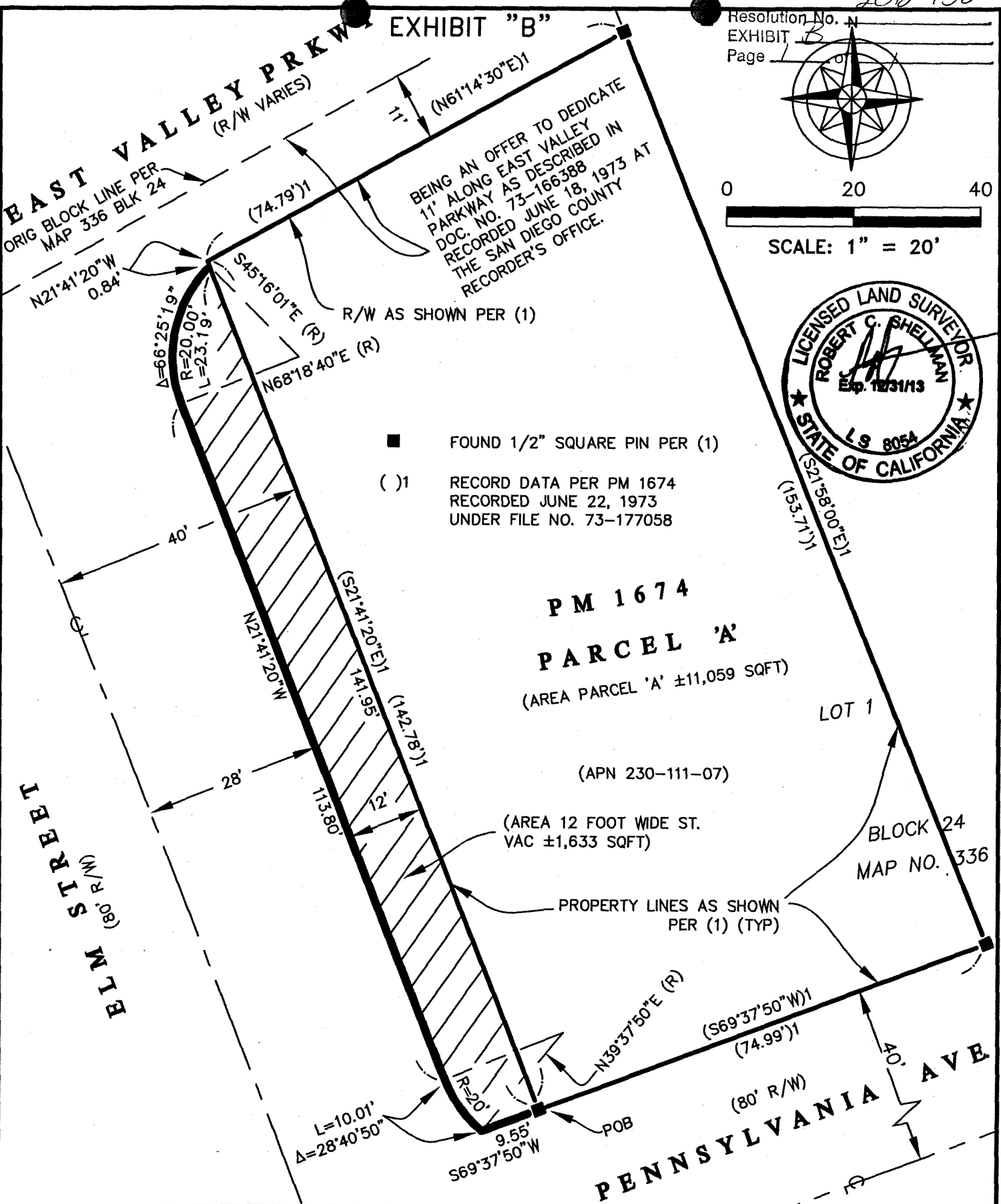
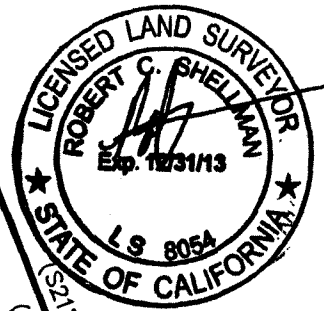


2012-152

Resolution No. N
EXHIBIT B
Page 1



SCALE: 1" = 20'



EAST VALLEY PRKWAY
ORIG BLOCK LINE PER
MAP 336 BLK 24
N21°41'20"W
0.84'
R/W VARIES

EXHIBIT "B"
BEING AN OFFER TO DEDICATE
11' ALONG EAST VALLEY
PARKWAY AS DESCRIBED IN
DOC. NO. 73-166388
RECORDED JUNE 18, 1973 AT
THE SAN DIEGO COUNTY
RECORDER'S OFFICE.

- FOUND 1/2" SQUARE PIN PER (1)
- () RECORD DATA PER PM 1674
RECORDED JUNE 22, 1973
UNDER FILE NO. 73-177058

PM 1674
PARCEL 'A'
(AREA PARCEL 'A' ±11,059 SQFT)

(APN 230-111-07)

(AREA 12 FOOT WIDE ST.
VAC ±1,633 SQFT)

PROPERTY LINES AS SHOWN
PER (1) (TYP)

LOT 1

BLOCK 24
MAP NO. 336

PENNSYLVANIA AVE
(80' R/W)

11 MILE STREET
(80' R/W)

Prepared by:
PROJ: 12-025
LAND MARK SURVEYING
4950 34TH ST.
SAN DIEGO, CA 92116
PH: 619.280.0056
landmarksurveying@gmail.com

6/22/12
Date

ENGINEERING SERVICES
201 North Broadway, CA 92025 (760) 839-4651
STREET VACATION
ALONG PARCEL 'A' PER
PARCEL MAP NO. 1674

ESCONDIDO
City of Choice
DOC. NO. -
SHEET: 1 of 1

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Wickline Bedding at 455 N. Quince Street

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-153 authorizing the Real Property Manager and City Clerk to execute, on behalf of the City of Escondido as the Successor Agency to the Escondido Community Development Commission ("City"), a Lease Agreement with Wickline Bedding at 455 N. Quince Street.

FISCAL ANALYSIS:

The City is presently collecting \$16,905 in rental revenue from Wickline Bedding. Under the new lease agreement ("Lease"), in exchange for Lessee taking over the maintenance of the structure, the monthly rent will be reduced to \$15,613.

PREVIOUS ACTION:

On November 16, 2011, City Council approved of entering into a new lease agreement with Wickline Bedding for a period to be determined at a later date, following the California Supreme Court's ruling on redevelopment funds.

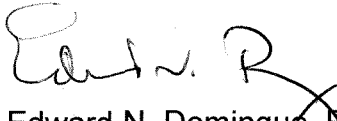
BACKGROUND:

The City acquired 455 N. Quince Street for its ballpark/industrial park project and assumed the lease of the existing tenant Wickline Bedding. The assumed lease expired on December 31, 2011. Prior to the lease expiration, the parties agreed that Wickline Bedding would remain in occupancy on a month-to-month basis until such time as the timeline for the ballpark/industrial park project was better understood. Wickline Bedding has expressed an interest in remaining at its current location for as long as possible and the City's project schedule currently permits continued occupancy for the foreseeable future. In order to accommodate the City's future economic development plans, the

Lease includes language which permits the City to terminate the Lease upon a nine month notice to Wickline Bedding.

Further, in exchange for a reduced rental rate from \$16,905 to \$15,613 per month, Lessee has agreed to be solely responsible for all maintenance and repair, as it sees fit for the operation of its business, including those of a structural nature (roof, HVAC, plumbing, electrical, etc.). Lessee is releasing the City of any obligation to maintain any portion of the property as consideration for a reduced rental rate, as appropriate under an absolute net lease structure. Said rental rate shall be applicable for the life of the Lease, up to three years.

Respectfully submitted,



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



Debra Lundy
Real Property Manager

RESOLUTION NO. 2012-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY AS THE SUCCESSOR AGENCY TO THE ESCONDIDO COMMUNITY DEVELOPMENT COMMISSION, A LEASE AGREEMENT WITH STYLUTION USA, DBA WICKLINE BEDDING COMPANY

WHEREAS, the City of Escondido, as the Successor Agency to the Escondido Community Development Commission ("City"), owns certain real property located at 455 N. Quince (the "Property"); and

WHEREAS, the City assumed a lease agreement with Wickline Bedding when the City acquired the Property in June 2011 and said lease expired on December 31, 2011; and

WHEREAS, Wickline Bedding is presently occupying and leasing the Property from the City on a month-to-month basis; and

WHEREAS, the City and Wickline Bedding desire to enter into a new lease agreement ("Lease Agreement") to allow Wickling Bedding continued occupancy at the Property for assembling, manufacturing and warehousing of bedding and furniture facilities; and

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

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 Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Lease Agreement with Stylution USA, dba Wickline Bedding, in substantially the same form that is attached hereto as Exhibit "1" and incorporated by this reference.

**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

455 N. Quince

LESSEE:

Stylution USA Corporation, dba Wickline Bedding

TERM: One Year

CITY OF ESCONDIDO
LEASE AGREEMENT INDEX

Clause No.	Title	Page No.
1	Definition of Terms.....	1
2	Administration	2
3	Term	2
4	Termination of Lease	2
5	Options to Renew	3
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7	Rent	3
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CITY OF ESCONDIDO
LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____, 2012
("Effective Date").

Between: The City of Escondido as the Successor Agency to the Escondido
Community Development Commission,
a municipal corporation
201 N. Broadway
Escondido, California 92025
("CITY")

And: Stylution USA Corporation
dba Wickline Bedding.
455 N. Quince Street
Escondido, CA 92025
("LESSEE")

Witness that whereas:

- A. CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain public property located at 455 N. Quince Street, Escondido, CA 92025, for the purpose of assembling, manufacturing and warehousing bedding and furniture.

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

1. DEFINITION OF TERMS. The following words in this Lease Agreement shall have the significance attached to them in this clause unless otherwise apparent from their context.
 - a. "Lease" means this Lease Agreement.
 - b. "Premises" means the real property described as 455 N. Quince Street, Escondido, CA 92025.

- c. "Lease Administrator" means the City of Escondido–Real Property Agent, or upon written notice to LESSEE, such other person as shall be designated from time to time by CITY.
- d. "LESSEE" means Stylution USA Corporation, dba Wickline Bedding Company, and does not include its heirs, assigns, or successors-in-interest.

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

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

and on behalf of LESSEE by Alex Chen, President, whose address is:

Wickline Bedding
c/o Alex Chen, President
455 N. Quince Street
Escondido, CA 92025

3. TERM. The term of this Lease shall be one (1) year, commencing on the Effective Date of this Lease Agreement.

4. TERMINATION OF LEASE.

4.1 In the event CITY adopts a comprehensive and coordinated economic development plan which requires, in CITY's sole and reasonable discretion, CITY'S use and LESSEE'S vacation of the Premises, CITY may terminate this Lease by giving LESSEE two hundred and seventy (270) days prior written notice.

4.2 CITY shall have the right to terminate this Lease by giving seven (7) days prior written notice to LESSEE for any of the following events:

4.2.1 LESSEE's failure to comply with the following clauses in this Lease:

Acceptance and Maintenance, Paragraph 13

Alterations, Paragraph 14

Use, Paragraph 15

Occupancy and Assignment, Paragraph 16

Conduct, Paragraph 17

Insurance, Paragraph 22

Americans with Disabilities Act (ADA), Paragraph 29

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

5. OPTIONS TO RENEW. This Lease may be extended two (2) additional one (1) year terms upon written consent by the CITY. LESSEE shall submit a written request to exercise each option at least thirty (30) days in advance of each Lease termination date.

6. VACATION OF PREMISES.

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

6.2 Upon such termination, LESSEE shall immediately:

6.2.1 Arrange and pay for the disconnection of all utilities and services ordered by LESSEE;

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

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

7. RENT. In consideration of the possession and use of the Premises, LESSEE shall deliver and pay rent to City in the amount of \$15,613.00 per month, on or prior to the first (1st) day of each month. As consideration for LESSEE's maintenance of the structure, this rental rate shall be applicable for the life of this Lease for up to three (3) years, including all applicable Lease term extensions.

8. LATE PAYMENT. Any and all rent payments received after the tenth (10th) day of any month will be charged an additional twenty percent (20%) late payment fee.
9. RENT ADJUSTMENT. Not applicable to this lease.
10. SECURITY DEPOSIT. No additional security deposit shall be required under this Agreement. CITY is in possession of a \$15,300.00 security deposit, which was transferred to CITY under the Assignment and Assumption of Lease Agreement dated June 29, 2011.
11. UTILITIES PAYMENTS. LESSEE agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, trash, sewage charges or septic service, and telephone.
12. TAXES, ASSESSMENTS, AND FEES.
 - 12.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in LESSEE, LESSEE may be subjected to the payment of personal property taxes levied on such interest. LESSEE shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon LESSEE, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
 - 12.2 LESSEE further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit LESSEE from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.
13. ACCEPTANCE AND MAINTENANCE.
 - 13.1 LESSEE hereby acknowledges that LESSEE has inspected the Premises, that LESSEE accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair. LESSEE hereby accepts the Premises as such.
 - 13.2 LESSEE agrees to be solely responsible for all costs of maintenance and repair as LESSEE sees fit for the operation of its business, in accordance with Section 14 of this Lease, including those to the structure itself (such as the roof, HVAC, plumbing, electrical, etc.). LESSEE releases the CITY from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and

LESSEE therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code. Further, LESSEE agrees to indemnify and hold CITY harmless, in accordance with Section 23 below, for LESSEE or LESSEE's designee's (including, but not limited to, contractors, agents and independent contractors) acts or omissions with respect to maintenance and/or repair of the Premises.

14. ALTERATIONS.

- 14.1 LESSEE shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits.
- 14.2 Any improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.
- 14.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

15. USE. LESSEE agrees to use the Premises as follows:

- 15.1 Assembly, manufacturing & warehousing of bedding and furniture, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division.
- 15.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 15.1 above. In any case where LESSEE is, or should reasonably be, in doubt as to the propriety of any particular use, LESSEE may request, and will not be in breach or default if LESSEE abides by, the written determination of the Lease Administrator that such use is or is not permitted.
- 15.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

16. OCCUPANCY, ASSIGNMENT AND SUBLETTING. The Premises shall only be occupied by LESSEE except with prior written consent of the Lease Administrator. LESSEE may not assign this lease or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person except employees, agents, guests of LESSEE, to use or occupy the Premises or any part

thereof, without the written consent of the Lease Administrator in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the Lease Administrator. The Lease Administrator's approval shall not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

17. CONDUCT.

17.1 LESSEE and guests of LESSEE shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of LESSEE.

17.2 LESSEE shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

17.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

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

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

20. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect and/or conduct testing on the Premises at any reasonable time.

21. RIGHT TO SHOW PREMISES. CITY reserves the right to show the premises to facilitate re-renting or selling the Premises upon duly noticed lease termination. When possible, showings shall be scheduled during normal working hours Monday through Friday.

22. INSURANCE.

- 22.1 LESSEE must have insurance in the following amounts at all times during this Agreement:
- 22.1.1 General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and
 - 22.1.2 Automobile liability insurance of \$750,000.00 combined single-limit per accident for bodily injury and property damage; and
 - 22.1.3 Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship
- 22.2 Each insurance policy required above must be acceptable to the City Attorney:
- 22.2.1 Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
 - 22.2.2 Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - 22.2.3 All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 22.3 LESSEE agrees to deposit with CITY, on or before the effective date of this Lease, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. LESSEE will also deposit with the CITY within 60 days of the Effective Date of this Lease, an Additional Insured Endorsement naming CITY specifically and separately as a "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described in Paragraph 22.2

above shall follow within sixty (60) days. Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

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

fees incurred by CITY on account of any such claims, demands, or liabilities. However, the provisions of this Agreement shall not be construed to indemnify CITY for claims or acts arising from CITY'S sole negligence.

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

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

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

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

CITY OF ESCONDIDO

Date: _____

By: _____
Debra Lundy, Real Property Manager

Date: _____

By: _____
Diane Halverson, City Clerk

STYLUTION USA CORPORATION

Date: _____

By: _____
Its:

Date: _____

By: _____
Its:

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

By: _____

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Christopher W. McKinney, Director of Utilities

SUBJECT: Reimbursement Agreement for Installation of Public Improvements in the City of Escondido: Wal-Mart Project

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-157 authorizing the Director of Utilities to execute a Reimbursement Agreement with Wal-Mart Stores, Inc., for public improvements.

FISCAL ANALYSIS:

Funds are available within the Water Enterprise Account for these public water improvements.

PREVIOUS ACTION:

On May 4, 2005, Council approved a conditional use permit, grading exemption, zoning code amendment to the East Valley Parkway Area Plan, certified the Environmental Impact Report, and adopted the Mitigation Monitoring and Reporting Program for both the Wal-Mart and EUSD facilities by Resolution No. 2005-79. On June 22, 2011, Council approved Resolution No. 2011-92 approving an economic incentive agreement with Wal-Mart Stores, Inc.

BACKGROUND:

Wal-Mart, in conjunction with their project, is providing improvements to the City's water system. Some of the improvements are beyond the requirements of their project. The Wal-Mart site has an existing 8-inch waterline that must be removed and replaced because it passes through the proposed footprint of the building. The developer is responsible for removing the existing pipe and replacing it with the current standard 12-inch waterline for commercial areas.

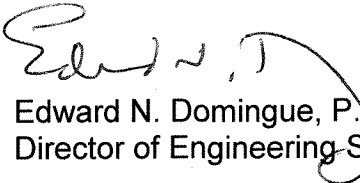
In addition, the City proposes to pay Wal-Mart for replacement of approximately 700 feet more of existing waterline (6 inches) because it is off the Wal-Mart site and within Pennsylvania Avenue. Staff is requiring this to avoid an undersized line, which would be detrimental to our


system (potential water quality and reliability issues) as well as inadequate to provide the project its required domestic and fire flows.

Repayment for this work would be accomplished via a reimbursement agreement with Wal-Mart rather than a usual bid process for the following reasons:

1. The Wal-Mart contractor is ready to go with their pipeline replacement. If the City bids the additional waterline as a project, a City contractor would not be onsite for several months at least, and City construction would restrict Wal-Mart's materials and construction access via Pennsylvania Avenue. This could potentially lead to delays for the Wal-Mart construction contract and possible claims against the City for the cost of those delays.
2. There are several advantages to having a single contractor replace the entire run of pipe rather than two contractors working on the same line at different times. Among these are:
 - a. Reduced mobilization/demobilization cost.
 - b. Savings of staff time to process advertisement and bid as well as avoiding the delay to other critical City projects currently in the design/bid phases.
 - c. Fewer in service line shutdowns and hence impacts to other users.
 - d. Less operational risks to domestic or fire flow requirements.
3. The cost estimate received from the developer is consistent with bid responses received recently for similar pipeline replacements and is based on contractor paying prevailing wages for the City work.

Respectfully submitted,


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


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2012-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF UTILITIES TO EXECUTE, ON BEHALF OF THE CITY, A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$257,267.05 WITH WAL-MART STORES INC. FOR THE CONSTRUCTION OF A WATER MAIN

WHEREAS, WAL-MART STORES INC. ("WAL-MART"), developer of the property identified by the legal description in Exhibit "A" of the Reimbursement Agreement for the Installation of Public Improvements in the City of Escondido (attached to this Resolution as Exhibit "1" and incorporated herein) must relocate and upsize a water line, from eight to twelve inches, as a condition of approval the project pursuant to the Plot Plan Approval No.: ADM10-0063; and

WHEREAS, the City's long term Capital Improvement Plan provides for waterline improvements and the City Engineer and the City Director of Utilities assert the most cost economical and efficient approach to upgrade approximately 700 feet of six-inch waterline, running from Ash Street along Pennsylvania Avenue, to a twelve-inch waterline, is to make the City's waterline improvements in conjunction with the planned WAL-MART improvements; and

WHEREAS, WAL-MART is prepared to complete construction within 90 days and the City has a limited opportunity to take advantage of the work already planned by WAL-MART; and

WHEREAS, the City Engineer and the City Director of Utilities recommend

approval of a Reimbursement Agreement with WAL-MART in the amount of two hundred fifty-seven thousand, two hundred sixty-seven dollars and five cents (\$257,267.05) for the City's section of water line improvements; and

WHEREAS, the City Council desires at this time and deems it to be in the public interest to authorize the City Director of Utilities to execute a Reimbursement Agreement with WAL-MART, in order to reimburse WAL-MART for the City portion of the water line upon its completion to the satisfaction of the City Engineer and the City Director of Utilities;

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 recommendations of the City Engineer and the City Director of Utilities.
3. That the City Director of Utilities is authorized to execute, on behalf of the City, a Reimbursement Agreement ("Agreement") with WAL-MART for the construction of a water main as described in Exhibit "1," in the amount of two hundred fifty-seven thousand, two hundred sixty-seven dollars and five cents (\$257,267.05), which Agreement shall be in substantially the form found herein and to be finalized to the satisfaction of the City Attorney.

REIMBURSEMENT AGREEMENT FOR INSTALLATION OF PUBLIC IMPROVEMENTS IN THE CITY OF ESCONDIDO

This Public Improvement and Reimbursement Agreement ("Agreement") is made and entered into on _____ between THE CITY OF ESCONDIDO, a California municipal corporation ("City"), and WAL-MART STORES, INC., a Delaware corporation ("Developer"), (collectively, the "Parties"):

RECITALS

A. Developer is the lessee of that certain real property located within the City of Escondido described on Exhibit "A" ("Property") on which the Developer is planning to construct a new building for purposes of a retail store ("Development").

B. In connection with the Development, and as a condition of the City's approval of the Project pursuant to Plot Plan approval No.: ADM10-0063 the City has required that Developer relocate and upsize a water main pipeline that bisects the Property and continues to run into public property, as depicted on Exhibit "B" attached to this Agreement (the "Developer Improvements").

C. The City's long term Capital Improvement Program provides for certain additional water system improvements, including the upsizing of water main pipelines situated on public property and under public roadways outside the limits of the Development Property ("City Improvements"). The City Improvements are described more specifically on Exhibit "C" attached to this Agreement.

D. Developer's Improvement Plans, Drawing No. W12-0003, include both the Developer Improvements and the City Improvements, and the City has approved these Plans.

E. The City and Developer agree that it is cost effective and economical to construct the Developer Improvements and the City Improvements at the same time and has requested that Developer construct the City Improvements at the City's expense.

F. The purpose of this Agreement is to provide for the construction of the City Improvements in a manner acceptable to the City and to provide for the full reimbursement to Developer of the cost to construct the City Improvements.

Now, therefore, in consideration of the recitals and mutual obligations of the Parties as herein expressed, City and Developer agree as follows:

1. Developer's Obligations Developer shall install the City Improvements pursuant to City of Escondido Design Standards and Standard Drawings, effective May 2009 and consistent with construction permits which shall be timely and separately issued by City for City Improvements. Developer shall maintain

separate records and contractor invoices for the City Improvements until payment is made by the City.

2. Developer's Completion of the Project. Developer agrees to complete the Project within 90 days.
3. Cost. City has approved and hereby affirms its approval of Developer's estimate of the cost of the City Improvements as set forth in Exhibit "D." City acknowledges that the cost estimate is subject to increase based on the actual cost of construction. Developer agrees to notify the City and receive prior written approval from the City's Director of Utilities for any construction costs in support of the City Improvements that exceeds the total amount estimated in Exhibit "D;" which approval shall not be unreasonably withheld.
4. Certificate of Completion. Promptly after completion of Developer's completion of the City Improvements, but in no event later than within fifteen (15) days after written request therefor by Developer, the City shall provide Developer with an executed "Notice of Completion". The City shall not unreasonably withhold such Notice of Completion. The Notice of Completion shall be a conclusive determination of satisfactory completion of the City Improvements. After the recordation of the Notice of Completion, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property shall be entitled to rely upon the Notice of Completion with respect to any obligation or liability under this Agreement regarding construction or installation of the City Improvements, except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement.

If the City refuses or fails to furnish the Notice of Completion, after written request from Developer, the City shall, within fifteen (15) days of written request therefor, provide Developer with a written statement of the reasons the City refused or failed to furnish the Notice of Completion. The statement shall also contain the City's opinion of the actions Developer must take to obtain the Notice of Completion. If Developer resolves the items in the City's refusal notice, the City shall issue to Developer the Notice of Completion. If the City fails to provide such written statement, within said fifteen (15) day period, the Developer shall be deemed, conclusively and without further action of the City, to have satisfied the requirements of this Agreement with respect to the construction and installation of the Project, as if a Notice of Completion had been issued by the City pursuant to this Agreement.

5. Reimbursement. Following the City's acceptance of the City Improvements and issuance (either actual or deemed) of a Notice of Completion, Developer agrees to submit the invoices from Developer's contractors for the actual costs of the work performed in support of the City Improvements, including supervision, profit/overhead and insurance costs as itemized in Exhibit "D." City agrees to provide cash reimbursement to Developer within 30 days after Developer's submission of billing for such actual costs.
6. City's Obligations. The City acknowledges that the City Improvements described herein may require the Developer to work on private property and will necessitate the substantial disturbance, removal and replacement of private landscaping and hardscape, the cost of which is unknown at this time. City agrees to provide Developer with executed rights of entry, temporary construction easements, waivers and hold harmless agreements, in a form satisfactory to Developer, from all owners of private property included in the City Improvements.
7. Maintenance. City shall have the sole responsibility for maintaining the City Improvements.
8. Indemnity and Defense. City agrees to and shall hold harmless, defend, and indemnify Developer, its officers, employees, subcontractors and agents from any and all claims, demands, causes or action, liability or loss because of, or arising out of the designing of, construction of or maintenance of the City Improvements or any entry onto or damage to any private property or any City property in connection with the City Improvements. This section shall remain in full force and effect for ten (10) years following acceptance of the improvements by the City. The Parties specifically acknowledge that construction of the City Improvements may involve the removal of an existing asbestos cement water main pipeline ("ACP") and that the indemnity obligations of the City shall apply to any causes of action related to asbestos exposure in connection with the City Improvements so long as Developer complies with all applicable laws regarding such removal and disposition; and to the extent causes of action relate to asbestos exposure, this section shall remain in full force and effect.
9. Notices. Any demands or notice required or permitted under this Agreement may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

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

Developer: Wal-Mart Stores, Inc.
(Store No. 5996-00)

Attn: Realty Manager
2001 SE 10th Street
Bentonville, AR 72716

With copy to: Gresham Savage Nolan & Tilden, PC
550 East Hospitality Lane, Ste. 300
San Bernardino, CA 92408
Attn: Robert Ritter

Jeffrey R. Epp, City Attorney

9. Waiver. No failure of either City or Developer to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any reach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
10. Whole Agreement. This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. The recitals set forth above are also incorporated herein by this reference. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.
11. Consent. Where the consent or approval of a party is required or necessary under this Agreement, the consent or approval shall not be unreasonably withheld.
12. Cooperation. The parties shall cooperate with each other in good faith, and assist each other in the performance of the provisions of this Agreement.
13. Force Majeure. If the performance of any act required of City or Developer is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the Party required to perform an act, that Party shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event City or Developer claims the existence of such a delay, the Party claiming the delay shall notify the other Party in writing of that fact within 10 calendar days after the beginning of any such claimed delay.

14. Assignment. Developer may assign the obligations and rights under this Agreement, to any successor in interest of Developers property.
15. Successors-in-Interest. This Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to this Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Agreement shall be bested and binding on their successors-in-interest.
16. Laws and Venue. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action under this Agreement shall be in the Superior Court of California, North County Branch, or if such action is a federal action, in the Federal District Court, Southern District.
17. Negotiated Agreement. The parties agree that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision whether to seek advice of counsel with respect to his Agreement is the sole responsibility of each of the parties. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
18. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.
19. Authority to Sign. Each party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that he, she, or it has the authority to sign on behalf of his, her or its respective corporation, partnership, joint venture, entity and agrees to hold the other party or parties hereto harmless if he, she or it does not have such authority.

[Signature page follows]

Escondido, CA
Store No. 5996-00

IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido, acting by and through its Director of Utilities, pursuant to Resolution No. R2012-157, authorizing such execution, and by Developer, on the date set forth below.

WAL-MART STORES, INC.,
a Delaware corporation

By: _____
John Clarke
Its: Vice President of Real Estate

Date: _____

THE CITY OF ESCONDIDO,
a California municipal corporation

By: _____
Name: Christopher McKinney
Its: Director of Utilities

Date: _____

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.

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Escondido, and described as follows:

PARCEL 1:

LOT 2 IN BLOCK 180 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

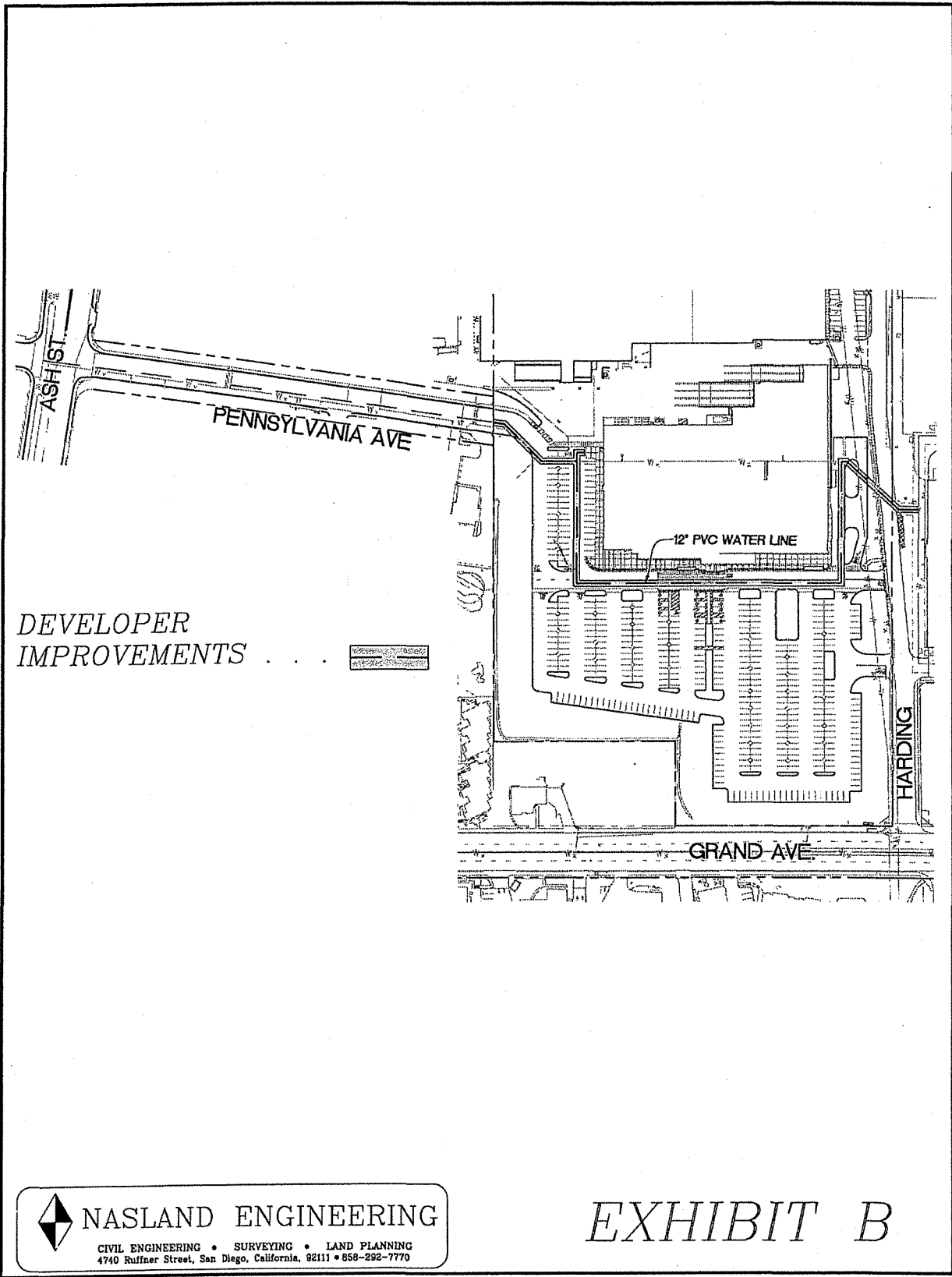
ALSO THAT PORTION OF LOT 9 IN BLOCK 180 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY DESCRIBED AS BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 9 , THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 SOUTH 60 DEGREES 29 MINUTES 31 SECONDS WEST 329.89 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 9, THENCE ALONG THE WESTERLY LINE OF SAID LOT 9 NORTH 29 DEGREES 29 MINUTES 22 SECONDS WEST 174.76 FEET, THENCE NORTH 60 DEGREES 31 MINUTES 30 SECONDS EAST 67.22 FEET, THENCE SOUTH 29 DEGREES 28 MINUTES 30 SECONDS EAST 5.01 FEET, THENCE NORTH 60 DEGREES 31 MINUTES 30 SECONDS EAST 26.15 FEET, THENCE SOUTH 29 DEGREES 28 MINUTES 30 SECONDS EAST 7.53 FEET, THENCE NORTH 60 DEGREES 31 MINUTES 30 SECONDS EAST 37.36 FEET, THENCE SOUTH 29 DEGREES 28 MINUTES 30 SECONDS EAST 6.54 FEET, THENCE NORTH 60 DEGREES 49 MINUTES 38 SECONDS EAST 199.14 FEET TO THE EASTERLY LINE OF SAID LOT 9, THENCE SOUTH 29 DEGREES 29 MINUTES 54 SECONDS EAST 154.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 9.

ALSO THAT PORTION OF LOT 10 IN BLOCK 180 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 10, THENCE ALONG THE EASTERLY LINE OF SAID LOT 10 NORTH 29 DEGREES 29 MINUTES 22 SECONDS WEST 174.76 FEET, THENCE SOUTH 60 DEGREES 31 MINUTES 30 SECONDS WEST 69.98 FEET, THENCE SOUTH 29 DEGREES 28 MINUTES 30 SECONDS EAST 41.03 FEET, THENCE SOUTH 60 DEGREES 31 MINUTES 30 SECONDS WEST 84.14 FEET THENCE SOUTH 29 DEGREES 28 MINUTES 30 SECONDS EAST 133.82 FEET TO THE SOUTHERLY LINE OF SAID LOT 10, THENCE ALONG SAID SOUTHERLY LINE OF LOT 10 NORTH 60 DEGREES 29 MINUTES 31 SECONDS EAST 154.17 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 10.

EXCEPTING FROM SAID LOT 2, THE SOUTHEASTERLY 147.00 FEET OF THE SOUTHWESTERLY 300.00 FEET THEREOF.

ALSO EXCEPTING FROM SAID LOT 2, THE SOUTHEASTERLY 9.00 FEET THEREOF.

EXHIBIT "B"



DEVELOPER
IMPROVEMENTS


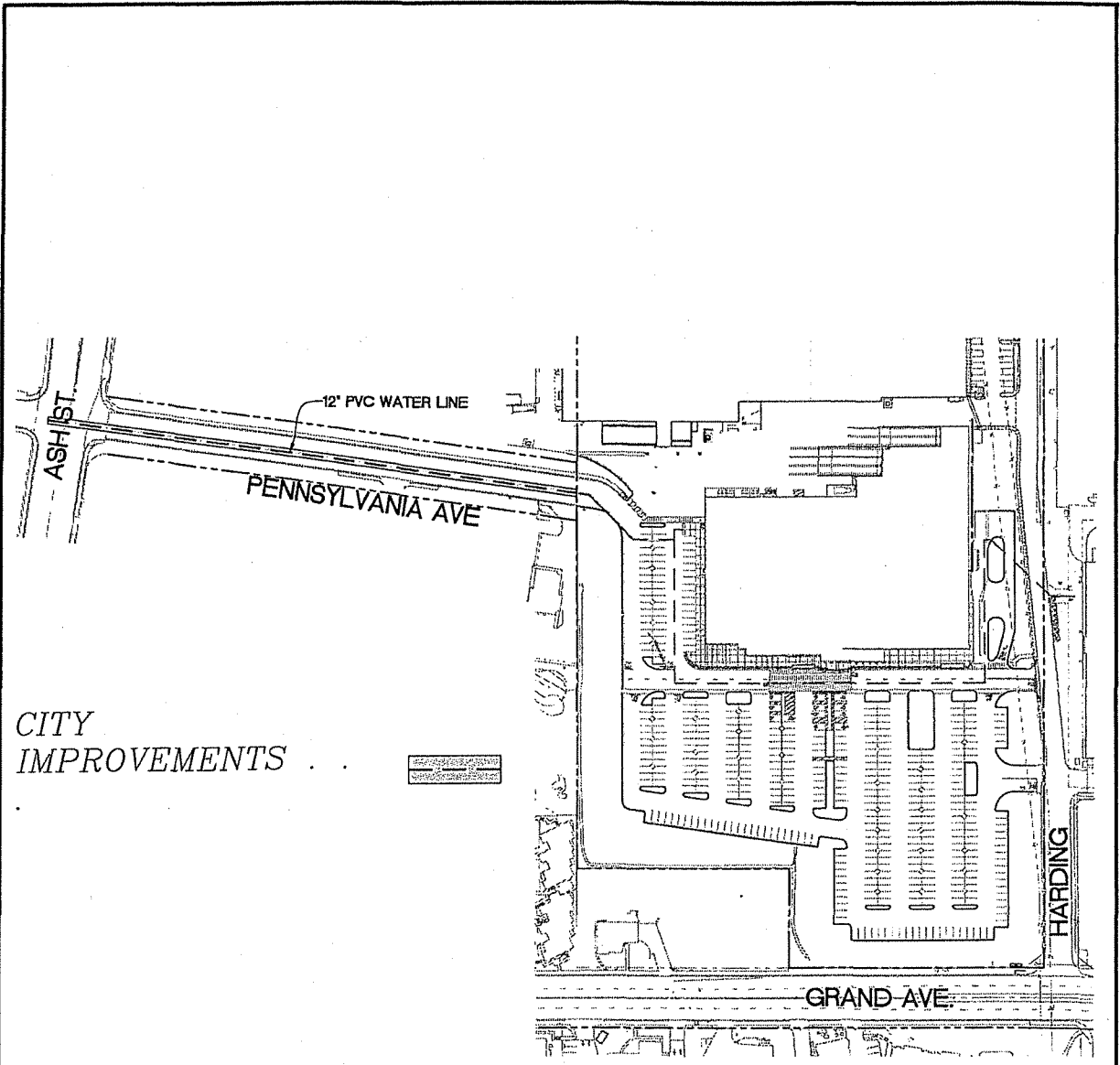
 **NASLAND ENGINEERING**
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Ruffner Street, San Diego, California, 92111 • 619-292-7770

EXHIBIT B

EXHIBIT "C"



CITY
IMPROVEMENTS

Legend box containing two entries with symbols.


 **NASLAND ENGINEERING**
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Ruffner Street, San Diego, California, 92111 • 858-292-7770

EXHIBIT C

EXHIBIT "D"

Pennsylvania Ave. Water Main Bid Dated 09/11/12 Per Plans Dated 8/22/12							Wal-Mart	LaCazo	City
No.	Description	Quan.	Unit	Unit \$	Item Total				
OFFSITE WATER									
1	Watermain from STA 10+00 to STA 17+47 per plans dated 08/22/12								
A.	12" CML&C Water Main Siphon from STA 10+00 to 10+38	36	LF	180.80	6,508.80			6,508.80	
B.	12" C900 CL 235 Water Main from STA 10+38 to 19+00	711	LF	67.80	48,205.80			48,205.80	
C.	12" Cut in Tee with 3 each 12" gutter valves @ STA 10+00	1	LS	15,850.00	15,850.00			15,850.00	
D.	Install 12" x 6" Tee w/ 6" gate valve and construct new fire hydrant @ STA 14+27	1	EA	6,310.00	6,310.00			6,310.00	
E.	Install 12" x 6" Tee w/ 6" gate valve and construct new fire hydrant and wall @ STA 17+13	1	EA	8,591.00	8,591.00			8,591.00	
F.	Install 12" x 6" Tee w/ 6" gate valve and connect to existing fire service.	1	EA	1,966.00	1,966.00			1,966.00	
G.	Install 12" x 4" Tee w/ 2 each, 12" gate valves, 1 each 4" gate valve, and connect to existing 4" water main.	1	EA	9,830.00	9,830.00			9,830.00	
H.	Install 12" inline gate valve at STA 10+37.	1	EA	4,710.00	4,710.00			4,710.00	
I.	Install 4" Blowoffs from new water main.	4	EA	3,990.00	15,960.00			15,960.00	
J.	Install 4" Blowoffs from existing water main.	1	EA	4,890.00	4,890.00			4,890.00	
K.	Install 2" Air releases from new water main.	2	EA	3,933.00	7,866.00			7,866.00	
L.	Install 2" Air releases from existing water main.	2	EA	4,750.00	9,500.00			9,500.00	
M.	Install 2" water services, connect to existing.	13	EA	1,390.00	18,070.00			18,070.00	
N.	Slurry fill existing 6" and 8" water main and leave in place	750	LS	11.00	8,250.00			8,250.00	
O.	Chlorination and Testing	1	LS	3,000.00	3,000.00			3,000.00	
P.	Traffic Control	1	LS	2,800.00	2,800.00			2,800.00	
Q.	Staking & Surveying	1	LS	1,000.00	1,000.00			1,000.00	
R.	Soil Compaction	1	LS	1,250.00	1,250.00			1,250.00	
					Off Site Water subtotal	174,657.60		174,657.60	
OFF SITE PATCHING									
A.	AC trench patching ± 2' wide including night patching on Ash Street, 2 move-ins, per City Standard	2,650	SF	11.78	31,217.00			31,217.00	
B.	Remove and Replace cross gutter @ Pennsylvania Ave. & Ash Street.	750	SF	13.90	10,425.00			10,425.00	
					Off Site Patching Total	41,642.00		41,642.00	
					Off Site Water & Patching Subtotal	216,199.60		216,199.60	
	Supervision	3	WK	2,000.00	6,000.00			6,000.00	
	Prevailing Wage (required for the off site work)				7,700.00			7,700.00	
	Profit/Overhead			10%	21,619.96			21,619.96	
	Insurance			2.50%	5,747.49			5,747.49	
					Off Site Water & Patching Total	257,267.05		257,267.05	
<p>The staking bids have been provided by Nasland Engineering, however the developer and/or Wal-Mart may consider this a conflict of interest. In the event Nasland Engineering is not chosen as the staking engineer then these amounts may be adjusted upward or downward based on competitive bids.</p>									
<p>Includes: All water installed & tested Backfill & patching AC & PCC Repairs Overlay as indicated Tie-ins</p>									
<p>Excludes: All work not specifically indicated Haul off of trench spoils Irrigation backflow All permits & fees Purchase of construction water Rock exavation or disposal Soils Engineer</p>									

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: **September 12, 2012**

TO: Honorable Mayor and Members of the City Council

FROM: Gilbert Rojas, director of Finance

SUBJECT: Write off of Housing Loans

RECOMMENDATION:

It is requested that Council approve the write-off of various Housing loans.


FISCAL ANALYSIS:

The total amount of the write-off is \$360,793.61. All means of collection and/or recouping funds have been exhausted. This write off of bad loans is necessary to accurately report the City's overall financial status without overstating assets.

BACKGROUND:

This write-off is the accumulation of two years' worth of bad loans. Ten of the loans are from the first-time homebuyer program of which we had second position on the property and the mortgage holder on the property had written off their loan. These ten loans total \$228,000. Three of the loans were mobile rehab loans where the unit had no residual value. These loans totaled \$45,492. Two loans were single family rehab loans that ended up as a foreclosure and a short sale. They amounted to \$30,767.01 and the last two loans were a Rancho Escondido Mobilehome Park lot that was foreclosed on by its first position mortgage holder (for \$9,122), and the City foreclosed on a Escondido Views lot that we now own and is part of the mobilehome park Request For Proposal awarded to Urban Housing Communities. The foreclosed loan amounted to \$47,412.

Respectfully submitted,


Gilbert Rojas
Director of Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Human Resources

SUBJECT: Year 2013 Holidays

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-147 to designate the days that City offices will be closed in the year 2013 for holiday observances.

FISCAL ANALYSIS:

None

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

Not applicable.

PREVIOUS ACTION:


Each year the City Council adopts a resolution, as required by State law, to designate the days that City offices will be closed for holiday observances.

BACKGROUND:

Holidays are considered to be an employee benefit and are, therefore, a part of the negotiation process with our various bargaining units. There are ten recognized holidays each year.

Respectfully submitted,


Sheryl Bennett
Director of Human Resources


Clay Phillips
City Manager

RESOLUTION NO. 2012-147

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
DESIGNATING HOLIDAYS ON WHICH CITY
OFFICES SHALL BE CLOSED FOR
CALENDAR YEAR 2013

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State; and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed on designated State holidays unless otherwise provided by the City; and

WHEREAS, this City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed;

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 public offices of the City shall be closed on the following dates in observance of indicated holidays except with respect to offices that are required to be left open for reasons of public safety:

January 1, 2013	New Year's Day
January 21, 2013	Martin Luther King, Jr. Day
February 18, 2013	Presidents' Day
May 27, 2013	Memorial Day
July 4, 2013	Independence Day
September 2, 2013	Labor Day
November 11, 2013	Veterans Day
November 28, 2013	Thanksgiving Day
November 29, 2013	Day After Thanksgiving
December 25, 2013	Christmas Day

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: **September 12, 2012**

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Human Resources Director
SUBJECT: Amendment of Memorandum of Understanding between the City of Escondido and the Maintenance and Operations Unit, Teamsters Local 911.

RECOMMENDATION:

City Council adopt Resolution No. 2012-149, approving an amendment to the current Memorandum of Understanding between the City of Escondido and the Maintenance and Operations Unit, including a two-year contract extension for a new term of July 1, 2011 through June 30, 2015.

FISCAL ANALYSIS:

Total cost of this contract to the General Fund for a two-year extension is \$1,140,879. Funds for this expense have been set aside in the General Fund Operating Budget.

PREVIOUS ACTION:

On June 22, 2011, the City Council voted to adopt a successor Memorandum of Understanding between the Maintenance and Operations Unit, Teamsters Local 911, and the City of Escondido, for a two-year term that expires on June 30, 2013.

BACKGROUND:

City staff has met with the Maintenance and Operations Unit, Teamsters Local 911, regarding reinstatement of specific suspended contract provisions and amending the Memorandum of Understanding which expires on June 30, 2013. Attached Resolution No. 2012-149 outlines changes to working conditions and compensation that have been agreed to during this meeting process including a two-year extension to the term of the existing contract.

Tentative agreement was reached by both parties on August 14, 2012. Members of the Bargaining Unit voted in support of the agreement on August 28, 2012.

Respectfully submitted,


Sheryl Bennett
Director of Human Resources

RESOLUTION NO. 2012-149

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING WITH
THE TEAMSTERS LOCAL 911, MAINTENANCE
AND OPERATIONS UNIT

JULY 1, 2011 – JUNE 30, 2015

WHEREAS, the City of Escondido (“City”) negotiating staff has met with the Teamsters Local 911 (“Union”) and conducted informational meetings with respect to reinstatement of specific contract provisions which were suspended as budgetary cost saving measures; and

WHEREAS, both parties have reached agreement for the reinstatement of those contract provisions including a two-year contract extension; and

WHEREAS, the Memorandum of Understanding (“MOU”) by the City and the Union is necessary as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, it is the intent of the MOU to provide for continuation of the harmonious relationship between the City and the Union; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the amendment of specific provisions within the current MOU and extend the contract term.

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

1. That the above recitations are true.
2. The City’s negotiating team is authorized to execute, on behalf of the City,

an amended MOU term from July 1, 2011, through June 30, 2015, and also including terms as set forth in Exhibit "A," attached to this resolution and incorporated by this reference.

**City of Escondido
Maintenance and Operations Bargaining Unit
Teamsters Local 911
Memorandum of Understanding (Amendment)
July 1, 2011– June 30, 2015**

1. **Term:** July 1, 2011 - June 30, 2015

2. **Article IV – Compensation Policy, Section 1, Wages, Salary Step Implementation:**

Effective pay period closest to July 1, 2013, one five percent (5%) salary step will be implemented for employees who currently have frozen salary steps.

Effective pay period closest to July 1, 2014, one five percent (5%) salary step will be implemented for employees who currently have frozen salary steps.

Effective pay period closest to January 1, 2015, any remaining salary steps will be implemented for employees who currently have frozen salary steps.

The unfreezing of frozen salary steps will not affect the employees' anniversary or service dates.

3. **Article IV – Compensation Policy, Section 1, Wages, Salary Range Increases:**

Effective pay period closest to July 1, 2014, the salary range for all represented classifications shall be increased by one percent (1%).

Effective pay period closest to June 30, 2015, the salary range for all represented classifications shall be increased by two percent (2%).

4. **Article IV – Compensation Policy, Section 1, Wages, Self-Directed Furlough Program (SDFP):**

Effective November 25, 2012, the Self-Directed Furlough Program will be discontinued and the commensurate furlough pay reduction of 4.36% will be restored to all represented classifications.

5. **Article IV – Compensation Policy, Section 1, Wages, Classification Progressions:**

Effective pay period closest to July 1, 2013, all frozen class progressions will be unsuspended/reinstated.

6. **Article IV – Compensation Policy, Section 1, Wages, Certification Pay:**

Effective pay period closest to July 1, 2014, all frozen certification pay will be unsuspended/reinstated.

7. **Remaining Provisions:**

No change to remaining provisions, terms, dates, and formulas within the Memorandum of Understanding dated July 1, 2011 – June 30, 2013.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Masterson, Assistant to the City Manager
SUBJECT: Proposal to Operate an Escondido Convention and Visitors Bureau

RECOMMENDATION:

It is requested that the City Council approve a proposal by the Escondido Chamber of Commerce to operate an Escondido Convention and Visitors Bureau.

FISCAL ANALYSIS:

Council has budgeted \$64,000 in the 2012-2013 General Fund Budget for Convention and Visitors Bureau services. The Chamber of Commerce is requesting this amount, as well as an additional \$21,121 specifically for paid advertising.

PREVIOUS ACTION:

Council approved a contract with the Escondido Chamber of Commerce to provide Convention and Visitors Bureau services on January 5, 2011.

BACKGROUND:

A Convention and Visitors Bureau serves as an informational hub for visitors and potential residents alike. A Visitors Bureau is often consulted on-line or in person for leisure, lifestyle, housing and economic information about the area that it serves.

The Escondido Chamber of Commerce began providing this function in January 2011 after the North County Convention and Visitors Bureau discontinued operating in Escondido. Between March 2011 and April 2012 two individuals (Daryl Reitmeyer and Kelly Allen) successively held the position of the Manager of the Escondido Convention and Visitors Bureau on a full time basis. Between April and June 2012, the position was filled on a contract basis by Mr. Allen.

The decision as to whether or not the Chamber would continue to provide this service in Fiscal Year 2012-2013 was deferred until the arrival of the new Executive Director of the Chamber of Commerce, Katherine Zimmer. The Escondido Chamber of Commerce has decided to submit a proposal to provide those services (See Attachment 1).

Escondido Convention and Visitors Bureau
September 12, 2012
Page 2

Respectfully submitted,

A handwritten signature in black ink that reads "Joyce Masterson". The signature is written in a cursive, flowing style.

Joyce Masterson
Assistant to the City Manager

August 27, 2012

Clay Phillips, City Manager
City of Escondido
201 N. Broadway
Escondido, CA 92025



Dear Clay:

On behalf of the Board of Directors of the Escondido Chamber of Commerce we are pleased to present the attached proposal for the continued operation of the Escondido Convention and Visitors Bureau. This proposal covers both an operational projected budget and an advertising budget proposal researched and outlined to meet a broader market with brand recognition.

This proposal includes:

- Part 1:** An overview of the roles, responsibilities, objectives, strategies, and goals
- Part 2:** A recap of the scope of work completed – ending June 30, 2012, the excellent positioning to continue toward the goals in fiscal year 2012-13 and the year-end Profit & Loss Statement
- Part 3:** Projected 2012-13 Operating Budget
- Part 4:** Advertising and marketing campaign proposal aimed at gaining significant traction in the visitors' markets outside of Escondido

A "Visitors Bureau" in any community serves as the destination manager and information portal for visitors, potential residents, groups, and residents to enjoy their community and share it with their guests. It must be organized to make a wide-ranging impact and yet, be efficient and strategic to gain the best exposure within the budget. Partnering with the Escondido Chamber of Commerce, the Visitors Bureau can leverage the infrastructure in place and be the successful organization for – online or in person – leisure or business, individual or group business seeking access to what our community has to offer: amazing attractions, wineries, breweries, restaurants, travel package enhancement opportunities, sports destination venues, as well as housing and economic information about the area that it serves.

Funding Proposal

The Escondido Chamber of Commerce will assume the Visitors Bureau functions for the City of Escondido as specified under a renewed 2012-13 contract. It is our understanding that \$64,000 is set aside in the City budget for the this fiscal year ending June 30, 2013. We are requesting those funds be made available to the Escondido Chamber for use in hiring a professional Visitors Bureau Director and for operating expenses including office lease, staff training, overhead and needed equipment. Additionally, this proposal includes a budget plan for \$21,121 for the 2012-13 advertising campaign designed to assist in meeting the goals of the organization.

We thank you for this opportunity to contribute to the continuation of this vital program.

Sincerely,

A handwritten signature in black ink, appearing to read 'K Zimmer'.

Katherine Zimmer
President & CEO
Escondido Chamber of Commerce

A handwritten signature in black ink, appearing to read 'Brian H. Murphy'.

Brian Murphy
Chairman
Escondido Chamber of Commerce

Part 1: Roles, responsibilities, objectives, strategies, and goals

Roles / responsibilities:

The Visitors Bureau Director will be hired by joint panel consisting of Chamber and City personnel. Once an offer has been accepted the CVB Director will report directly to the Chamber CEO and all communication, input, and suggested direction will be addressed through the Chamber CEO. The Chamber is responsible for supervising the CVB Director and ensuring that the objectives and goals of the Visitors Bureau remain on track.

Objectives, strategies and goals:

- 1. To promote Escondido's unique variety of topography, natural trails, historical sites, events and many significant points of interest:**
 - a. As a leisure and group traveler destination through promotion of hotels/motels, restaurants, wineries, breweries, attractions, historical sites and special events... encouraging travelers to either create their travel plans around staying in Escondido or adding our community into their itineraries as a day trip from other leisure locations or during their business/convention group free time.
 - b. As a sports destination through the promotion of our beautiful topographical attractions, parks, sports center, golf courses and special venues such as the Daley Ranch. Also, to be a major contributor to the attraction, organization, and on-site production of sports events.
 - c. As a convention and meeting destination through the promotion of our current larger venues such as the California Center for Arts Escondido, the Lexus Centre, and the San Diego Zoo Safari Park as well as various other meeting venues in wineries, golf courses, museums, etc.
 - d. As an opportunity to build close relationships with hotel/motels to track 'heads in beds' and work towards launching an online reservations portal on visitescondido.com to include attractions, restaurants, and events. Additionally, to research, plan, and implement other visitor benefits that provide tracking such as referral cards.
 - e. To measure and track through close relationships with venues and partner organizations, surveying visitors, online and social media analytics, and other referral avenue tracking.

- 2. Online and Print marketing, advertising and press:**
 - a. VisitEscondido.com – continue to enhance content, links, and functionality to provide the best possible experience for the visitor, promotion for the venues/events, and produce traffic numbers attractive to revenue-generating sponsorships.
 - b. Social media – Facebook, Twitter, Foursquare, Pinterest, etc.: Utilize all possible business brand methodologies, features and options to capitalize on social media communications. Monitor engagement, numbers and trends closely and adjust accordingly.
 - c. Maintain high visibility in local publications such as Escondido Magazine and online partner websites/publications such as the City of Escondido and DBA.
 - d. Identify the best possible prominent regional advertising avenues, negotiate special discounted rates and strategically place our brand messaging, customized to the publication (see attached Marketing & Advertising Proposal for Sunset, CA Official State Visitors Guide, 101 Things To Do, San Diego CVB).

- e. Be consistently strong in seeking editorial opportunities through press releases, story pitches, event promotion, and building positive editorial relationships.
- f. Take full advantage of online services included in print packages and add additional online opportunities when feasible and strategic – i.e. VisitCalifornia.com, SunsetGetaways.com, SanDiego.org, and 101SanDiego.com
- g. Follow up with providers to get all click through and tracking information.
- h. Engage and promote positive feedback while monitoring online travel communities such as Yelp, TripAdvisor, IgoUgo, CitySearch, FourSquare or AroundMe and travel blogs.
- i. Produce materials, monitor and maintain Escondido visitor information at various locations throughout the County: CA Welcome Center in Oceanside, Alpine Welcome Center (primary stop for AZ visitors), hotels, restaurants, attractions, AAA, campgrounds, wineries, airports, etc.
 - i. Note: Although the Visit Escondido Map was not approved as a viable marketing tool for the Visitors Bureau last year, the Chamber has updated, refreshed and reprinted it (within the Chamber's budget) with high visibility for Visit Escondido. 25,000 copies are on track to be distributed throughout the County at the locations mentioned above – on a planned 12-month feed.

3. Relationships, Growth and Customer Service:

- a. Continue to build positive and mutually productive relationships with all hospitality and tourism entities in our community and regionally... as well as partner organizations.
- b. Maintain brick & mortar Visitors' Center hours with trained staff to act as concierges and assist walk-in guests and callers with referrals, reservations, itinerary planning suggestions, and eventually reservation bookings on the spot.
- c. Proactively solicit group travel business such as business meetings, social, fraternal, religious, sports and reunion organizations.
- d. Maintain memberships in appropriate associations to supplement visibility and keep on top of trends and best practices.

4. Administration:

- a. Provide biannual performance report to the City to include program implementation status, trending marketing avenue efforts, website and social media analytics, print and online advertising results, and office walk-in/caller reports – with a focus on conversion, not just visibility.
- b. Maintain records, invoices, and relevant documentation supporting services provided.

- Ongoing Activities (started in prior year):

- Continue to solicit and acquire photos and video from area businesses to be shared on website and social media
- Advertising – Conduct ongoing research and collect cost data for preparing future advertising budget proposals
- Escondido Magazine Calendar – Collect & compile data and information on upcoming events for future magazine editions
- Grants – Conduct research for potential future Community Enhancement Program, Neighborhood Reinvestment or other economic development program grants and write grant proposals
- Actively update social media pages with regular posts to engage a deep reach to target audience and to increase Social Media page fans/members
- Participate in ongoing research and training to stay on top of Social Media and online marketing changes and trends

- Monitor and respond to Visit Escondido activity and communication on outside social media pages and feedback sites and forums (i.e. Trip Advisor, Visit California, SDCVB, etc.)
- Update and maintain Escondido events and information on partner and advertiser websites
- Actively update Visit Escondido social media page and website calendar and blog
- Write regular Press Releases, Blogs & Newsletters
- Analytics - Compile and analyze analytic data from website, social media and advertising efforts to track ROI and to use for planning future Marketing and Advertising strategies
- Surveys –Develop surveys that will be used on the CVB website and through social media channels to collect market demographic information from site visitors.
- Solicit prize contributions to be packaged in “Grand Prize” drawings that will serve as incentive for individuals to participate in online surveys
- Maintain open communication with Escondido business community to support promotion of travel and tourism, relocation interest and group meeting events
- Participate in meetings with event sponsors and promoters to determine methods of supporting events that appeal to travel and tourism
- Conduct regular reviews of Visit Escondido search engine presence for key/topical terms to maximize SEO effectiveness

Part 2: Review of scope of work accomplished 2011-12:

- Creation of new VisitEscondido.com website developed and launched!

The new site includes:

- Social Media Integration (Facebook, Pinterest, Twitter, Google+ and YouTube)
- Website analytics are in place
- VisitEscondido opt-in Newsletter
- Things To Do: categorized and linked - Arts & Entertainment, Attractions, Food & Dining, Shopping, Golf and Outdoor Sports, Wineries & Breweries
- Accommodations, meeting space, venues – with links
- Recent News: current news relevant to tourism, promotion of events and press on stakeholders making news
- Relocation Info: weather, demographics, housing, transportation, employers, educational institutions, cultural amenities
- Blog – goals to include guest bloggers and consistent content pertinent to visitor itinerary planning, personalized feedback and perspectives
- Visit Escondido map, electronic version
- Event Calendar for the year, with quick links to upcoming events
- Online Reservations/Ticketing (successful negotiations were started and will be continued asap)

The site needs freshening, branding, content updating, and re-engagement.

- Creation and maintenance of photo libraries for social media, press, site pages, marketing, etc.

To date image galleries have been established for the following:

Cruisin’ Grand	Felicita Park
Grape Day Park	California Center for the Arts
Kit Carson Park	Daley Ranch
San Diego Zoo Safari Park	Dixon Lake
Stone Brewery	Escondido Street Fair
Welk Resort	Escondido Wineries

- Developed Visit Escondido Press & Media Contact Database for issuing Press Releases

- Developed initial Market Survey to collect "reason for visit" information:

Integrated survey link on VisitEscondido Facebook page and shared through social media posts and Visit Escondido newsletter

- Obtained San Diego CVB Membership

Submitted the following events to the SDCVB website:

Cruisin' Grand

Escondido Street Faire

Second Saturday Art Walk

Movies and Music in the Park

Independence Day Celebration in Grape Day Park

Glow in the Park Escondido

Stone 16th Anniversary Celebration & Invitational Beer Festival

- Created Visit Escondido Flickr account and added the following Galleries to the SDCVB Flickr Gallery page:

Cruisin' Grand; Escondido Wineries (Belle Marie, Cordiano, Deer Park, Orfila)

San Diego Zoo Safari Park; Stone Brewery; Welk Resort

- Submitted the following events to the 101 Things To Do website:

Cruisin' Grand; Escondido Street Faire; Second Saturday Art Walk; Movies and Music in the Park; Independence Day Celebration in Grape Day Park; Glow in the Park Escondido; Stone 16th Anniversary Celebration & Invitational Beer Festival. Sent emails to notify area event promoters of the aforementioned items so they would be aware of the additional exposure for their events.

- Researched, analyzed and negotiated advertising programs to start as soon as possible.

See following proposal with detailed information for:

- 2013 **California Official State Visitors Guide** – print and online

- 2012-13 three-issue run in **Sunset Magazine** – So CA edition/Travel Directory – print and online

- 2012-13 four-issue run in **101 Things To Do San Diego** – print and online

- **San Diego Convention & Visitors Bureau** – online only

Escondido Convention and Visitors Bureau
Profit & Loss Statement
July 2011 to June 2012

Income	
City Funding	\$64,000.00
Total Income	\$64,000.00
Expenses	
Advertising	\$619.00
Auto Exp	\$406.00
Computer Exp	\$1,248.00
Meeting Meals	\$1,027.00
Network Expense	\$500.00
Payroll	\$58,656.00
Professional Fees	\$6,129.00
Rent	\$7,800.00
Telephone	\$1,500.00
Utilities	\$490.00
Total Expenses	\$78,375.00
Net Loss	\$(14,375.00)

Professional Fees: Initial outsourced work such as website creation and graphic design. This amount won't be as high ongoing.

Rent: The Escondido Chamber leases five executive office spaces, including the one used by the Convention and Visitors Bureau. \$650/month.

Part 3: 2012-13 Projected Operating Budget

Escondido Convention and Visitors Bureau Projected Operating Budget 2012-2013

Income

City Funding	\$64,000.00
Total Income	\$64,000.00

Expenses

Auto Exp	\$600.00
Computer Exp	\$300.00
Meeting Meals	\$800.00
Nextwork Expense	\$500.00
Professional Fees	\$2,000.00
Payroll	\$58,000.00
Rent	\$7,800.00
Telephone	\$1,200.00
Uilities	\$700.00
Total Expenses	\$71,900.00
Net Loss	\$(7,900.00)

Part 4: 2012-13 Paid Advertising and Marketing Campaign

- See attached PDF: 2 [VisitEscondido_Adv-Mktg_Proposal.pdf](#)
- Pending funding approval from City Council, \$21,121.



2012 – 2013 Visit Escondido Print* Marketing & Advertising Proposal

Proposal Summary:

2013 California Official State Visitors Guide

Net Annual Investment: \$6,263

Annual publication - the primary fulfillment piece for the Visit California's \$50 Million budget. It reaches a prequalified audience of consumers who request information on travel to, or within California, both domestic and international. **Early Reservation Discount of 20% from our June 18 agreement has been extended.**

Net Annual Investment figures includes online listing, link to ad in online magazine, and "2-Week Deals page" sponsorship as added value, but does not include online ops such as banner ads, enews sponsorship, etc., see detailed information below.

2012 Sunset Magazine – Southern California edition, Travel Directory Nov. 2012 (Wine Awards), Dec. 2012 (Holiday Issue) & May 2013 (Travel Issue)

Net Annual Investment: \$3,758

Our previously negotiated discount in June of 25% has been extended.

November issue - \$1,252 payment due Nov 2012

The Wine Awards Issue features some of the Temecula Wineries - it would be great to have the ad feature our boutique wineries here in Escondido! The Holiday Issue will draw travelers who are looking to escape to our typically warmer winter climate and the Travel Directory is a critical audience targeting the summer vacation planner.

Net Annual Investment figures includes online listing with link, see detailed information below.

101 Things To Do San Diego Print & Online

Net Annual Investment: \$5,460

In addition to their current distribution through San Diego's Lindbergh Field airport, visitor information centers, over 250 hotels and strategically located newsstands throughout the county, they have just recently partnered with the SDCVB to distribute through their information centers and as mail out requests directly to convention groups, expanding pre-arrival outreach. This dramatically increases their distribution numbers and our exposure to convention visitors. **Oct, Jan, April and July issues: Deadline for October- reservation and artwork: Sep 14, 2012**

– \$1,365 payment due Sep 2012

Net Annual Investment figures includes online campaigns, see detailed information below.

San Diego Convention & Visitors Bureau - online

Net Annual Investment: \$5,040

This proposal is online only and reflective of Visit Escondido's marketing plans to increase traffic to the Visit Escondido website. The impressions on sandiego.org, which launched a new website June 30, will all link back to the VisitEscondido.com site. Payment due dependent on event-based marketing efforts.

Sub-Total Net Annual Marketing & Advertising Investment: \$20,521.00

Estimated Cost in Print Ad & Banner Ad Development: \$600.00

Net Annual Marketing & Advertising Investment: \$21,121.00

* In addition to print advertising, consistent messaging will be promoted for editorial opportunities (i.e. press releases, story pitches, and editorial relationship building)

California Official State Visitors Guide

2013 California Official State Visitor's Guide

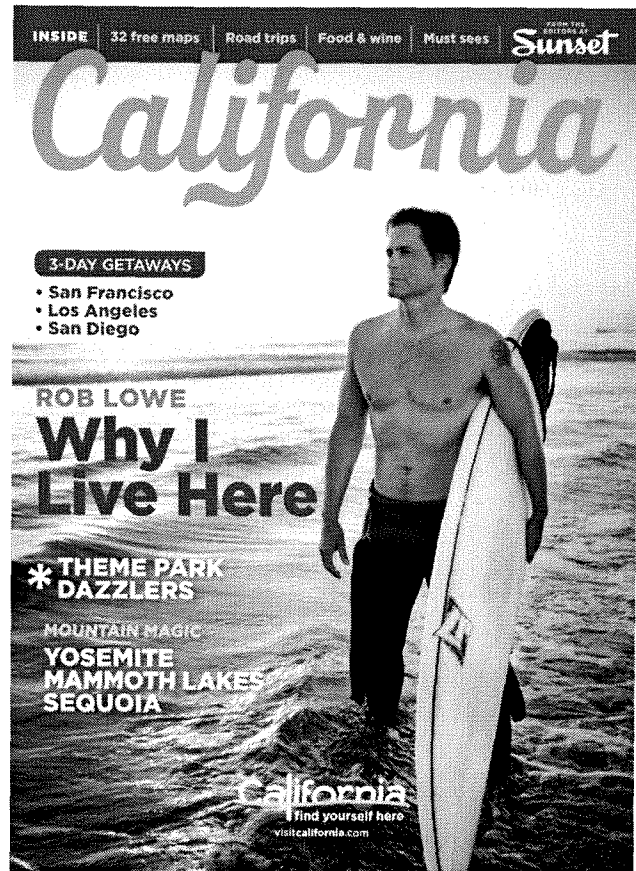
(Distributed January - December 2013)

Annual publication - the primary fulfillment piece for the Visit California's \$50 Million budget. It reaches a prequalified audience of consumers who request information on travel to, or within California, both *domestic and international*. Also distributed at *Sunset* events, CA Welcome Centers and DMO's. Newsstand version through Time Inc. channels, and Digital version on www.visitcalifornia.com

Circulation: 500,000 Annually

Added Value: Enhanced Listing in the publication (Value: \$1,040 per listing), Listing on the reader service card (leads via e-mail twice monthly), Listing and hyperlink on State's web site at www.visitcalifornia.com. Link from your ad in the Digital version to your site.

New as of 2012: iPad app with links!



Sunset

2013 California Official State Visitors Guide Print Pricing:

1/6 page:	\$9,210
Early Reservation:	(1,842) 20% discount
Subtotal:	\$7,368
Agency Discount:	(1,105) 15% discount – “in-house agency”
Net Annual Investment:	\$6,263

Circulation is 500,000 printed copies, plus digital version on VisitCalifornia.com where the URL in your ad links to your site.

Early Reservation Discount of 20% from our June 18 agreement has been extended.

Payment due January 2013.

Online: 2013 California Official State Visitors Guide

VisitCalifornia.com

Visitor Profile

- 259,954 Average unique per month
- 1,497,784 Avg. page views per month
- 76,336 Avg. monthly unique first-time users
- 3:55 Avg. time spent on site
- **User Origination:**
- Approx 84% of users access the site from within the U.S.

Opportunities:

Banner Advertising

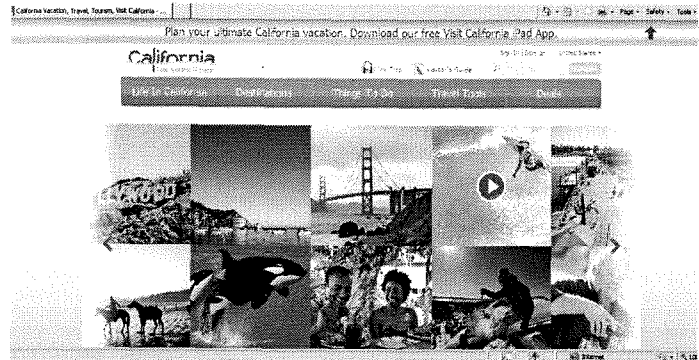
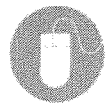
Newsletter Sponsorships

Deals Page Sponsorships

Investment: Starting at \$600

Upload your information/events at:

www.Industry.VisitCalifornia.com



Sunset Magazine – Travel Directory

Sunset Magazine's Travel Directory

(Monthly)

Life in the West - *Sunset Magazine* reaches consumers through subscription and newsstand sales, covering the four "cornerstones" of Western Living: Travel, Food, Home and Garden. Regional editorial "speaks" to the reader where they live.

Loyal readership:

Sunset Magazine is enjoying it's 114th year!

Median HHI: \$91,748 (2011 GfK, MRI)

Average HHI: \$100,117 (2011 Ipsos Mendelsohn)

RPC: 3.86 = 4.8 Million Readers

Median Age: 52.1

Circulation: 1,250,000 monthly – Western 13 states
315,000 Southern California edition.

Added Value: Reader service card listing in each advertising issue, exposure on www.sunsetgetaways.com with link. See Travel Directory rate card for rates and travel planners available.



2012 Sunset Magazine – Southern California edition – Pricing

Southern CA circulation: 315,000 copies distributed monthly from Santa Barbara south to San Diego.

The Wine Awards Issue features some of the Temecula Wineries – a great fit for an ad featuring our boutique wineries here in Escondido! The Holiday Issue will draw travelers who are looking to escape to our typically warmer winter climate and the Travel Directory is a critical audience targeting the summer vacation planner.

	<u>1x Rate Card (net)</u>	<u>Escondido Rate (net) for 3x frequency</u>
2" Color Ad:	\$1,670	\$1,252.50 (25% off of 1x net)
Nov. 2012 (Wine Awards), Dec. 2012 (Holiday Issue) & May 2013 (Travel Issue)		

3" Color Ad:	\$2,510	\$1,757 (30% off of 1x net)
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Sunset Magazine deadlines 2 months prior to issue date.

101 Things To Do - San Diego

101 Things To Do San Diego

Print:

Over 45,000 magazines distributed monthly (over a half million annually)

In addition to their current distribution through San Diego's Lindbergh Field airport, visitor information centers, over 250 hotels and strategically located newsstands throughout the county, they have just recently partnered with the SDCVB to supply magazines to the convention center and directly to convention groups with customized covers. This dramatically increases their distribution numbers and our exposure to convention visitors.

¼ page ad in Oct, Jan, April and July magazine – **\$1,095 per quarter (\$4,380 per year)**

Deadline for October- reservation and artwork: September 14th

- Purchase of print ad qualifies us for 50% off banner ads on 101 Things website
- Two feature articles in magazine per year included, (\$300 value)
- Print ad design/layout included

Online:

Over 28,000 unique visitors monthly to our Internet site.

More importantly our analytics tell us that the visitors are 79.7% from Southern California. Your special promotion will be showcased weekly to over 28,000 visitors on the home page of our website with a link to your promotion and your website.

Over 45,000 magazines distributed monthly with the QR code

With the QR code placed on our front cover you will be seen by over 45,000 potential clients monthly.

Weekly e-Newsletter to over 6,000 subscribers & growing

101 Things To Do San Diego currently sends out a weekly email newsletter that includes our widely read weekly things to do article, recipes from our local restaurants and other great articles to over 6,000 opted in subscribers.

Banner ad with click through to your URL

Category page Banner Ads – B: (Above fold 300 X 250 pixels) **\$270.00 per quarter (\$1,080.00 per year) *Cost includes 50% discount for placing print ad order**

Category page Banner Ads – C: (Below fold 300 X 250 pixels) **\$135.00 per quarter (\$540.00 per year) *Cost includes 50% discount for placing print ad order**

Banner ad developed by 101 Things To Do Magazine for no extra charge

Total Cost of 101 Things To Do ad campaign for both online and print ad marketing:

Based on Print Ad in Magazine and Online Banner Ad

To include Category page online Banner Ads – B: (Above fold 300 X 250 pixels):

\$1,365.00 per qtr - \$2,730.00 per six months - \$5,460.00 per year

To include Category page online Banner Ads - C: (Below fold 300 X 250 pixels):

\$1,230.00 per qtr - \$2,460.00 per six months - \$4,920.00 per year

San Diego Convention & Visitors Bureau

SD Convention & Visitors Bureau

Online only:

This proposal is online only and reflective of Visit Escondido's marketing plans to increase traffic to the VisitEscondido.com website. The impressions on sandiego.org, which launched a new website June 30, will all link back to the Visit Escondido site.

Proposal Option #1

Website Advertising – 5.3 million annual users

Visit Escondido 6 Month Advertising

Unit	Run of Site Impressions	Cost
300 x 250	330,000	\$ 2,640
728 x 90	400,000	\$ 2,400
TOTAL		\$5,040

SD CVB recommendation is to allocate the use of these impressions for event-based advertising. Their experience is that events tend to be the best demand drivers.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: **September 12, 2012**

TO: Honorable Mayor and Members of the City Council
FROM: Jim Maher, Chief of Police
SUBJECT: FY 2013 California Office of Traffic Safety Sobriety Checkpoint Grant

RECOMMENDATION:

It is requested that City Council authorize the Escondido Police Department to accept a FY 2013 Sobriety Checkpoint Grant from the Office of Traffic Safety in the amount of \$188,100, authorize the Chief of Police to execute contract documents on behalf of the City and approve budget adjustments needed to spend grant funds for overtime expenses.

FISCAL ANALYSIS:

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

PREVIOUS ACTION:

City Council approved a FY 2012 California Office of Traffic Safety Sobriety Checkpoint Mini-grant in the amount of \$75,530 on December 14, 2011.

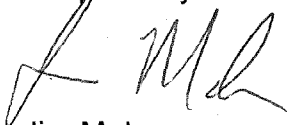
BACKGROUND:

The California Office of Traffic Safety (OTS) has allocated grant funding for local law enforcement agencies to reimburse overtime costs for sobriety checkpoints and checkpoint supplies. The goal of the grant is to reduce the number of victims killed and injured in alcohol-related crashes.

If approved, grant funds will be used to fund 18 checkpoints and purchase checkpoint safety supplies. The grant requires checkpoints to be held throughout the grant period of October 1, 2012 through September 30, 2013.

Your action today to accept grant funds and authorize staff to submit grant documents will allow the Police Department to receive reimbursement for overtime hours that officers and supervisors spend on sobriety checkpoints.

Respectfully submitted,



Jim Maher
Police Chief



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15
Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Jim Maher, Chief of Police
SUBJECT: FY 2013 State of California Office of Traffic Safety Selective Traffic Enforcement Grant

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept a FY 2013 State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Grant in the amount of \$70,000, authorize the Chief of Police to submit grant documents on behalf of the City and establish budgets to spend grant funds.

FISCAL ANALYSIS:

Grant funds will be used to pay overtime expenses for DUI enforcement activities.

PREVIOUS ACTION:

City Council accepted a \$262,141 Education and Enforcement Grant from OTS on August 10, 2011.

BACKGROUND:

The Escondido Police Department has received a \$70,000 grant from the California Office of Traffic Safety to enhance traffic safety enforcement programs. Grant funds may be used from October 1, 2012 through September 30, 2013. Consistent with grant guidelines, the Police Department proposes to use grant funds to pay overtime expenses to conduct DUI and special enforcement operations. Funds will also be used to purchase educational materials and supplies.

Your action is needed today to accept grant funds, approve proposed expenditures and corresponding budget adjustments, and authorize the Chief of Police to sign contract documents related to the grant. Grant programs will include saturation patrols, court stings, warrant sweeps, and special enforcement operations targeting repeat DUI offenders.

Respectfully submitted,


Jim Maher
Chief of Police

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 16

Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Rich Buquet, Neighborhood Services Manager

SUBJECT: Approve an amendment to FY 2012-2013 One-Year Action Plan for Community Development Block Grant (CDBG) to allocate \$40,000 in unallocated CDBG funds for a Graffiti Removal Project

RECOMMENDATION:

Conduct a public hearing to receive public comment and approve an amendment to the FY 2012-2013 One-Year Action Plan to allocate \$40,000 in unallocated CDBG funds to a Graffiti Removal Project.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of CDBG program funding from the U.S. Department of Housing and Urban Development (HUD). All project expenses will be paid with CDBG funds and will not impact the General Fund.

COUNCIL ACTION PLAN:

The Graffiti Removal Project is consistent with the Escondido City Council Action Plan goals of improving the City's image and appearance.

BACKGROUND:

The Graffiti Removal Project would be confined to qualifying low income census tracts and would apply to only private properties. For example, CDBG funds could be used to remove graffiti from private homes, garages, fences and exterior surfaces of privately owned businesses. All graffiti removal would be performed by City staff and tracked for reporting purposes.

Graffiti Removal Project
September 12, 2012
Page 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Buquet', with a long horizontal flourish extending to the right.

Rich Buquet
Neighborhood Services Manager

LEGAL ADVERTISING

Ad# 2320527

First taken by 11

08/10/2012 08:47

Printed on 08/10/2012 at 08:51 by 11

Last changed by 11

08/10/2012 08:51

(760) 839-6315 Acct# 292430

Given by DANIELLE LOPEZ

M. GELLER CITY OF ESCONDI

Start 08/30/2012 Stop 08/30/2012

201 N. BROADWAY

Transient Bill Expir.

NEIGHBORHOOD SERVICES

Class 16000 LEGAL ADVERTISING

ESCONDIDO, CA 92025

Index: CITY OF ESCONDIDO NOTICE OF PUBLIC

Subscr? N

Cols 2 Lines 58 Inches 5.26 Words 546 Box? N

TOTAL AD COST

196.76

CITY OF ESCONDIDO NOTICE OF PUBLIC HEARING

AMENDMENT TO FY 2012-2013 ONE-YEAR ACTION PLAN FOR CDBG

Notice is hereby given that the Escondido City Council will hold a public hearing to amend the FY 2012-2013 One-Year Action Plan for Community Development Block Grant (CDBG) funds to allocate \$40,000 in unprogrammed funds to a Graffiti Removal Project. Removal will be performed by city staff and will be limited to private properties only.

The public hearing will be held on Wednesday, September 12, 2012 at 4:30 p.m. in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido.

The One-Year Action Plan specifies the actions the City plans to undertake and how its CDBG funds will be allocated to address and achieve the community development and affordable housing priorities and goals of the Five-Year Consolidated Plan.

The City of Escondido encourages resident participation. All community members, including Spanish-speaking community members, are encouraged to attend this public hearing. Further information may be obtained by contacting Danielle Lopez, at (760) 839-4517 or dmlopez@escondido.org.

If you challenge the items described above in court, you may be limited to raising only those issues that you or someone else raised at the public hearing described in this notice or in written correspondence to the Escondido City Council at or prior to the hearing.

THE CITY OF ESCONDIDO RECOGNIZES ITS OBLIGATION TO PROVIDE EQUAL ACCESS TO QUALIFIED INDIVIDUALS WITH DISABILITIES. PLEASE CONTACT THE ADA COORDINATOR AT (760) 839-4643 WITH REQUESTS FOR ACCOMMODATION.

**CIUDAD DE ESCONDIDO AVISO DE AUDIENCIA PÚBLICA
CORRECIÓN AL PLAN DE ACCIÓN DE UN AÑO PARA CDBG
AÑO FISCAL, 2012-2013**

Se hace constar que el Consulado de la Ciudad de Escondido llevará a cabo una audiencia pública para enmendar el Plan de Acción de Un Año, Año Fiscal 2012-2013 para el programa de Desarrollo Comunitario de Becas a Bloques (CDBG) con la finalidad de repartir \$40,000 en los fondos no programados al Proyecto de Eliminación de Graffiti. Esta eliminación será llevada a cabo por staff de la Ciudad y será limitada solamente a propiedades privadas.

La audiencia pública se llevará a cabo el miércoles 12 de Septiembre del 2011 a las 4:30 p.m. en el Municipio de Escondido, 201 N. Broadway, Escondido.

El Plan de Acción de Un Año especifica las acciones que la ciudad planea tomar y cómo los fondos de CDBG serán asignados para dirigir y realizar las prioridades del desarrollo comunitario y viviendas asequibles junto con las metas del Plan Consolidado de Cinco Años.

La Ciudad de Escondido promueve la participación de los residentes. Todos los miembros de la comunidad, incluyendo los de habla hispana, están convocados a participar en esta audiencia pública. Para más información favor de contactar a Danielle Lopez al (760) 839-4517 o al correo electrónico dmlopez@escondido.org

Si usted demanda en la corte los temas descritos arriba, usted podría ser limitado sólo a tratar aquellos problemas que usted o alguien más expuso durante la audiencia pública anunciada en este aviso, o que por correspondencia escrita fueron entregadas al Consulado de la Ciudad de Escondido antes o durante la reunión.

LA CIUDAD DE ESCONDIDO RECONOCE SU OBLIGACION DE FACILITAR LA IGUALDAD DE ACCESO DE LAS PERSONAS CON DISCAPACIDAD. FAVOR DE CONTACTAR AL COORDINADOR DE LA "ADA" AL (760) 839-4643 CON LAS SOLICITUDES DE ALOJAMIENTO.
nct 2320527 08/30/2012



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 17

Date: September 12, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Parking Code Amendment, Case No. AZ 12-0004

STAFF RECOMMENDATION:

It is requested that Council introduce Ordinance No. 2012-17, amending Article 39 of the Escondido Zoning Code.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission unanimously recommended approval of the parking code amendment.

PROJECT DESCRIPTION:

An amendment to EZC Article 39, Off-Street Parking, to add Section 33-764 applying the existing administrative adjustment review process to allow requests for minor reductions in the number of required parking spaces by up to twenty-five (25) percent for uses in non-residential zones, and revisions to various sections regarding non-conforming facilities, the computation and rounding-up of the required number of off-street parking spaces, and other minor clean-up changes to eliminate duplications and inconsistencies.

LOCATION:

Citywide, non-residential zones only.

FISCAL ANALYSIS:

None.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Economic Development and promoting business retention and expansion in Escondido by providing greater flexibility for businesses to expand and grow in commercial/industrial centers where a minor adjustment of required parking spaces would accommodate the new or expanding business without conflicting with adjacent uses.

The Action Plan also authorizes staff to initiate code amendments as deemed necessary to implement other Council policy direction.

GENERAL PLAN ANALYSIS:

The Economic Prosperity section of the General Plan notes that the City desires to maintain a vibrant local economy for attracting and retaining a healthy mix of businesses and that the continued success of these establishments is important in the diversification and invigoration of the local economy. The proposed minor parking adjustments would be consistent with Goal #3, Policy 3.1 and Policy 3.2 in that removing obstacles to the formation and expansion of local businesses, as appropriate, would facilitate the attraction, retention and expansion of local businesses that offer the opportunity for long-term diversification and growth.

ENVIRONMENTAL REVIEW:

A Notice of Exemption was issued August 9, 2012, pursuant to CEQA Section 15061(b)(3), "General Rule." Changes to the parking code to allow minor reductions in required parking do not involve physical modifications, will not have a significant effect on the environment, and will have no impact on fish and wildlife resources.

PREVIOUS ACTION:

In July 2011, Council approved an amendment of the Downtown Specific Plan to eliminate parking requirements for new and expanding businesses in the core downtown area and Mercado District.

BACKGROUND:

As businesses expand or new businesses locate in small commercial or industrial centers, parking sometimes becomes an issue due to the cumulative parking requirement for the entire center based on the mix of land uses in the center. More flexibility in parking requirements could be provided if the existing administrative adjustment provisions that allow the Director of Community Development to modify setbacks and similar standards by up to twenty-five percent when certain criteria are met, were expanded to include parking. A complete review of parking requirements will be part of the comprehensive Zoning Code Update scheduled to begin in April 2013. That parking update will consider Smart Growth efforts to decrease reliance upon cars as well as how to facilitate economic growth with appropriate parking standards.

Parking requirements are established by Article 39 of the Zoning Code based on land use. For small commercial and industrial centers less than three acres in size, the parking requirement for the entire center is determined by calculating the cumulative requirement for the individual uses. Staff maintains a "Parking update/Tenant Use Form," which lists the businesses and parking requirements for each use in the center. This form is updated as tenants change. Changes are typically identified through the business license process. When a proposed use of a tenant space requires a higher parking ratio than the existing or previous uses in the tenant space, more parking is required by code; a common example is when a restaurant with a parking requirement of one space/100 SF of floor

area wants to move into a space formerly occupied by a retail business that required one space / 250 SF of floor area.

Many commercial and industrial properties were constructed speculatively, without identifying a specific mix of tenants. These centers have some flexibility regarding the mix of land uses as long as the cumulative parking requirement for the entire center does not exceed the available onsite parking. Often, developers chose to "under park" their centers by assuming a mix of land uses that had a low parking requirement. As tenants change, certain interested tenants may not be able to be accommodated when there is no feasible way to provide additional parking. This is discouraging for property owners and prospective tenants, particularly when there is a perception that there is plenty of available parking onsite. Parking is not usually an issue for commercial centers larger than three acres, where the parking ratio is a standard 1 space per 200 SF of gross leasable area, regardless of the mix of uses.

The proposed administrative adjustment process would allow minor reductions up to twenty-five percent in the number of required parking spaces for a particular tenant and use. The proposed change in the computation of required parking spaces to eliminate the requirement to round up any remainders of 0.5 or greater would also assist in accommodating a new mix of uses in a center.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

The Planning Commission considered the amendment on August 14, 2012. Chairman Castor and Commissioner Weber voiced concerns that churches located in an industrial center would be able to request reduced parking in a situation where there was already a concern that the existing parking was insufficient and potentially create a greater parking impact on the center/neighborhood. Commissioner Watson noted that the administrative adjustment process works well for minor reductions of setbacks and should also work well for appropriate parking reductions. Commissioner Spann applauded Council's previous action to reduce parking requirements downtown and supported the flexibility that this amendment would give to assist businesses outside the downtown area. The Planning Commission recommended approval of the proposed amendment 7-0-0.

DISCUSSION:

The process for administrative adjustments has been in the Zoning Code since 1984 when it applied to minor adjustments of setback and sign standards in residential, commercial and industrial zones. Today administrative adjustments are still applicable for setbacks, and in 2000 the process was extended to Business Enhancement Zone projects, where minor adjustments to several development standards, including parking can be considered. This amendment would add section 33-764 to the parking ordinance, extending the existing minor adjustment process to the parking code for uses in non-residential zones citywide, without going through the BEZ process.

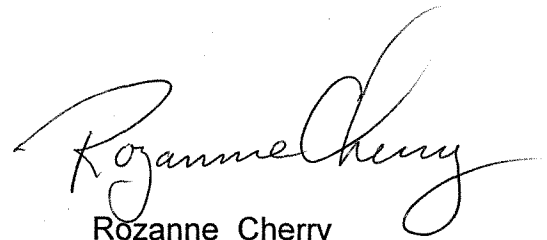
Although, two members of the Planning Commission had concerns about reducing parking for churches in industrial zones, the Commission did unanimously recommend approval. Each request for an Administrative Adjustment to reduce required parking would include information about the parking and uses onsite and in the area that demonstrates that the proposal would be compatible with adjacent uses, properties and improvements. A notice would be mailed to property owners within 500

feet of the site, indicating that there would be a ten day review period before the decision of the Director of Community Development would become effective. The notice would also be in the newspaper and posted on site. Planning staff would evaluate the specific situation of each request, including the mix of uses in the center, the range of uses in the area, the proximity of public transportation and pedestrian/bike paths, and the availability of on-street parking to address potential overflow into adjacent neighborhoods. When the comprehensive zoning code update associated with the General Plan occurs, staff will evaluate the benefits and any undesirable parking impacts resulting from these minor parking reductions.

The attached Planning Commission staff report describes the evaluation and noticing process for the administrative adjustment requests, as well as the other proposed changes regarding rounding-down calculations, clarifying that ADA accessibility improvements that reduce the required number of parking spaces would not create a non-conforming property due to parking, and clean-up of section 33-765 for consistency, deletion of duplications and removing obsolete ratios superseded by the Downtown Specific Plan. Two parking tables have been redrawn to improve legibility and clarify the allowable two-foot bumper overhang.

Respectfully submitted,


Barbara J. Redlitz
Director of Community Development


Rozanne Cherry
Principal Planner



PLANNING COMMISSION

Agenda Item No.: G.3
Date: August 14, 2012

CASE NUMBER: AZ 12-0004
APPLICANT: City of Escondido
LOCATION: Citywide
TYPE OF PROJECT: Zoning Code Amendment

PROJECT DESCRIPTION: An amendment to EZC Article 39, Off-Street Parking, to add Section 33-764 applying the existing administrative adjustment review process to allow requests for minor reductions in the number of required parking spaces by up to twenty-five (25) percent for uses in non-residential zones. Also proposed are revisions to various sections regarding non-conforming facilities, the computation and rounding-up of the required number of off-street parking spaces, and other minor clean-up changes to eliminate duplications and inconsistencies.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Citywide, non-residential designations only

ZONING: Citywide, non-residential zones only

BACKGROUND/SUMMARY OF ISSUES: The Council's 2011-2012 Action Plan includes goals to stimulate business growth and expansion. As businesses expand or new businesses locate in small commercial or industrial centers, parking sometime becomes an issue due to the cumulative parking requirement for the entire center based on the mix of land uses in the center. More flexibility in parking requirements could be provided if the existing administrative adjustment provisions that allow the Director of Community Development to modify setbacks and similar standards by up to twenty-five percent when certain criteria are met, were expanded to include parking. The city council approved modifications and elimination of parking requirements in the downtown specific plan area last July. A complete review of parking requirements will be part of the comprehensive Zoning Code Update scheduled to begin in April 2013. That parking update will consider Smart Growth efforts to decrease reliance upon cars as well as how to facilitate economic growth with appropriate parking standards.

Parking requirements are established by Article 39 of the Zoning Code based on land use. For small commercial and industrial centers less than three acres in size, the parking requirement for the entire center is determined by calculating the requirement for the individual uses. Staff maintains a "Parking update / Tenant Use Form", which lists the businesses and parking requirements for each use in the center. This form is updated as tenants change. Changes are typically identified through the business license process. When a proposed use of a tenant space requires a higher parking ratio than the existing or previous uses in the tenant space, more parking is required by code; such as when a restaurant with a parking requirement of 1 space/100 SF of floor area wants to move into a space formerly occupied by a retail business that required 1 space / 250 SF of floor area.

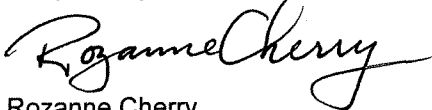
Many commercial and industrial properties were constructed speculatively, without identifying a specific mix of tenants. These centers have some flexibility regarding the mix of lands uses as long as the cumulative parking requirement for the entire center does not exceed the available onsite parking. Often, developers chose to "under park" their centers by assuming a mix of land uses that had a low parking requirement. As tenants change, certain interested tenants may not be able to be accommodated when there is no feasible way to provide additional parking. This is discouraging for property owners and prospective tenants, particularly when there is a perception that there is plenty of available parking onsite. Parking is not usually an issue for commercial centers larger than three acres, where the parking ratio is a standard 1 space per 200 SF of gross leasable area, no matter what the mix of uses is.

The proposed administrative adjustment process would allow minor reductions in the number of required parking spaces for a particular tenant and use, up to 25%. The proposed change in the computation of required parking spaces to eliminate the requirement to round up any remainders of 0.5 or greater would also assist in accommodating a new mix of uses in a center.

REASONS FOR STAFF RECOMMENDATION:

1. The General Plan and the City Council Action Plan for 2011-2012 identify economic development and revitalization as a top city priority. One way to facilitate economic development is to assist existing businesses to grow and expand while staying in Escondido. Providing more flexibility in the parking requirements through the minor administrative adjustment process and rounding down parking calculations, would allow more businesses to expand at their current location; potentially precluding the loss of patrons due to moving elsewhere, and reducing the number of vacant tenant spaces in the center.
2. The proposed review criteria and notice requirement will ensure that each specific situation will be analyzed for any potential impacts to adjacent owners before any request would be approved. In addition, the cumulative requests for parking reductions in a center cannot exceed 25% of the total required parking for the mix of all uses in the center.
3. The other proposed changes will cleanup inconsistencies and eliminate duplications.

Respectfully Submitted,



Rozanne Cherry
Principal Planner

ANALYSIS

A. CONFORMANCE WITH CITY POLICY/ANALYSIS

General Plan

The Economic Prosperity section of the General Plan notes that the city desires to maintain a vibrant local economy for attracting and retaining a healthy mix of businesses and that the continued success of these establishments is important in the diversification and invigoration of the local economy. Goal #3 is to attract economically viable incubators and small businesses that offer the opportunity for long-term diversification and growth. Policy 3.1 says the city should provide assistance to facilitate the attraction, retention, and expansion of small and medium size businesses. Policy 3.2 encourages removing obstacles to the formation and expansion of local businesses, as may be appropriate. The proposed amendment to Article 39 - Off-Street Parking, would be consistent with the General Plan because it would provide a greater opportunity for businesses to expand and grow in commercial/industrial centers in Escondido where a minor adjustment of required parking spaces would accommodate the new or expanding business without conflicting with adjacent uses.

Administrative Adjustments and Rounding of Computations

In 1984, the City Council adopted Ordinance 84-26 that modified and streamlined various zoning code sections and established the administrative adjustment process for minor adjustments up to 25% of setback and sign standards in the residential, commercial and industrial zones at that time. While the comprehensive sign ordinance adopted in 1992 deleted the minor adjustment for signs, the provisions for adjustments to setback standards are still in effect today. In the year 2000, the Escondido Business Enhancement Zone, EZC Article 69, was amended to add provisions for administrative adjustments for minor adjustments to several development standards, including parking, for eligible projects. The proposed amendment to add section 33-764, would extend this existing minor adjustment process to the parking requirements for uses in non-residential zones citywide, without going through the BEZ process.

The administrative adjustment application would be submitted with information about the parking and uses onsite and in the area that demonstrates that the proposal will be compatible with adjacent properties and improvements. A notice describing the proposed adjustment is mailed to property owners within 500 feet of the site, indicating that there is a ten day review period before the director's decision becomes effective. Appeals of the director's decision to the Planning Commission and subsequently to the City Council follow the standard procedures. The adjustment would be processed concurrently with the business license and/or tenant improvement plans and typically would take three to six weeks to complete (including the 10-day review period).

Many commercial and industrial properties were constructed speculatively, without identifying a specific mix of tenants. These centers have some flexibility regarding the mix of lands uses as long as the cumulative parking requirement for the entire center does not exceed the available parking. Often, developers chose to "under park" their centers by assuming a mix of land uses that had a low parking requirement. As tenants change, certain prospective tenants may not be able to be accommodated when there is no feasible way to provide additional parking. This is discouraging for property owners and prospective tenants, particularly when there is a perception that there is plenty of available parking onsite. Parking is not usually an issue for commercial centers larger than three acres, where the parking ratio is a standard 1 space per 200 SF of gross leasable area, no matter what the mix of uses is.

When a proposed use requires more parking spaces than there are striped onsite, there are currently several options. Additional parking spaces can be striped if there is extra room on site that can accommodate the spaces and meet size and backup standards; or an agreement can be made with a neighboring property for the use of extra spaces or shared parking; or a Variance could be requested, but it would be hard to meet the findings and the process would be longer due to the need for a public hearing. The proposed amendment would allow computations of the required number of parking spaces to round down any remaining fractions (see section 33-776.) This provision in itself would help many proposed

uses move into their desired locations. The addition of the administrative adjustment process to Article 39 to allow reductions of up to 25% of the number of required parking spaces would facilitate the establishment and growth of many more businesses. In each case, planning staff would evaluate the situation, the mix of uses in the center, the range of uses in the area, the proximity of public transportation and pedestrian/bike paths, and the availability of on-street parking to address potential overflow into adjacent neighborhoods, prior to the Director of Community Development making a determination. A Notice of Intended Decision would be sent to property owners within 500 feet of the site, published in the newspaper and a notice sign would be posted on site to alert the public and other tenants in the center to the requested parking adjustment/reduction. Notices would not be mailed to business tenants within the center since it is up to the property owner/manager to address parking. There would be a ten day review period at the end of which the decision would become effective. When the comprehensive zoning code update occurs, staff will evaluate the benefits and any undesirable parking impacts resulting from these minor parking reductions.

Other Revisions

Proposed changes to Section 33-763 would clarify that parking spaces lost due to site upgrades to accommodate required changes to accessible ADA parking would not make the property nonconforming and subject to the nonconforming provisions of Article 61.

The revisions to section 33-765 do not change any of the established parking ratios. They only make the format consistent throughout, delete duplicate entries, remove an obsolete ratio assigned to existing structures within the downtown retail core district to be consistent with the Downtown Specific Plan, and incorporate previous determinations made by the Planning Commission. Parking Tables 33-768A and 33-768B have been redrawn to improve legibility and clarify the allowable two-foot bumper overhang.

B. ENVIRONMENTAL STATUS

1. The proposed amendment to the parking code, EZC Article 39, is exempt from the California Environmental quality Act in accordance with CEQA Section 15061(b)(3), "General Rule." A Notice of Exemption was issued on August 9, 2012."
2. Changes to the parking code to allow minor reductions in required parking will not have a significant effect on the environment.
3. The proposed code amendment does not involve physical modifications and will have no impact on fish and wildlife resources.

FACTORS TO BE CONSIDERED
AZ 12-0004
EXHIBIT "A"

1. The public health, safety and welfare would not be adversely affected by the proposed amendments to the Off-Street Parking provisions, EZC Article 39, because the amendments would apply the existing administrative adjustment review process as a means to request minor (up to 25%) reductions in required parking in non-residential zones, clarify non-conforming facilities, modify computation and rounding-up provisions, and eliminate duplications and inconsistencies, all to facilitate the ongoing efforts to promote business growth and economic stability.
2. The proposed amendments to Article 39 would not be detrimental to surrounding properties, since only properties located in non-residential zones would be eligible to apply for an administrative adjustment and each request for adjusted parking would have to demonstrate to the satisfaction of the Director of Community Development, that the proposed adjustment will be compatible with adjacent properties and improvements based on proximity to public transit, on-street and/or overflow parking, and the range of uses in the area.
3. The proposed amendment to Article 39 would be consistent with the General Plan because it would provide flexibility in required parking and afford more businesses an opportunity to expand and grow within the city in situations where a minor adjustment in parking spaces would not conflict with adjacent uses.

PROPOSED CODE CHANGES -8-14-12

ARTICLE 39. OFF-STREET PARKING

AMEND THE FOLLOWING SECTIONS:

Sec. 33-763. Nonconforming facilities.

Any use of property which, on the effective date of this article or of any subsequent amendment thereto, is nonconforming only as to the regulations relating to off-street parking facilities may continue in the same manner as if the parking facilities were conforming. Such existing facilities shall not be further reduced, except when necessary to meet Federal, State or Regional requirements, such as to accommodate updated standards related to the Americans with Disabilities Act (ADA). When the updating of parking facilities to meet ADA standards results in fewer parking spaces than required by Section 33-765, the reduced parking shall not be considered when determining if a property is nonconforming pursuant to Article 61, Division 3 of this chapter.

Sec. 33-764. Reserved ~~Administrative adjustments.~~

For uses in non-residential zones, adjustments up to twenty-five (25) percent of the number of parking spaces required by section 33-765 may be considered by the Director of Community Development upon the submittal of an application for an administrative adjustment with the application fee adopted by city council. The Director may approve or conditionally approve the request upon demonstration that the proposed adjustment will be compatible with adjacent properties or improvements. The Director will consider the following: proximity to public transit; on-street and/or overflow parking; and the range of uses in the area. The Director shall give notice of his/her intended decision as outlined in Article 61 of this chapter. Multiple requests for reductions of required parking spaces may be considered when the total of all requests for reductions related to the subject property does not exceed twenty-five (25) percent of the overall number of parking spaces required for the entire property.

Sec. 33-765. Parking spaces required.

Except as specifically required in applicable zoning regulations, specific plans, or in section 33-782, Parking for Historic Structures, the number of off-street parking spaces shall be not less than that specified below. When an addition is made to an existing building, only the square footage in such addition need be used in computing the required off-street parking.

Use

Parking Spaces Required

Residential

Residential

Single-family and two (2) family residences

Two (2) car garage or carport for each unit

Use

Parking Spaces Required

Bed and breakfast

Residential

One (1) parking space for each sleeping room available for rent, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on site.

Second dwelling units

One (1) parking space for the unit, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on site.

Multiple Dwellings

Multiple Dwellings

Bachelor

One (1) parking space per unit

One (1) bedroom

One and one-half (1 1/2) parking space per unit

Two (2) bedroom

One and three-quarter (1 3/4) parking space per unit

Three (3) or more bedrooms

Two (2) parking spaces per unit

Each unit shall have a minimum of one (1) covered parking space. In addition, there shall be provided a guest parking space for each four (4) units or fraction thereof. On-street parking spaces, when approved by the staff development committee, may be counted toward fulfilling this requirement. Street frontages abutting the subject property and which are included in the circulation element of the general plan shall not be included in fulfilling this requirement.

Mobilehome parks

Two (2) parking spaces for each site. Parking may be in tandem. In addition, one (1) space for each ten (10) sites for the laundry and recreation facilities.

Rooming houses, lodging houses, clubs and fraternities having sleeping rooms

One (1) parking space for each two (2) sleeping rooms

Sanitariums, children's homes, homes for the aged, asylums, nursing homes

One (1) parking space for each three (3) beds

Commercial

Automobile accessory shops

One (1) parking space for each six hundred (600) square feet of gross floor area

Automobile service stations

One (1) parking space for each service stall

Banks, and savings and loans

One (1) parking space for each two hundred (200) square feet of gross floor area

Barber shops and beauty salons

One (1) parking space for every six hundred (600) square feet of gross floor area

Furniture and large appliance stores *(and personal computer stores)

One (1) parking space for each eight hundred (800) square feet of gross floor area

Use

Parking Spaces Required

Residential

Hotel, motel, and bed and breakfast facility

One (1) parking space for each sleeping unit, plus one (1) parking space for the resident manager, plus one (1) loading space, minimum size ten (10) feet wide, thirty-five (35) feet long and fourteen (14) feet high for each twenty thousand (20,000) square feet of commercial use included in the facility (restaurant, bar, store, etc.), one (1) parking space for each one hundred (100) square feet of restaurant gross floor area, one (1) parking space for each one hundred (100) square feet of assembly area (meeting halls, auditoriums, conference rooms, etc.)

Motor vehicle, machinery sale and repair garages (excluding motorcycles)

One (1) parking space for each one thousand (1,000) square feet of display floor area, one (1) space for each eight hundred (800) square feet of storage area, one (1) space for each two hundred fifty (250) square feet of garage floor area

Hotels and motels

One (1) parking space for each sleeping unit, plus one (1) parking space for the resident manager, plus one (1) loading space, minimum size ten (10) feet wide, thirty-five (35) feet long and fourteen (14) feet high for each twenty thousand (20,000) square feet of commercial use included in the facility (restaurant, bar, store, etc.)

One (1) parking space for each one hundred (100) square feet of restaurant gross floor area

One (1) parking space for each one hundred (100) square feet of assembly area (meeting halls, auditoriums, conference rooms, (etc.))

*Truck or motor home repair vehicles twenty-five (25) feet or longer

One (1) space for every one thousand (1,000) square feet

Motorcycle sales and repair

One (1) parking space for each two hundred fifty (250) square feet of gross floor area

Pushcart food sales

No parking shall be required for pushcart food sales facilities except as required on a case by case basis as determined by the community development director as part of plot plan review procedure

Offices

General business and professional

Four (4) parking spaces or one (1) parking space for each three hundred (300) square feet of gross floor area, whichever is greater. For offices in the industrial park zone or industrial park overlay, the requirement shall be one (1) parking space for each two hundred fifty (250) square feet of gross floor area

Medical, dental and clinics

One (1) parking space for each two hundred (200) square feet of gross floor area

Restaurants/food

Restaurants, bars, night clubs and others

~~All existing structures located within the downtown retail core district, Article XXXVI of this chapter, one (1) space per three hundred thirty three and three tenths (333.3) square feet of gross floor area~~

Having less than four thousand (4,000) square feet

One (1) parking space for each one hundred (100) square feet of gross floor area. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter. ~~All existing structures located within the downtown retail core district, Article XXXVI of this chapter, one (1) space per three hundred thirty three and three tenths (333.3) square feet of gross floor area.~~

Having four thousand (4,000) square feet

Forty (40) parking spaces plus one (1) for each fifty (50) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter. ~~All existing structures located within the downtown retail core district, Article XXXVI of this chapter, one (1) space per three hundred thirty three and three tenths (333.3) square feet of gross floor area.~~

Drive-in, drive-up, drive-thru

Twenty (20) parking spaces plus one (1) for each one hundred (100) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Product specialty, donuts, ice cream, bakery, etc.

One (1) parking space for each one hundred fifty (150) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter. ~~All existing structures located within the downtown retail core district, Article XXXVI of this chapter, one (1) space per three hundred thirty three and three tenths (333.3) square feet of gross floor area.~~

Retail

General retail, except as otherwise specified herein

One (1) parking space for each two hundred fifty (250) square feet of gross floor area. ~~All existing structures located within the downtown retail core district, Article XXXVI of this chapter, one (1) space per three hundred thirty three and three tenths (333.3) square feet of gross floor area.~~

*Coin operated laundry
Open retail, nurseries and vehicle sales lots not otherwise specified

One (1) space per two hundred fifty (250) square feet.
One (1) parking space for each one thousand (1,000) square feet of lot area

*Trailer and boat sales lots

One (1) space per two thousand (2,000) square feet of lot supplies

Shopping center (for the purpose of this article, a shopping center shall have a minimum lot area of three (3) acres and have multiple uses)

One (1) parking space for each two hundred (200) square feet of gross floor area

*Stamp redemption centers
Tailor shops, shoe repair

One (1) space
Three (3) parking spaces or one (1) parking space for each six hundred (600) square feet of gross floor area, whichever is greater

*Massage parlor

One (1) space per one hundred (100) square feet

Recreational

Auditoriums and other places of public assembly and clubs, lodges having no sleeping facilities

One (1) parking space for each five (5) seats and one (1) for each one hundred (100) square feet of assembly area not having fixed seats

Bowling alleys

Four (4) parking spaces for each alley. In addition, spaces for incidental uses shall be provided in accordance with standards specified for the particular use

Game and athletic courts
Gymnasium, skating rinks, *billiard halls, dance schools, karate schools

Two (2) parking spaces for each court
One (1) parking space for each five (5) seats plus one (1) for each two hundred (200) square feet of recreation floor area

Golf driving ranges
Miniature or pitch and putt golf courses

One (1) parking space for each driving tee
Three (3) parking spaces for each hole or two (2) for each hole plus the requirement for the accessory uses, whichever is greater

Swimming pools

One (1) parking space for each one hundred fifty (150) square feet of gross water surface area

Theaters and *auctions

One (1) parking space for each five (5) seats or one (1) parking space for each thirty-five (35) square feet of assembly area

Industrial

Kennels, veterinary hospitals and veterinary offices

One (1) parking space for each two hundred (200) square feet of examining and operating areas, plus (1) parking space for each four hundred (400) square feet of additional floor area

Large recycling facilities

Recyclable material processing area Recycling facility

One (1) space for each five hundred (500) square feet of material processing area; one (1) space for each five thousand (5,000) square feet of outdoor storage area; one (1) space for each scale or bin plus one (1) space (for waiting) per two (2) scales or bins for customer parking

Outdoor storage area

One (1) space for each five thousand (5,000) square feet

Customer parking

One (1) space for each scale or bin plus one (1) space (for waiting) per two (2) scales or bins

Manufacturing uses, research and testing laboratories, food processing, printing and engraving shops ~~(and contractors storage)~~

A. Parking standards for the M-1 and M-2 zones. One (1) space for each vehicle used in conjunction with the business, plus one (1) parking space for each five hundred (500) square feet of open or enclosed area devoted to the primary use, except contractors' open storage yards one (1) space per one thousand (1,000) square foot lot.

(*One (1) space per one thousand (1,000) square foot lot. Planning commission determination)

Manufacturing uses, research and testing laboratories, food processing, printing and engraving shops (and ~~*contractors storage~~)

B. Parking standards for the IP and IP-O zones.

Suite Size	Space/Sq. Ft.
<5,000 sq. ft.	1/400
5,000 to 9,999 sq. ft.	1/500
10,000 to 19,999 sq. ft.	1/575
>20,000 sq. ft.	1/650

(*Plus one (1) space per one thousand (1,000) square foot lot for contractors' open storage yards, ~~planning commission determination~~)

Salvage yard, junk yards, auto wrecking, storage yards, lumber yards and similar uses

One (1) parking space per employee on the largest shift or one (1) space per five thousand (5,000) square feet of lot area, whichever is greater

Truck terminals

One (1) parking space for each three thousand (3,000) square feet of lot area

Warehouse and wholesale business ~~(and Mini storage)~~

A. Parking standards for the M-1 and M-2 zones. One (1) parking space for each eight hundred (800) square feet of gross floor area, ~~(One (1) space per five thousand (5,000) square feet of floor area and storage lot for mini storage. Planning commission determination)~~

Warehouse and wholesale business and *mini storage

B. Parking standards for the IP and IP-O zones.

Suite Size	Space/Sq. Ft.
<5,000 sq. ft.	1/500

5,000 to 9,999 sq. ft.	1/600
10,000 to 19,999 sq. ft.	1/700
>20,000 sq. ft.	1/800

(*One (1) parking space per five thousand (5,000) square feet of floor area and storage lot for mini storage, planning commission determination)

Miscellaneous

Churches, chapels, religious meeting halls and their accessory uses

One (1) parking space for each five (5) seats or one (1) parking space for every one hundred (100) square feet of gross floor area for assembly areas without fixed seating (twenty-two (22) inches of linear bench constitutes one (1) seat)

Hospitals

One and one-quarter (1 1/4) parking spaces for each bed

Libraries, museums and library stations

One (1) parking space for each two hundred fifty (250) square feet of gross floor area

Mortuaries

One (1) parking space for every (50) square feet of gross assembly floor area

Schools, private and public:

Grade schools, elementary and junior high schools

One (1) parking space for each employee and faculty member

Senior high schools

One (1) parking space for each employee and one (1) for each three (3) students for which the facility is designed

Trade schools, business colleges and commercial schools

One (1) parking space for each one and one-half (1 1/2) students of the maximum capacity of the classroom plus one (1) space for each faculty member

Transportation terminals and facilities, public utilities, colleges, stadiums, sport arenas and golf courses

Adequate number as determined by the planning commission after special study has been performed

~~*Planning commission determination~~

Sec. 33-768. Off-street parking—General provisions.

The general provisions in sections 33-769 through 33-771 shall apply to off-street parking requirements in this article.

Table 33-768A
Parking Table

STANDARD CAR

A	B	C	D	E	F	G
0°	8.5	8.5	12.0	22.0	29.0	29.0
20°	8.5	14.2	12.0	24.9	40.4	32.4
30°	8.5	16.4	12.0	17.0	44.8	37.4
45°	8.5	18.7	12.0	12.0	49.4	43.4

A	B	C	D	E	F	G
60°	8.5	19.8	14.5	9.8	54.1	49.8
70°	8.5	19.8	20.0	9.0	59.6	56.7
80°	8.5	19.2	24.0	8.6	62.4	60.9
90°	8.5	18.0	24.0	8.5	60.0	60.0

COMPACT CAR

A	B	C	D	E	F	G
0°	8.5	8.5	12.0	20.0	29.0	29.0
20°	8.5	13.5	12.0	24.9	39.0	31.0
30°	8.5	15.4	12.0	17.0	42.8	35.4
45°	8.5	17.3	12.0	12.0	46.6	40.6

A	B	C	D	E	F	G
60°	8.5	18.1	14.5	9.8	50.7	46.4
70°	8.5	17.9	20.0	9.0	55.8	52.9
80°	8.5	17.2	24.0	8.6	58.4	56.9
90°	8.5	16.0	24.0	8.5	56.0	56.0

24'-0" TWO-WAY TRAFFIC AISLE
* 2'-0" BUMPER OVERHANG ALLOWED

- A PARKING ANGLE
- B STALL WIDTH
- * C STALL TO CURB
- D AISLE WIDTH
- E CURB LENGTH PER CAR
- F CURB TO CURB
- G STALL CENTER TO STALL CENTER

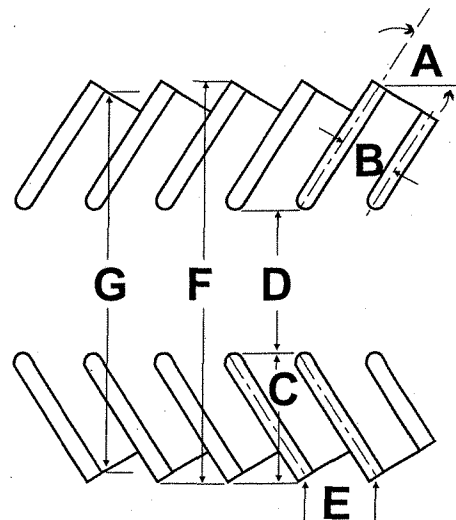
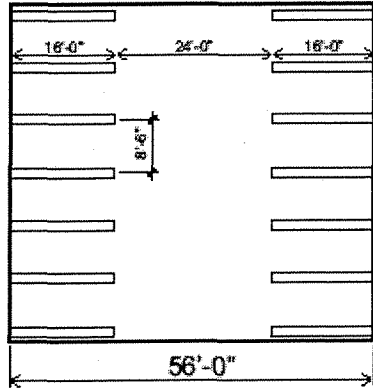


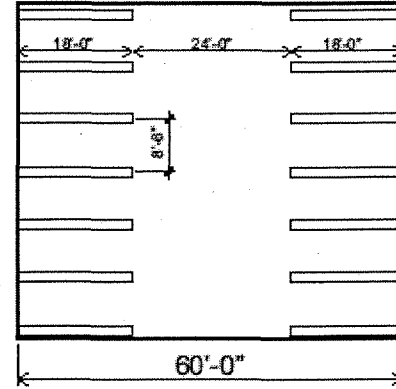
Table 33-768B
Parking Table

COMPACT CAR
DESIGN STANDARD AT 90°



A

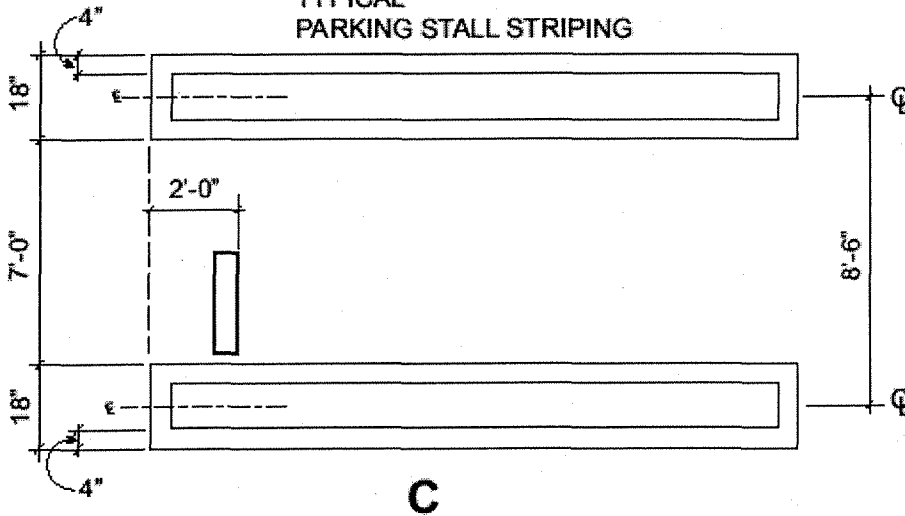
FULL SIZE CAR
DESIGN STANDARD AT 90°



B

2'-0" BUMPER OVERHANG ALLOWED

TYPICAL
PARKING STALL STRIPING



C

Sec. 33-776. Computation.

In computing the required number of off-street parking spaces, a remaining fraction of ~~one-half (1/2) or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half (1/2)~~ may be disregarded. (Zoning Code, Ch. 107, § 1077.17)



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

Notice of Exemption

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

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

Project Title/Case No.: Zoning Code Amendment, Case No. AZ12-0004

Project Location - Specific: Citywide

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

Description of Project: Amendments to the Escondido Zoning Code Article 39 – Off Street Parking, to add section 33-764 applying the existing administrative adjustment review process to allow requests of minor reductions in the number of required parking spaces by up to twenty-five (25) percent for uses in non-residential zones. Also proposed are revisions to various sections regarding non-conforming facilities, the computation and rounding-up of the required number of off-street parking spaces, and additional minor clean-up changes to eliminate duplications and inconsistencies.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: City of Escondido, Planning Division, Rozanne Cherry Telephone: (760) 839-4536
Address: 201 N. Broadway, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption. CEQA Section 15061(b)3 "General Rule".

Reasons why project is exempt:

- 1. The proposed parking code amendment is consistent with the General Plan.
- 2. Changes to the parking code to allow minor reductions in required parking will not have a significant effect on the environment.
- 3. The proposed code amendment does not involve physical modifications and will not cause the removal of any sensitive habitat or affect any cultural or historic resources.

Lead Agency Contact Person:

Area Code/Telephone/Extension (760) 839-4536

Signature: _____

Rozanne Cherry
Rozanne Cherry, Principal Planner

8-9-12

Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

ORDINANCE NO. 2012-17

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING AMENDMENTS TO ESCONDIDO
ZONING CODE ARTICLE 39 – OFF-STREET
PARKING TO ADD PROVISIONS ALLOWING
ADMINISTRATIVE ADJUSTMENTS FOR MINOR
REDUCTIONS IN REQUIRED PARKING AND
OTHER REVISIONS

Case No. AZ 12-0004

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

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

SECTION 2. That the City Council has reviewed and considered the Notice of
Exemption prepared on August 9, 2012, for this project in conformance with CEQA
Section 15061(b)(3), "General Rule" and has determined that all environmental issues
have been addressed and no significant environmental impacts will result from
approving this code amendment.

SECTION 3. That upon consideration of the staff report; Planning Commission
recommendation; Factors to be Considered, attached as Exhibit "A" to this Ordinance
and incorporated by this reference, and all public testimony presented at the hearings
held on this project, this City Council finds the Zoning Code Amendments to be
consistent with the General Plan and all applicable specific plans of the City of
Escondido.

SECTION 4. That Section 33-763 is repealed and replaced as follows:

Section 33-763. Nonconforming facilities.

Any use of property which, on the effective date of this article or of any subsequent amendment thereto, is nonconforming only as to the regulations relating to off-street parking facilities may continue in the same manner as if the parking facilities were conforming. Such existing facilities shall not be further reduced, except when necessary to meet Federal, State or Regional requirements, such as to accommodate updated standards related to the Americans with Disabilities Act (ADA). When the updating of parking facilities to meet ADA standards results in fewer parking spaces than required by Section 33-765, the reduced parking shall not be considered when determining if a property is nonconforming pursuant to Article 61, Division 3 of this chapter.

SECTION 5. That Section 33-764 is repealed and replaced as follows:

Section 33-764. Administrative adjustments.

For uses in non-residential zones, adjustments up to twenty-five (25) percent of the number of parking spaces required by section 33-765 may be considered by the Director of Community Development upon the submittal of an application for an administrative adjustment with the application fee adopted by city council. The Director may approve or conditionally approve the request upon demonstration that the proposed adjustment will be compatible with adjacent properties or improvements. The Director will consider the following: proximity to public transit; on-street and/or overflow parking; and the range of uses in the area. The Director shall give notice of his/her intended decision as outlined in Article 61 of this chapter. Multiple requests for reductions of required parking spaces may be considered when the total of all requests for reductions related to the subject property does not exceed twenty-five (25) percent of the overall number of parking spaces required for the entire property.

SECTION 6. That Section 33-765 is repealed and replaced as follows:

Sec. 33-765. Parking spaces required.

Except as specifically required in applicable zoning regulations, specific plans, or in section 33-782, Parking for Historic Structures, the number of off-street parking spaces shall be not less than that specified below. When an addition is made to an existing building, only the square footage in such addition need be used in computing the required off-street parking.

Use	Parking Spaces Required
------------	--------------------------------

Residential

Single-family and two (2) family residences	Two (2) car garage or carport for each unit
---	---

Bed and breakfast	One (1) parking space for each sleeping room available for rent, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on site.
-------------------	---

Second dwelling units	One (1) parking space for the unit, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on site.
-----------------------	--

Multiple Dwellings

Bachelor	One (1) parking space per unit
----------	--------------------------------

One (1) bedroom	One and one-half (1 1/2) parking space per unit
-----------------	---

Two (2) bedroom	One and three-quarter (1 3/4) parking space per unit
-----------------	--

Three (3) or more bedrooms	Two (2) parking spaces per unit
----------------------------	---------------------------------

Each unit shall have a minimum of one (1) covered parking space. In addition, there shall be provided a guest parking space for each four (4) units or fraction thereof. On-street parking spaces, when approved by the staff development committee, may be counted toward fulfilling this requirement. Street frontages abutting the subject property and which are included in the circulation element of the general plan shall not be included in fulfilling this requirement.

Mobilehome parks	Two (2) parking spaces for each site. Parking may be in tandem. In addition, one (1) space for each ten (10) sites for the laundry and recreation facilities.
------------------	---

Rooming houses, lodging houses, clubs and fraternities having sleeping rooms	One (1) parking space for each two (2) sleeping rooms
--	---

Use**Parking Spaces Required**

Sanitariums, children's homes, homes for the aged, asylums, nursing homes

One (1) parking space for each three (3) beds

Commercial

Automobile accessory shops

One (1) parking space for each six hundred (600) square feet of gross floor area

Automobile service stations

One (1) parking space for each service stall

Banks, and savings and loans

One (1) parking space for each two hundred (200) square feet of gross floor area

Barber shops and beauty salons

One (1) parking space for every six hundred (600) square feet of gross floor area

Furniture, large appliance stores and personal computer stores

One (1) parking space for each eight hundred (800) square feet of gross floor area

Hotel, motel, and bed and breakfast facility

One (1) parking space for each sleeping unit, plus one (1) parking space for the resident manager, plus one (1) loading space, minimum size ten (10) feet wide, thirty-five (35) feet long and fourteen (14) feet high for each twenty thousand (20,000) square feet of commercial use included in the facility (restaurant, bar, store, etc.), one (1) parking space for each one hundred (100) square feet of restaurant gross floor area, one (1) parking space for each one hundred (100) square feet of assembly area (meeting halls, auditoriums, conference rooms, etc.)

Motor vehicle, machinery sale and repair garages (excluding motorcycles)

One (1) parking space for each one thousand (1,000) square feet of display floor area, one (1) space for each eight hundred (800) square feet of storage area, one (1) space for each two hundred fifty (250) square feet of garage floor area

Truck or motor home repair vehicles twenty-five (25) feet or longer

One (1) space for every one thousand (1,000) square feet

Use**Parking Spaces Required**

Motorcycle sales and repair One (1) parking space for each two hundred fifty (250) square feet of gross floor area

Pushcart food sales No parking shall be required for pushcart food sales facilities except as required on a case by case basis as determined by the community development director as part of plot plan review procedure

Offices

General business and professional Four (4) parking spaces or one (1) parking space for each three hundred (300) square feet of gross floor area, whichever is greater. For offices in the industrial park zone or industrial park overlay, the requirement shall be one (1) parking space for each two hundred fifty (250) square feet of gross floor area

Medical, dental and clinics One (1) parking space for each two hundred (200) square feet of gross floor area

Restaurants/food

Restaurants, bars, night clubs and others

Having less than four thousand (4,000) square feet One (1) parking space for each one hundred (100) square feet of gross floor area. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Having four thousand (4,000) square feet Forty (40) parking spaces plus one (1) for each fifty (50) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Use**Parking Spaces Required**

Drive-in, drive-up, drive-thru
Twenty (20) parking spaces plus one (1) for each one hundred (100) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Product specialty, donuts, ice cream, bakery, etc.
One (1) parking space for each one hundred fifty (150) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Retail

General retail, except as otherwise specified herein
One (1) parking space for each two hundred fifty (250) square feet of gross floor area.

Coin operated laundry
One (1) space per two hundred fifty (250) square feet.

Open retail, nurseries and vehicle sales lots not otherwise specified
One (1) parking space for each one thousand (1,000) square feet of lot area

Trailer and boat sales lots
One (1) space per two thousand (2,000) square feet of lot supplies

Shopping center (for the purpose of this article, a shopping center shall have a minimum lot area of three (3) acres and have multiple uses)
One (1) parking space for each two hundred (200) square feet of gross floor area

Stamp redemption centers
One (1) space

Tailor shops, shoe repair
Three (3) parking spaces or one (1) parking space for each six hundred (600) square feet of gross floor area, whichever is greater

Massage parlor
One (1) space per one hundred (100) square feet

Recreational

Use**Parking Spaces Required**

Auditoriums and other places of public assembly and clubs, lodges having no sleeping facilities

One (1) parking space for each five (5) seats and one (1) for each one hundred (100) square feet of assembly area not having fixed seats

Bowling alleys

Four (4) parking spaces for each alley. In addition, spaces for incidental uses shall be provided in accordance with standards specified for the particular use

Game and athletic courts

Two (2) parking spaces for each court

Gymnasium, skating rinks, billiard halls, dance schools, karate schools

One (1) parking space for each five (5) seats plus one (1) for each two hundred (200) square feet of recreation floor area

Golf driving ranges

One (1) parking space for each driving tee

Miniature or pitch and putt golf courses

Three (3) parking spaces for each hole or two (2) for each hole plus the requirement for the accessory uses, whichever is greater

Swimming pools

One (1) parking space for each one hundred fifty (150) square feet of gross water surface area

Theaters and auctions

One (1) parking space for each five (5) seats or one (1) parking space for each thirty-five (35) square feet of assembly area

Industrial

Kennels, veterinary hospitals and veterinary offices

One (1) parking space for each two hundred (200) square feet of examining and operating areas, plus (1) parking space for each four hundred (400) square feet of additional floor area

Recycling facility

One (1) space for each five hundred (500) square feet of material processing area; one (1) space for each five thousand (5,000) square feet of outdoor storage area; one (1) space for each scale or bin plus one (1) space (for waiting) per two (2) scales or bins for customer parking

Use

Parking Spaces Required

Manufacturing uses, research and testing laboratories, food processing, printing and engraving shops and contractors

A. Parking standards for the M-1 and M-2 zones. One (1) space for each vehicle used in conjunction with the business, plus one (1) parking space for each five hundred (500) square feet of open or enclosed area devoted to the primary use, except contractors' open storage yards one (1) space per one thousand (1,000) square foot lot

Manufacturing uses, research and testing laboratories, food processing, printing and engraving shops and contractors

B. Parking standards for the IP and IP-O zones.

Suite Size	Space/Sq. Ft.
<5,000 sq. ft.	1/400
5,000 to 9,999 sq. ft.	1/500
10,000 to 19,999 sq. ft.	1/575
>20,000 sq. ft.	1/650

Plus one (1) space per one thousand (1,000) square foot lot for contractors' open storage yards

Salvage yard, junk yards, auto wrecking, storage yards, lumber yards and similar uses

One (1) parking space per employee on the largest shift or one (1) space per five thousand (5,000) square feet of lot area, whichever is greater

Truck terminals

One (1) parking space for each three thousand (3,000) square feet of lot area

Warehouse and wholesale business and mini storage

A. Parking standards for the M-1 and M-2 zones. One (1) parking space for each eight hundred (800) square feet of gross floor area. One (1) space per five thousand (5,000) square feet of floor area and storage lot for mini storage

Warehouse and wholesale business and mini storage

B. Parking standards for the IP and IP-O zones.

Suite Size	Space/Sq. Ft.
------------	---------------

Use**Parking Spaces Required**

<5,000 sq. ft. 1/500

5,000 to 9,999 sq. ft. 1/600

10,000 to 19,999 sq. ft. 1/700

>20,000 sq. ft. 1/800

One (1) parking space per five thousand (5,000) square feet of floor area and storage lot for mini storage

Miscellaneous

Churches, chapels, religious meeting halls and their accessory uses One (1) parking space for each five (5) seats or one (1) parking space for every one hundred (100) square feet of gross floor area for assembly areas without fixed seating (twenty-two (22) inches of linear bench constitutes one (1) seat)

Hospitals One and one-quarter (1 1/4) parking spaces for each bed

Libraries, museums and library stations One (1) parking space for each two hundred fifty (250) square feet of gross floor area

Mortuaries One (1) parking space for every (50) square feet of gross assembly floor area

Schools, private and public:

Grade schools, elementary and junior high schools One (1) parking space for each employee and faculty member

Senior high schools One (1) parking space for each employee and one (1) for each three (3) students for which the facility is designed

Trade schools, business colleges and commercial schools One (1) parking space for each one and one-half (1 1/2) students of the maximum capacity of the classroom plus one (1) space for each faculty member

Use

Parking Spaces Required

Transportation terminals and facilities, utilities, stadiums, and golf courses	public colleges, sport arenas	Adequate number as determined by the planning commission after special study has been performed
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SECTION 7. That Table 33-768A is repealed and replaced with the following table (See next page):

Table 33-768A
Parking Table

STANDARD CAR

A	B	C	D	E	F	G
0°	8.5	8.5	12.0	22.0	29.0	29.0
20°	8.5	14.2	12.0	24.9	40.4	32.4
30°	8.5	16.4	12.0	17.0	44.8	37.4
45°	8.5	18.7	12.0	12.0	49.4	43.4

A	B	C	D	E	F	G
60°	8.5	19.8	14.5	9.8	54.1	49.8
70°	8.5	19.8	20.0	9.0	59.6	56.7
80°	8.5	19.2	24.0	8.6	62.4	60.9
90°	8.5	18.0	24.0	8.5	60.0	60.0

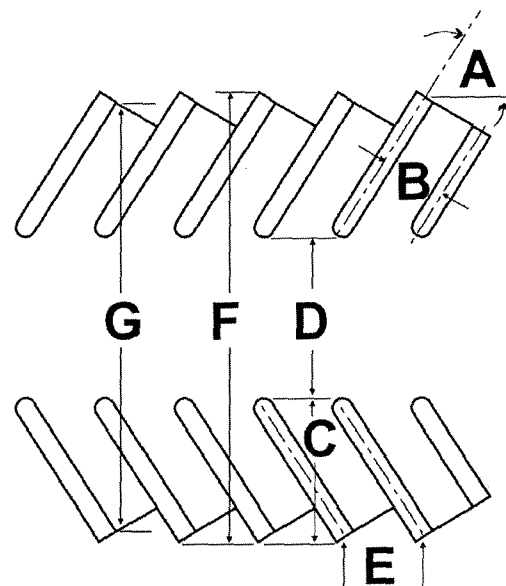
COMPACT CAR

A	B	C	D	E	F	G
0°	8.5	8.5	12.0	20.0	29.0	29.0
20°	8.5	13.5	12.0	24.9	39.0	31.0
30°	8.5	15.4	12.0	17.0	42.8	35.4
45°	8.5	17.3	12.0	12.0	46.6	40.6

A	B	C	D	E	F	G
60°	8.5	18.1	14.5	9.8	50.7	46.4
70°	8.5	17.9	20.0	9.0	55.8	52.9
80°	8.5	17.2	24.0	8.6	58.4	56.9
90°	8.5	16.0	24.0	8.5	56.0	56.0

24'-0" TWO-WAY TRAFFIC AISLE
* 2'-0" BUMPER OVERHANG ALLOWED

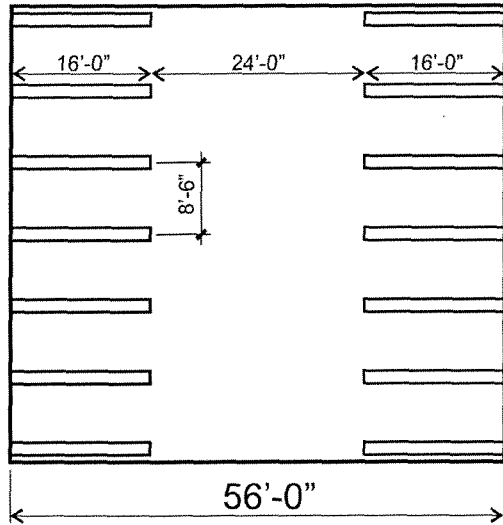
- A PARKING ANGLE
- B STALL WIDTH
- * C STALL TO CURB
- D AISLE WIDTH
- E CURB LENGTH PER CAR
- F CURB TO CURB
- G STALL CENTER TO STALL CENTER



SECTION 8. That Table 33-768B is repealed and replaced with the following table (See next page):

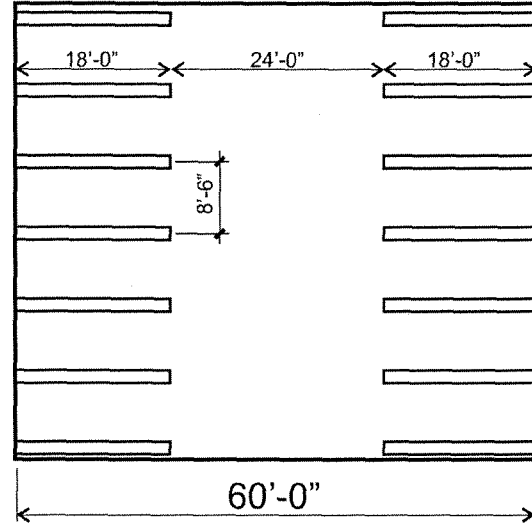
Table 33-768B
Parking Table

COMPACT CAR
DESIGN STANDARD AT 90°



A

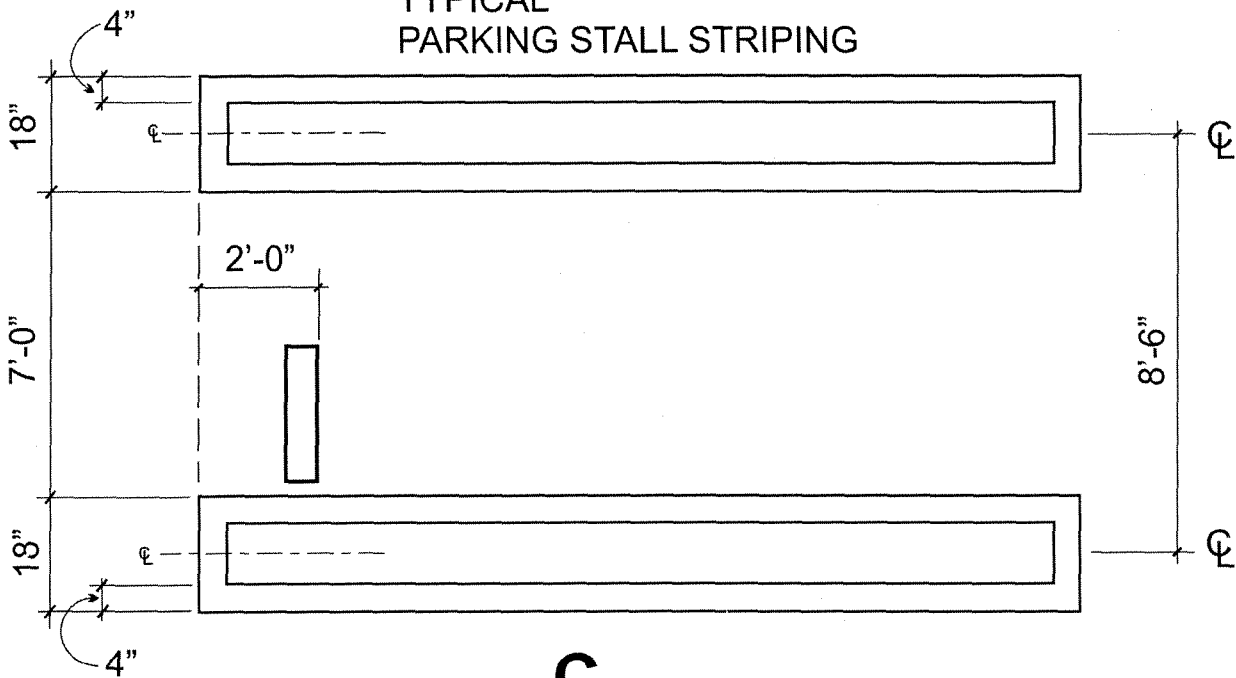
FULL SIZE CAR
DESIGN STANDARD AT 90°



B

2'-0" BUMPER OVERHANG ALLOWED

TYPICAL
PARKING STALL STRIPING



C

SECTION 9. That Section 33-776 is repealed and replaced with the following:

Sec. 33-776. Computation.

In computing the required number of off-street parking spaces, a remaining fraction may be disregarded.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 12. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

EXHIBIT "A"


**FACTORS TO BE CONSIDERED
AZ 12-0004**

1. The public health, safety and welfare would not be adversely affected by the proposed amendments to the Off-Street Parking provisions, EZC Article 39, because the amendments would apply the existing administrative adjustment review process as a means to request minor (up to 25%) reductions in required parking in non-residential zones, clarify non-conforming facilities, modify computation and rounding-up provisions, and eliminate duplications and inconsistencies, all to facilitate the ongoing efforts to promote business growth and economic stability.
2. The proposed amendments to Article 39 would not be detrimental to surrounding properties, since only properties located in non-residential zones would be eligible to apply for an administrative adjustment and each request for adjusted parking would have to demonstrate to the satisfaction of the Director of Community Development, that the proposed adjustment will be compatible with adjacent properties and improvements based on proximity to public transit, on-street and/or overflow parking, and the range of uses in the area.
3. The proposed amendment to Article 39 would be consistent with the General Plan because it would provide flexibility in required parking and afford more businesses an opportunity to expand and grow within the city in situations where a minor adjustment in parking spaces would not conflict with adjacent uses.

AGENDA ITEM NO.: 18
AGENDA DATE: 9/12/12

September 4, 2012

TO: City Council

FROM: Mayor Sam Abed 

SUBJECT: Council Agenda Item for September 12, 2012 Council Meeting

Request for Council Support of San Diego County's Development of Additional Property Assessed Clean Energy (PACE) Financing Programs, and authorization for the Mayor to send the attached letter to the County Board of Supervisors.

/jm
Attachment



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

September 13, 2012

San Diego County Supervisor Pam Slater-Price
County Administration Center
1600 Pacific Highway, Room 335
San Diego, CA 92101

Dear Supervisor Slater-Price:

I am writing on behalf of the City of Escondido to request that the County of San Diego consider creating a Property Assessed Clean Energy (PACE) program funded via private capital.

As you may recall, in 2010, the City of Escondido, along with a number of other cities within the county opted in to a statewide program designed to implement a residential PACE program. That PACE financing plan, which became law in 2008, created special financing tools to help property owners install energy-efficiency, water, and renewable energy upgrades to their homes and businesses. Unfortunately, the statewide program did not have funding dedicated to the residential component and as a result, no upgrades have been completed.

At the City Council's September 12, 2012 Council meeting, the Council voted to request that the County explore the feasibility of creating a county-wide PACE program that would have the potential to improve the local economy by creating jobs, reducing property owner utility bills, increasing economic activity, and adding value to the region's building inventory. It is important that the County, on behalf of its 18 cities and the unincorporated areas, demonstrate leadership by making the program a reality. Attached is additional information as well as a market analysis for the North County cities along the SR-78 corridor.

PACE financing has enormous potential for the North County region in terms of job creation, economic stimulus and improving air quality. The City of Escondido respectfully requests that you support the implementation of a County-sponsored PACE financing program that will benefit the entire region.

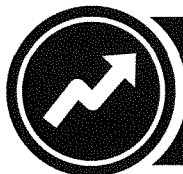
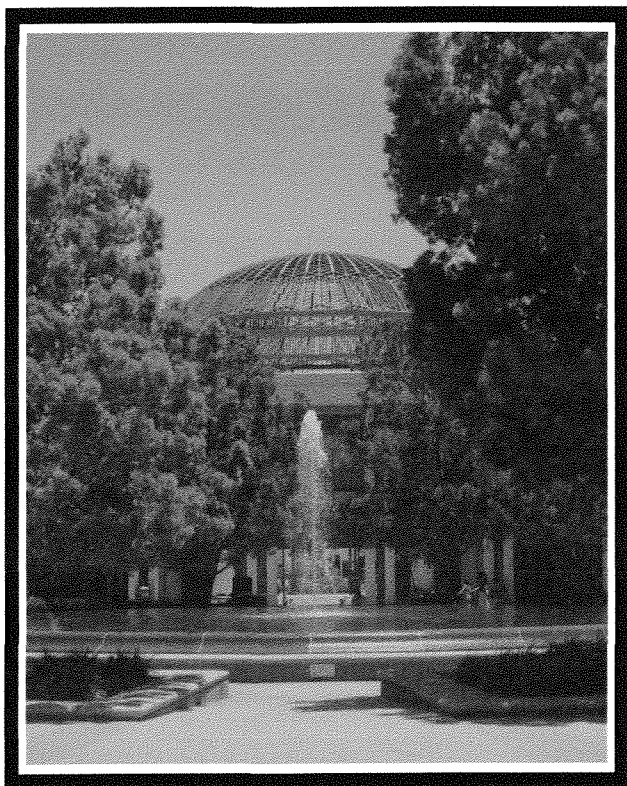
Sincerely,

Sam Abed
Mayor

/jm
Attachments

cc: City Council

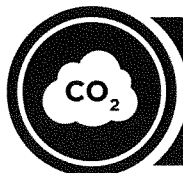
MAKE A DIFFERENCE FOR THE CITY OF ESCONDIDO WITH
CLEAN ENERGY SAN DIEGO



Generate \$209 million
in economic activity



Create 1,200 new jobs



Reduce carbon emissions by
10,000 metric tons of CO₂



Generate \$8 million in
state & local tax revenue

Over the next five years, Clean Energy San Diego seeks to invest \$72 million in Escondido's local economy through a Property Assessed Clean Energy (PACE) District. That represents retrofitting just 3.5% of existing commercial and residential buildings with clean energy improvements in Escondido.

Clean Energy San Diego has the potential to generate measurable and meaningful economic and environmental outcomes: 29,000 new jobs, \$5.1 billion in economic activity and a tremendous reduction in carbon dioxide that contributes to global warming.

The fully-funded, turnkey solution offered exclusively by Ygrene is the only PACE program that can produce these outstanding results. We look forward to working with you to kick-start Escondido's economic growth and deliver immediate benefits to your stakeholders.

Calculations based on ECONorthwest Economic Impact Analysis, April 2011



San Diego North County

MARKET ANALYSIS

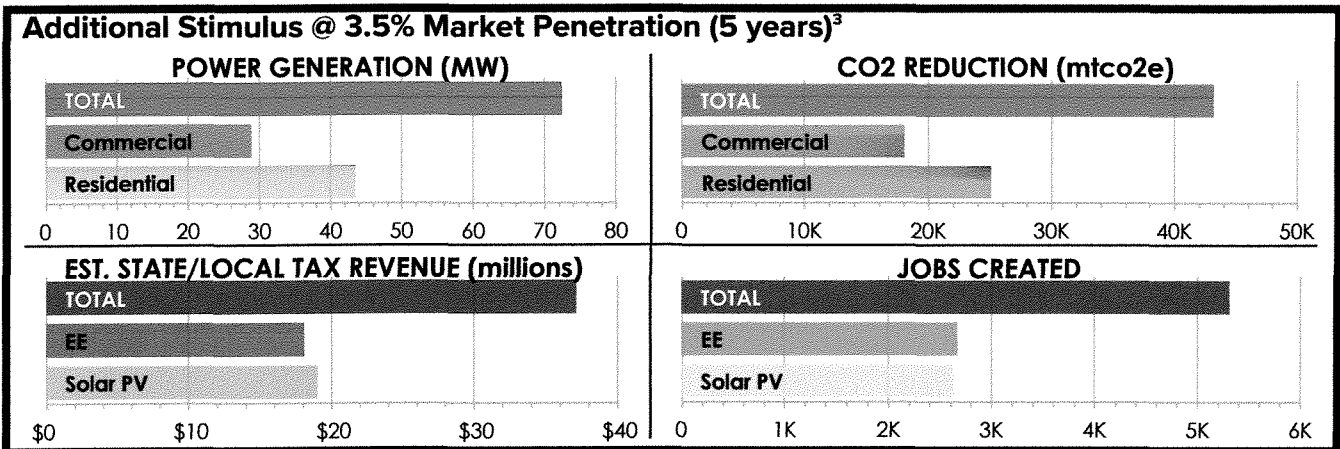


Population (2010 Census)	609,949
Cities	Carlsbad, CA Escondido, CA Oceanside, CA San Marcos, CA Vista, CA
Public Electric Utility	San Diego Gas & Electric
State RPS	33% by 2020
Est. Annual GHG Emissions ¹	7,990,332 mtCO ₂ e

Residential		Commercial ²	
# Occupied Housing Units	126,886	# Buildings	13,215
Median Home Value	\$417,700	Total Area	137,848,474 sq ft
% Homes with Mortgage	78%		

Total Market	# Projects		Project Value	
		Residential	126,886	\$
	Commercial	13,215	\$	3,041,606,796
	Project Total	140,101	\$	10,052,894,392

Market Scenarios (5 years)				
Market Penetration	1.3% (SCEIP)	3.5%	7%	
Residential	\$ 76,201,099	\$ 245,395,066	\$ 490,790,132	
Commercial	\$ 50,934,153	\$ 106,456,238	\$ 212,912,476	
Project Total	\$ 127,135,252	\$ 351,851,304	\$ 703,702,607	
Economic Output	\$ 336,518,176	\$ 931,325,947	\$ 1,862,651,895	



¹Emissions based on state mtCO₂e per capita value from the World Resources Institute's Climate Analysis Indicator Tool (CAIT)
²Commercial est. based on population, ft²/person multiplier supplied by Pike/CoStar, and avg. building size of 14,900 ft²
³Charts based on investment multiplier contained in ECONorthwest's report entitled "Economic Impact Analysis of Property Assessed Clean Energy Programs (PACE)" that utilizes the IMPLAN economic model to estimate total economic impact
Sources: US Census Bureau, US Environmental Protection Agency, Pike Research, CoStar Group, City-data.com, Sonoma County Energy Independence Program (SCEIP), World Resources Institute, ECONorthwest

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 19
Date: **September 12, 2012**

TO: Honorable Mayor and Members of the City Council
FROM: Diane Halverson, City Clerk
SUBJECT: Appointment to Public Art Commission and Community Services Commission

RECOMMENDATION:

That the Council ratify the Mayor's recommendation to (1) appoint Steffi Harrison to fill an unscheduled vacancy on the Public Art Commission; term to expire March 31, 2014; and (2) appoint Joseph Garcia as a youth representative to fill an unscheduled vacancy on the Community Services Commission, term to expire March 31, 2014.

BACKGROUND:

Notice was received from Debra Donaghue that she was unable to accept the Mayor's appointment to the Public Art Commission the Council ratified on July 25, 2012. The vacancy was duly posted for a 10-day period in accordance with State law and City policy. Since the annual recruitment, held in March 2012, one application was on file and no additional applications were received during the posting period.

Following a letter of resignation from the Community Services Commission, a Notice of Vacancy was duly posted for a 10-day period in accordance with State law and City policy. Since August 1, 2012, when the City Council adopted Ordinance No. 2012-15 amending the Escondido Municipal Code Article 2, Chapter 18 to add a youth representative, one application has been received.

Respectfully submitted,



Diane Halverson, CMC
City Clerk

FUTURE CITY COUNCIL AGENDA ITEMS
September 6, 2012

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

SEPTEMBER 19, 2012
Mayor's Town Hall Meeting
4:30 p.m.
Council Chambers

SEPTEMBER 26, 2012
No Meeting