



Council Meeting Agenda

NOVEMBER 19, 2014
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	Olga Diaz
COUNCIL MEMBERS	Ed Gallo John Masson Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF PUBLIC WORKS	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

**November 19, 2014
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. 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 REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
 - a. Property:** Vacant Lots along South side of El Norte Parkway between Ash Street and Noreen Way
 - City Negotiator:** Debra Lundy, Real Property Manager
 - Negotiating Parties:** Zoe Sanchez Richardson
 - Under Negotiation:** Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**November 19, 2014
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, 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.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

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

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. [APPROVAL OF MINUTES: Regular Meeting of October 15, 2014 and Regular Meeting of October 22, 2014](#)**

- 4. PURCHASE OF PRE-FABRICATED RESTROOM FOR DALEY RANCH -**
Request Council approve authorizing the purchase of a pre-fabricated restroom for Daley Ranch from The Public Restroom Company of Minden, Nevada, in the amount of \$191,090 using the BuyBoard Purchasing Cooperative.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson)**
RESOLUTION NO. 2014-175
- 5. DISPOSITION OF PROPERTY: 1751 CITRACADO PARKWAY, LOT #202 AT MOUNTAIN SHADOWS MOBILE HOME PARK -**
Request Council approve authorizing the Real Property Manager and City Clerk to execute documents necessary to complete the sale of 1751 Citracado Parkway, Lot #202 at Mountain Shadows Mobile Home Park.

Staff Recommendation: **Approval (City Manager's Office: Debra Lundy)**
RESOLUTION NO. 2014-171
- 6. UPDATE TO CHAPTER 7, LOCAL EMERGENCY, OF THE ESCONDIDO MUNICIPAL CODE -**
Request Council approve amending Chapter 7 of the Escondido Municipal Code pertaining to local emergencies. This Ordinance updates the Code in order to conform to current law and practices.

Staff Recommendation: **Approval (Fire Department: Michael Lowry)**
ORDINANCE NO. 2014-16 (Introduction and First Reading)
- 7. FISCAL YEAR 2014 STATE HOMELAND SECURITY GRANT PROGRAM GRANT ACCEPTANCE AND BUDGET ADJUSTMENT -**
Request Council approve accepting \$119,050 in funding from the Department of Homeland Security (DHS) for the FY 2014 State Homeland Security Grant Program (SHSGP); authorize the Fire Chief to execute, on behalf of the City, all documents required for the management of this grant; and approve the necessary budget adjustment to establish new projects for tracking of these grant funds.

Staff Recommendation: **Approval (Fire Department: Michael Lowry)**
- 8. HOUSING RELATED PARKS PROGRAM FUNDS BUDGET ADJUSTMENT -**
Request Council approve accepting \$674,850 in 2013 Department of Housing and Community Development (HCD) Housing-Related Park (HRP) program funds and approve budget adjustments for 2013 HRP funds and reallocating \$29,248 in 2011 HRP funds.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**
RESOLUTION NO. 2014-168
- 9. STATE OF CALIFORNIA 9-1-1 FOR KIDS FUNDING AND BUDGET ADJUSTMENT -**
Request Council approve accepting \$2,901.62 in funds from the State of California 9-1-1 Emergency Communications Office; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**
- 10. FISCAL YEAR 2014-2015 STATE OF CALIFORNIA CITIZENS' OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT -**
Request Council approve authorizing the Police Department to accept a FY 2014-2015 Citizens' Options for Public Safety (COPS) Program Grant in the amount of \$232,304; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police and Police

Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

11. [FISCAL YEAR 2014 CALIFORNIA IDENTIFICATION SYSTEMS REMOTE ACCESS NETWORK USER AGREEMENT -](#)

Request Council approve authorizing the Police Department to enter into a CAL-ID User Agreement with the County of San Diego and authorize the Chief of Police and Police Department staff to submit agreement documents on behalf of the City.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

12. [FISCAL YEAR 2014 URBAN AREA SECURITY INITIATIVE GRANT - COMMUNICATIONS CENTER MICROWAVE RADIOS AND BUDGET ADJUSTMENT -](#)

Request Council approve authorizing the Police Department to accept FY 2014 Urban Area Security Initiative (UASI) Grant funds in the amount of \$210,000; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

13. [FISCAL YEAR 2014 URBAN AREA SECURITY INITIATIVE GRANT AND BUDGET ADJUSTMENT -](#)

Request Council approve authorizing the Police Department to accept FY 2014 Urban Area Security Initiative (UASI) Grant funds in the amount of \$100,000; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

14. [FISCAL YEAR 2014 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT -](#)

Request Council approve authorizing the Police Department to accept FY 2014 Operation Stonegarden Grant funds in the amount of \$50,000 from the California Emergency Management Agency (CALEMA) through San Diego County; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed for overtime expenses related to enforcement in support of Department of Homeland Security Goals.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

15. [BUDGET ADJUSTMENT FOR SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM -](#)

Request Council approve a budget adjustment for Sustainable Communities Planning Grant and Incentives Program funds to prepare and update Area Plans for a combined South Escondido Boulevard/South Quince Street Target Area and authorize the release of a Request for Qualifications (RFQ) in order to solicit consultant responses for preparation of the combined Area Plans.

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

16. [RESOLUTION MAKING FINDINGS REGARDING AN APPEAL OF A PLANNING COMMISSION DECISION TO DENY A CONDITIONAL USE PERMIT AND EXTENSION OF TIME \(PHG 14-0017\) -](#)

Request Council approve adopting Resolution No. 2014-134, a resolution of the City Council of the City of Escondido, California, making findings which deny a conditional use permit for a proposed 96

bed youth care facility at 1817 Avenida del Diablo and which modifies the effective dates of the existing conditional use permit for a skilled nursing facility at the same address (PHG 14-0017).

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

RESOLUTION NO. 2014-134

17. [BID AWARD FOR THE ELM STREET IMPROVEMENT PROJECT -](#)

Request Council approve authorizing the bid award to LB Civil Construction, determined to be the lowest responsive and responsible bidder and authorize the Mayor and City Clerk to execute a Public Improvement Agreement with LB Civil Construction in the amount of \$541,292 for the Elm Street Improvement Project. Further it is recommended that the bids of JUST Construction, RENTEX Construction, Inc., Shaw Equipment Rental, Inc., and Southland Paving, Inc. be deemed as nonresponsive.

Staff Recommendation: **Approval (Public Works Department/Neighborhood Services: Ed Domingue)**

RESOLUTION NO. 2014-169

18. [ESTABLISH ENGINEERING AND TRAFFIC SURVEY \(SPEED ZONE\) ON FIFTEENTH AVENUE](#)

Request Council approve establishing an Engineering and Traffic Survey (Speed Zone) on Fifteenth Avenue from Escondido Boulevard to Juniper Street.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-165

19. [ALL WAY STOP CONTROL REQUEST FOR THE INTERSECTION OF ALEXANDER DRIVE AND CITRACADO PARKWAY AND THE INTERSECTION OF ALEXANDER DRIVE AND BROTHERTON ROAD -](#)

Request Council approve amending the City's schedule of stop signs to add four (4) new stop signs including two (2) on Alexander Drive at the intersection of Citracado Parkway and two (2) on Alexander Drive at the intersection of Brotherton Road.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-167

20. [IMPLEMENT NO PARKING RESTRICTIONS ON CAROLINE WAY AND NORTH UPAS STREET](#)

Request Council approve implementing twenty-four hour (24-hour) parking restrictions on sections of Caroline Way, between Howell Heights and North Upas Street, and on North Upas Street, between Caroline Way and Murray Court. Resolution No. 2014-166 will amend the Traffic Schedule for "No Parking Zones" accordingly.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-166

21. [APPROVAL FOR STOP SIGNS ON KALMIA STREET AND WAVERLY PLACE AT THEIR INTERSECTION WITH PENNSYLVANIA AVENUE AND PARKING RESTRICTIONS ALONG KALMIA STREET AND PENNSYLVANIA AVENUE -](#)

Request Council approve adding stop signs on Kalmia Street and Waverly Place at their intersections with Pennsylvania Avenue and approve parking restrictions during school pick-up and drop-off hours along Kalmia Street and Pennsylvania Avenue for the Classical Academy High School project.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-172

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/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

22. [MODIFICATION TO A MASTER AND PRECISE DEVELOPMENT PLAN FOR "THE POINT" OFFICE BUILDING LOCATED IN THE LA TERRAZA CORPORATE CENTER \(PHG 14-0022\) -](#)
Request Council approve a Modification to a Master and Precise Development Plan for an office building in the La Terraza Corporate Center.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**
ORDINANCE NO. 2014-19 (Introduction and First Reading)
23. [MODIFICATION TO THE MASTER DEVELOPMENT PLAN FOR THE LOWE'S COMMERCIAL CENTER \(PHG 14-0012\) -](#)
Request Council approve modifying the conditions of approval in the Master Development Plan for the Lowe's Center.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**
ORDINANCE NO. 2014-18 (Introduction and First Reading)

CURRENT BUSINESS

24. [CAPITAL IMPROVEMENT PROGRAM AND HOUSING-RELATED PARK PROGRAM FUNDS BUDGET ADJUSTMENTS FOR JAMES STONE POOL AND WASHINGTON PARK TENNIS COURTS REHABILITATION PROJECT -](#)
Request Council approve reallocating \$26,715 from the 11th Avenue Capital Improvement (CIP) Program budget and \$10,000 from the Housing-Related Park (HRP) program funds - Washington Park Tennis Court Rehabilitation project - to the James Stone Pool Improvement project for the purposes of rebuilding the pool facility as well as reallocating \$50,000 from the 11th Avenue Park Project CIP budget to the Washington Park Tennis Court Rehabilitation project.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**
25. [FINANCIAL REPORT FOR THE QUARTER ENDING JUNE 30, 2014 -](#)
Request Council receive and file the Fourth Quarter Financial Report for Fiscal Year 2013-2014.

Staff Recommendation: **Receive and File (Finance Department: Sheryl Bennett)**
26. [DISPOSITION OF PROPERTY: 1201 EAST WASHINGTON AVENUE -](#)
Request Council approve authorizing the Real Property Manager and City Clerk to execute a purchase agreement and escrow documents necessary to complete the sale of 1201 East Washington Avenue to Paseo Escondido, LLC.

Staff Recommendation: **Approval (City Manager's Office: Debra Lundy)**

RESOLUTION NO. 2014-170

27. BUDGET ADJUSTMENT - HALE AVENUE RESOURCE RECOVERY FACILITY OPERATIONS BUILDING -

Request Council approve a budget adjustment in the amount of \$868,000 for Capital Improvement Program (CIP) No. 804201 (HARRF Expansion Phase III - Operations Building) from the Wastewater unallocated reserves.

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

28. APPLICATION FEES AND INCENTIVES PERTAINING TO HISTORIC RESOURCES -

Request Council approve revising the Planning application fees and incentives pertaining to Historic Resources.

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

RESOLUTION NO. 2014-162

29. APPOINTMENT TO LIBRARY BOARD OF TRUSTEES -

Request Council ratify the Mayor's appointment to fill an unscheduled vacancy on the Library Board of Trustees, term to expire March 31, 2016.

Staff Recommendation: **Ratify the Mayor's Appointment (City Clerk's Office: Diane Halverson)**

FUTURE AGENDA

30. FUTURE AGENDA -

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)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
November 26	-	-	No Meeting	-
December 3	Wednesday	7:00 p.m.	Installation Ceremony	Council Chambers
December 10	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
December 17	-	-	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. Submission of Speaker forms prior to the discussion of an item is highly encouraged. 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.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

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

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

- Online at <http://www.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-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. 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
October 15, 2014
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, October 15, 2014 in the Council chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

Case Name: Richard Waldrop v. City of Escondido, et al.
Case No: 37-2014-00004738-CU-PA-NC

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

- a. **Property:** 146 E. Valley Parkway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Mason Family Trust
Under Negotiation: Price and Terms of Agreement
- b. **Property:** 1201 E. Washington Avenue
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Paseo Escondido, LLC
Under Negotiation: Price and Terms of Agreement

- c. **Property:** 858 Hubbard Avenue
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Pettigrew Family Trust
Under Negotiation: Price and Terms of Agreement
- d. **Property:** 1701 S. Iris
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Cricket Communications
Under Negotiation: Price and Terms of Agreement
- e. **Property:** 1751 Citracado Parkway, Space 202
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Multiple Offers - Mailhot/Revuelta
Crowder
LaHaye
Harris
Under Negotiation: Price and Terms of Agreement

III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

- a. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9(d)(2): One Case

Added one item to Closed Session per Government Code §54954.(b)(2):

IV. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

Case Name: City of Escondido v. Sylvia Clark
Case No: 37-2013-00074379-CU-MC-NC

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
October 15, 2014
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, October 15, 2014 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: Deputy Mayor Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Councilmember Michael Morasco, and Mayor Sam Abed. Quorum present.

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

PROCLAMATIONS

Mayor Abed introduced Ramona Longoria who accepted a proclamation for October 15, 2014, White Cane Day.

ORAL COMMUNICATIONS

Nichole Downey, Escondido, presented a series of slides and urged Council to set up free "Little Libraries" on the Creek Walk.

Maria Blom, Encinitas, sang a song for the Council.

Michael O'Connor, Valley Center, stated the City should have more paramedic fire fighters.

Stephen Siaw, Escondido, voiced concern with the legal fees incurred by the City.

Raymond Herrera, Upland, voiced concern with the amount of undocumented people in the United States.

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of September 24, 2014**
4. **APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR NIKOS WIZNER -**
Request Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Fire Engineer Nikos Wizner. (File No. _____)

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

RESOLUTION NO. 2014-161

Councilmember Morasco abstained from item 4.

5. **FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONE 37 OF THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2015/2016 -**
Request Council approve declaring the results of the assessment ballot tabulation for Zone 37 of the City of Escondido Landscape Maintenance Assessment District (LMD); confirm the assessment; approve the Assessment Engineer's Report; and approve the annual levy and collection of assessments in Zone 37 of the LMD for FY 2015/2016. (File No. _____)

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-156

6. **FISCAL YEAR 2014/2015 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MINOR DECOY/SHOULDER TAP MINI-GRANT AND BUDGET ADJUSTMENT -** Request Council approve authorizing the Escondido Police Department to accept a FY 2014/2015 Department of Alcoholic Beverage Control Minor Decoy/Shoulder Tap Mini-Grant in the amount of \$11,600; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. _____)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

7. **FISCAL YEAR 2014/2015 SAN DIEGO COUNTY LAW ENFORCEMENT FOUNDATION LESS LETHAL LIFESAVING EQUIPMENT GRANT AND BUDGET ADJUSTMENT -** Request Council approve authorizing the Escondido Police Department to accept a FY 2015 San Diego County Law Enforcement Foundation Grant in the amount of \$3,622.08; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. _____)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

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/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

8. **APPEAL OF A PLANNING COMMISSION DECISION TO DENY A CONDITIONAL USE PERMIT AND EXTENSION OF TIME (PHG 14-0017)** - Request Council consider an appeal of a Planning Commission decision. The Planning Commission denied a Conditional Use Permit (CUP) to operate an unaccompanied youth care facility, at a site previously used for skilled nursing facility located at 1817 Avenida Del Diablo. (File No. _____)

Staff Recommendation: **Consider the appeal of the Planning Commission denial of the Conditional Use Permit for government services to operate an unaccompanied youth care facility including the associated extension of time for previously approved skilled nursing facility CUP and conditionally approve or deny the project. (Community Development Department: Barbara Redlitz)**

Jay Petrek, Assistant Planning 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.

David Loy, ACLU Representative, indicated the Southwest Key project was good for the City and urged Council to approve it.

Richard Schauer, Escondido, stated he was opposed to the proposed use of the facility.

Reverend Beth Johnson, Vista, urged Council to approve the Conditional Use Permit.

Reverend Cheri Metier, San Diego, asked Council to approve the Conditional Use Permit and allow Southwest Key to open the proposed housing facility.

Reverend Elizabeth Bucky, San Diego, urged Council to approve the land use permit.

Joanne Tenney, Escondido, asked Council to approve the application for a Conditional Use Permit and allow the proposed housing facility to open.

Valentina Castillo, San Marcos, requested Council grant the Conditional Use Permit so the facility could open.

Carlos Ronquillo, Escondido, asked Council to make the decision to open the facility.

Luis Romero, Escondido, stated the facility had been closed for a year and urged Council to approve the project.

Thomas Armstrong, Escondido, stated the City had a responsibility to open the facility.

Patt Allison, Escondido, urged Council to approve the project.

Meghan Quade, Escondido, indicated the proposed facility didn't have proper accommodations for children and urged Council to deny the request.

Bill Durney, Escondido, requested Council uphold the Planning Commission decision and deny the Conditional Use Permit.

Loree Masonis, (No City Indicated), asked Council to deny the project and focus on American children in need.

Carlos Auralde, Escondido, indicated the facility was too small and asked Council to deny the request to put it in that area.

Mike McGetrick, Orange, stated the money could be spent on our veterans and the homeless and that he was opposed to the project.

Jerry Carter, Escondido, urged Council to approve the project.

Ken Walery, Escondido, indicated the Federal Government should take responsibility for housing the children.

Nancy Walery, Escondido, stated the facility was built to house the elderly and was not a secure environment for young active children.

Orv Hale, Escondido, indicated he was opposed to the project.

Raul Rodriguez, Victorville, urged Council to deny the permit request.

Mary Newman, Redlands, stated the Federal Government was creating this crisis and should take on the responsibility.

Robert Newman, Redlands, urged Council to deny the project.

Carol Schlaepfer, Pomona, indicated the Planning Commission had made the right decision.

Cherie Wood, (No City Indicated), suggested housing veterans with PTSD at the proposed facility.

Penney Magnotto, Murietta, stated American citizens should be cared for first.

Joan Gardner, Escondido, urged council to support the Planning Commission's decision.

Patricia Del Rio, Escondido, indicated she opposed the project based on the land use.

Ronald Kohl, San Marcos, stated he supported the proposed facility.

Alejandra Almaraz, Escondido, voiced concern with City procedures.

Bradley Birkeland, Escondido, indicated the site was not suitable for children and asked Council to deny the use permit.

Jose Sanchez, San Diego, asked council to approve the Conditional Use Permit and allow the proposed facility to open.

Theresa Tugwell, Escondido, requested that Council uphold the Planning Commission's decision.

Margaret Hoyle, Escondido, urged Council to approve the shelter.

Chris Splane, Escondido, stated the proposed project was not a good fit in that area and he was opposed to it.

Robin Hvidston, (No City Indicated), indicated the veterans should be cared for instead of undocumented children.

Raymond Herrera, Upland, urged Council not to change the Planning Commission's decision.

Fred Progner, Escondido, stated that American children should be cared for first.

Sharon Carlson, Escondido, stated this was not the proper land use and that she was opposed to the shelter.

Karen Morales, Escondido, indicated the facility was designed for disabled elderly and was not set up to house children.

Ralph Ginese, Escondido, stated the area was not zoned for this type of a facility and the project should be rejected.

Steve Wells, Vista, indicated he did not support the proposed project.

Kimry Wells, Vista, urged Council to deny the Conditional Use Permit.

Janet Wilson, Vista, voiced concern with the younger children being housed with teenagers and stated she was opposed to the project.

John Valdez, Escondido, asked council to approve the project.

Belinda Aguirre, Escondido, stated she was in support of the youth facility, which would bring jobs to the City.

Lillian Serrano, Escondido, asked council to approve the project.

Stella Stephens, Escondido, indicated the land use did not allow this kind of facility and it should be denied.

Lillie Sanchez, Oceanside, stated she was in support of the Conditional Use Permit.

Cittali Aquino, Oceanside, indicated the facility would create new jobs and that the Permit should be approved.

Francesco Ramirez, Escondido, voiced concern with City policies.

Chad Hunzinger, Escondido, urged Council to work with Southwest Key to find an appropriate site for the facility.

Karen Seibold, Escondido, requested that Council uphold the Planning Commission's decision.

Chris Read, Escondido, stated he was opposed to granting the Conditional Use Permit.

Christina Gonzales, San Diego, asked Council to grant the Conditional Use Permit.

Robert Lauten, Escondido, voiced concern with the possibility of infectious disease.

Jack Bennett, Escondido, stated he supported the Planning Commission's decision.

Tisha Bennett, Escondido, stated she supported the Planning Commission's decision to deny the Conditional Use Permit.

Virginia Rodriguez, Escondido, voiced concern with evacuating so many children during a firestorm and asked Council not to support the project.

Karen Guzmyn, (No City Indicated), indicated this project would bring jobs into the City and asked Council to approve it.

Douglas Cummings, Escondido, stated the property was not the right fit for this kind of project.

Danny Perez, Escondido, voiced concern with the possibility of a lawsuit.

Dr. Enil Bliesath, Escondido, expressed health concerns and stated she was opposed to the proposed facility.

Joshua Bliesath, Escondido, voiced concern with teenage boys residing so close to his young daughter and indicated he was opposed to the facility.

Tezheen Nizam, Vista, asked Council to allow the facility to open.

Laura Hunter, Escondido, stated these kids needed help and urged Council to approve the project.

Tom Carmichael, Escondido, expressed concern that adults, not children, would be housed at the facility and asked Council to deny it.

Alejandro Maqueda, Escondido, asked Council to help people better their future and stated he was in favor of the Conditional Use Permit.

Vanessa Valle, Escondido, asked Council to approve the project.

Vanessa Garcia, Escondido, urged Council to help the children and approve the project.

Nedy Velasquez, Escondido, stated these children were looking for a safe environment and urged Council to approve the shelter.

Rachiel Stanley, Escondido, asked Council to deny the Permit.

Elias Borlingan, Escondido, stated he was opposed to locating the facility in that area.

Nicole Downey, Escondido, voiced concern that property taxes were being paid.

Cristian Mayorga, Escondido, urged Council to approve the facility.

Christina Griffin, Rancho San Diego, asked Council to allow the shelter to open.

Luis Lopez, San Diego, requested Council to allow the application for a youth shelter.

Rosa Flores, San Marcos, urged Council to approve the Conditional Use Permit.

Duncan Fane, Escondido, expressed health concerns and asked Council to deny the project.

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 Masson to uphold the Planning Commission's decision to deny a Conditional Use Permit to operate an unaccompanied youth care facility. Ayes: Abed, Gallo, Masson and Morasco. Noes: Diaz. Absent: None. Motion carried.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve a two year extension of the current property owner's Conditional Use Permit. Ayes: Abed, Diaz, Gallo, and Morasco. Noes: Masson. Absent: None. Motion carried.

FUTURE AGENDA

9. FUTURE AGENDA -

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)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo stated you could pay \$5 to wear jeans today as a fund raising effort for Officer Perez's daughter and that October was Breast Cancer Awareness Month.

Councilmember Masson indicated that the Stachtober event was taking place at Stone Brewery. This event was also a fund raising effort for Officer Perez's daughter.

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 8:05 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO

**October 22, 2014
3:30 P.M. Meeting**

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, October 22, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. **Property:** APN: 229-372-20 Por. (proposed hotel site, Valley Parkway/Escondido Blvd)
City Negotiator: Clay Phillips, City Manager
Negotiating Parties: Pierpoint Management, LLC
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 3:47 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
October 22, 2014
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 as Successor Agency to the CDC was called to order at 4:30 p.m. on Wednesday, October 22, 2014 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: Deputy Mayor Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Councilmember Michael Morasco, and Mayor Sam Abed. Quorum present.

Also present were: Clay Phillips, City Manager; Jennifer McCain, Assistant City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PRESENTATIONS

Mayor Abed introduced Juanita Hayes, SDG&E Representative, who gave a presentation on the Escondido Grand Villa Project. The Grand Villa Apartment complex was chosen to participate in the California Energy Efficiency Retrofit Demonstration Project. SDG&E is hosting an event at Grand Villa Apartments, 1960 Grand Avenue, on October 29, 2014 at 10:30 a.m.

ORAL COMMUNICATIONS

Mike O'Connor, Valley Center, stated the Fire Department was not fully staffed.

Delores McQuiston, Escondido, expressed concern with a political flyer.

Lisa Prazeau, Escondido, stated the City had many legal residents.

Patricia Borchmann, Escondido, indicated the Escondido Creek Conservancy was participating in an award ceremony in San Diego and the hotel discussion should be in the public session.

CONSENT CALENDAR

Mayor Abed removed item 4 and Councilmember Gallo removed item 7 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson that the following Consent Calendar items be approved with the exception of items 4 and 7. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of October 1, 2014**
4. **LEASE AGREEMENT WITH WARFIGHTER ACADEMY AT 700 WEST GRAND AVENUE -**
Request Council approve authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with the Warfighter Academy at 700 West Grand Avenue. (File No. 0600-10 [A-3134])
Staff Recommendation: **Approval (City Manager's Office: Debra Lundy)**

RESOLUTION NO. 2014-155

Roy Garrett, Escondido, stated he did not support the proposed use for the property as the gateway to the City and suggested the building be marketed for other uses.

Nicole Downey, Escondido, voiced concern with the proposed rental payments and suggested the property would be a good site for a hotel.

Patricia Borchmann, Escondido, stated it was not a good location for the proposed land use.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Masson to approve authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with the Warfighter Academy at 700 West Grand Avenue and adopt Resolution No. 2014-155. Motion carried unanimously.

5. **BID AWARD FOR THE PURCHASE OF NINETEEN POLICE INTERCEPTOR UTILITY VEHICLES -** Request Council approve the bid award of nineteen (19) 2015 Ford Police Interceptor vehicles to North County Ford in the amount of \$527,970.89, which includes sales tax, tire recycling fees and documentation fees. (File No. 0470-35)
Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2014-147

6. **RUBBERIZED PAVEMENT GRANT PROGRAM APPLICATION -** Request Council approve authorizing the Public Works Director or his designee to submit grant documents for Rubberized Pavement Grant Program funds for an amount up to \$250,000 from the California Department of Resources Recycling and Recovery (CalRecycle), and if awarded, to accept the grant funds and complete necessary documents required by CalRecycle for participation in the Pavement Program in conjunction with the Citywide annual pavement maintenance program. (File No. 0480-70)
Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-164

7. **BID AWARD FOR JESMOND DENE BALL FIELD LIGHTS** - Request Council approve waiving a minor bid irregularity, authorizing the bid award to Ace Electric, Inc., determined to be the lowest responsive and responsible bidder and authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$139,000 for the Jesmond Dene Ball Field Lights. (File No. 0600-10 [A-3128])

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-163

Councilmember Gallo asked for clarification of the large gap between the lowest and second lowest bids.

Julie Procopio, Assistant Public Works Director, answered that the City had worked with the lowest bid contractor in the past and their work was excellent.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to approve waiving a minor bid irregularity, authorizing the bid award to Ace Electric, Inc., determined to be the lowest responsive and responsible bidder and authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$139,000 for the Jesmond Dene Ball Field Lights and adopt Resolution No. 2014-163. Motion carried unanimously.

8. **MILLS ACT CONTRACT FOR A LOCAL REGISTER PROPERTY AT 309 EAST 5TH AVENUE (HP 14-0003)** - Request Council approve entering into a Mills Act Contract and approve the CEQA Exemption. (File No. 0880-10)

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

RESOLUTION NO. 2014-160

9. **MILLS ACT CONTRACT FOR A LOCAL REGISTER PROPERTY AT 538 EAST 9TH AVENUE (HP 14-0001)** - Request Council approve entering into a Mills Act Contract and approve the CEQA Exemption. (File No. 0880-10)

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

RESOLUTION NO. 2014-141

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/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

10. **LOCAL REGISTER DESIGNATION AND MILLS ACT CONTRACT FOR A RESIDENCE AT 831 SOUTH BROADWAY (HP 14-0002)** - Request Council approve listing the structure on the City's Local Register; authorize entering into a Mills Act Contract; and approve the CEQA Exemption. (File No. 0880-10)

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

RESOLUTION NO. 2014-140

Paul Bingham, Planning Division, gave the staff report and presented a series of slides.

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

Carol Rea, Escondido, urged Council to approve the Mills Act Contract.

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 Masson and seconded by Councilmember Diaz to approve listing the structure on the City's Local Register; authorize entering into a Mills Act Contract; approve the CEQA Exemption and adopt Resolution No. 2014-140. Motion carried unanimously.

11. RECOMMENDATIONS FOR ALLOCATION OF AFFORDABLE HOUSING FUNDS - Request Council approve authorizing Housing Staff to restrict 2013 and 2014 HOME Allocations for use as CHDO funds; authorize the Community Development Director to conditionally commit federal HOME/CHDO funds in the amount not to exceed \$1,000,000 to Community HousingWorks; authorize the Community Development Director to conditionally commit federal HOME funds and Successor Housing Agency funds in an amount not to exceed \$4,100,000 to Urban Housing Communities; authorize entering into an exclusive negotiating agreement with Solutions for Change for the development of 24-40 units of affordable multi-family rental units located at 1560-1574 South Escondido Boulevard; authorize the encumbrance of up to \$150,000 of Successor Housing Agency funds for predevelopment work and an amount not to exceed \$2,100,000 in future Successor Housing Agency funds; and authorize the Mayor and City Clerk to execute an Affordable Housing Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney. (File No. 0875-55)

Staff Recommendation: **Approval (Community Development Department/Housing; Barbara Redlitz)**

RESOLUTION NO. 2014-154R

Jay Petrek, Assistant Planning Director, and 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.

Steve Baker, Community Housing Works, thanked Council for their consideration of Community Housing Works rehabilitating Cypress Cove Apartments.

Mark Irving, Urban Housing Communities, urged Council approve their request to rehabilitate Escondido Manor Apartments.

Chris Megison, Solutions for Change, asked Council to approve their new construction project and support the Affordable Housing Agreements.

Ross Rose, Escondido, urged Council to approve the Cypress Cove Apartment rehabilitation request.

Lori Pfeiler, Habitat for Humanity, stated all of the proposed projects were worthwhile and asked Council to approve them.

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

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve authorizing Housing Staff to restrict 2013 and 2014 HOME Allocations for use as CHDO funds; authorize the Community Development Director to conditionally commit federal HOME/CHDO funds in the amount not to exceed \$1,000,000 to Community HousingWorks; authorize the Community Development Director to conditionally commit federal HOME funds and Successor Housing Agency funds in an amount not to exceed \$4,100,000 to Urban Housing Communities; authorize entering into an exclusive negotiating agreement with Solutions for Change for the development of 24-40 units of affordable multi-family rental units located at 1560-1574 South Escondido Boulevard; authorize the encumbrance of up to \$150,000 of Successor Housing Agency funds for predevelopment work and an amount not to exceed \$2,100,000 in future Successor Housing Agency funds; and authorize the Mayor and City Clerk to execute an Affordable Housing Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney and adopt Resolution No. 2014-154R. Motion carried unanimously.

CURRENT BUSINESS

- 12. APPOINTMENT TO HISTORIC PRESERVATION COMMISSION AND COMMUNITY SERVICES COMMISSION** - Request Council approve ratifying the Mayor's appointment to (1) fill an unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2016; and (2) fill an unscheduled vacancy on the Community Services Commission, term to expire March 31, 2016. (File No. 0120-10)

Staff Recommendation: **Ratify the Mayor's Appointment (City Clerk's Office: Diane Halverson)**

MOTION: Moved by Mayor Abed and seconded by Councilmember Masson to ratify Mayor Abed's appointment of Matthew Taylor to the Historic Preservation Commission. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Morasco to ratify Mayor Abed's appointment of Luther Goodson to the Community Services Commission. Motion carried unanimously.

WORKSHOP

- 13. DALEY RANCH RESTROOM WORKSHOP** - Request Council receive a brief presentation on the plans for the Daley Ranch restroom project and an update on special events at the Daley Ranch House. (File No. 0110-20)

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

Joyce Masterson, Economic Development & Community Relations Director, gave the staff report and presented a series of slides.

COUNCIL ACTION: NO ACTION, INFORMATION ONLY

- 14. PAVEMENT MAINTENANCE WORKSHOP** - Request Council receive a brief presentation on the status of the City's Pavement Management program. (File No. 0110-20)

Staff Recommendation: **Receive and File (Public Works Department/Engineering: Ed Domingue)**

Julie Procopio, Assistant Public Works Director, gave the staff report and presented a series of slides.

COUNCIL ACTION: NO ACTION, INFORMATION ONLY

FUTURE AGENDA

15. FUTURE AGENDA -

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 requested information from staff relating to setting up a workshop to discuss a homeless shelter by right that has been designated for an industrial park.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Diaz indicated the San Dieguito River Park JPA's new Interim Executive Director was working on new contract between the cities and the JPA. He has also established a new committee meeting time of Friday afternoon.

Councilmember Gallo stated that the Sprinter ridership was up 13%; North County Transit District was working on double tracking and they were replacing some of the wooden trestle rail bridges.

Mayor Abed indicated that he and Mayor Hall had been elected to the ECE and they were working on the branding effort. Also, SANDAG has approved the technical update for the smart growth concept map. LAFCO has voted to annex 30 acres at the Citracado Parkway extension.

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:50 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: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Masterson, Director of Economic Development and Community Relations
SUBJECT: Purchase of Pre-Fabricated Restroom for Daley Ranch

RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2014-175 authorizing the purchase of a pre-fabricated restroom for Daley Ranch from the Public Restroom Company of Minden, Nevada, in the amount of \$191,090 using the BuyBoard National Purchasing Cooperative.

FISCAL ANALYSIS:

City Council authorized funding for the restroom project in the amount of \$390,000 in the Fiscal Year 2014-2015 Capital Improvement Budget. These funds will be used to purchase the pre-fabricated restroom at a cost of \$191,090, as well as for site improvements that include a leach field, grading, retaining wall and two parking lot lights.

PREVIOUS ACTION:

City Council authorized funding for the restroom project in the amount of \$390,000 in the Fiscal Year 2014-2015 Capital Improvement Budget.

BACKGROUND:

City staff has determined that a pre-fabricated restroom is appropriate for Daley Ranch for the following reasons:

- Built in a fraction of the time vs. traditional construction
- Site preparation occurs concurrently with manufacturing
- Significant cost savings are achieved
- Factory labor is more efficient and less costly than subcontractor site labor
- Work is performed in controlled production environment
- Weather does not impact production
- Can be purchased using BuyBoard National Purchasing Cooperative

Purchase of Pre-Fabricated Restroom for Daley Ranch
November 19, 2014
Page 2

The BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school board associations to streamline the buying process for schools, municipalities and other public entities. It was developed to comply with state laws which require government entities to make purchases from an approved list of vendors who have gone through a competitive procurement process. The Public Restroom Company bid was awarded a contract with the National School Board's BuyBoard purchasing cooperative.

Article 5 Chapter 10 of the City of Escondido's Municipal Code authorizes the purchases of supplies and equipment utilizing cooperative purchasing programs. Other California agencies that have purchased facilities using the BuyBoard National Purchasing Cooperative include City of Placentia, City of Riverside and Hayward Area Recreation District.

A copy of the restroom proposal specifications is attached.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joyce Masterson".

Joyce Masterson
Director of Economic Development and Community Relations

RESOLUTION NO. 2014-175

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY COUNCIL TO
APPROVE, ON BEHALF OF THE CITY, THE
PURCHASE OF A PREFABRICATED
RESTROOM FOR DALEY RANCH FROM
THE PUBLIC RESTROOM COMPANY

WHEREAS, \$390,000 has been allocated in the Fiscal Year 2014-2015 Capital Improvement Budget for a public restroom at Daley Ranch; and

WHEREAS, the Director of Economic Development and Community Relations has determined that it is efficient and cost effective for the City of Escondido to purchase a pre-fabricated restroom from the Public Restroom Company in the amount of \$191,090, using the BuyBoard National Purchasing Cooperative; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school board associations to streamline the buying process for schools, municipalities and other public entities; and

WHEREAS, the BuyBoard National Purchasing Cooperative was developed to comply with state laws which require government entities to make purchases from an approved list of vendors who have gone through a competitive procurement process; and

WHEREAS, the Public Restroom Company bid was awarded a contract with the National School Board's BuyBoard purchasing cooperative (Parks & Recreation Equipment, Field Lighting Products & Installation) on October 1, 2013, and is valid until September 30, 2016; and

WHEREAS, such cooperative purchases are authorized by the Escondido Municipal Code; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to purchase a prefabricated restroom from the Public Restroom Company through the BuyBoard National Purchasing Cooperative. A copy of the restroom proposal specifications is attached as Exhibit "1" to this Resolution and is incorporated by this reference.

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 City Council accepts the recommendation of the Director of Economic Development and Community Relations.
3. That the City Council is authorized to approve, on behalf of the City, the purchase and installation of a prefabricated restroom at Daley Ranch from the Public Restroom Company through the BuyBoard National Purchasing Cooperative.



Final Proposal: Daley Ranch, Escondido, CA

Date: September 25, 2014

PRC offers to *furnish and install turn-key* the public restroom building quoted below for this project. We offer to construct off-site, deliver, and turn-key install the building on-site, subject to any exceptions noted in our "Scope of Work" herein.

Cost for the Restroom Building turn-key installed: \$191,090

Includes: Engineered CMU wall structure, fiber-cement board and batten exterior finish, 40-year composition shingle roof, tongue and groove ceiling with glu-lam beam structure, 6" x 6" post and truss at covered entry, 1/4" woven-wire stainless steel gable vent screens, cast aluminum Title-24 compliant signage, 14 gauge entry doors and anti-microbial door pulls, stainless steel hi-10 drinking fountain in alcove, vitreous china plumbing fixtures with sensor flush valves and faucets, phenolic (Bohrick SCRC) toilet partitions with stainless steel hardware, 20 gallon water heater, pressure booster, lockable hose bib at each restroom under lavatories and under exterior drinking fountain, 200 amp panel, LED lighting (lifetime warranty in user areas), Xelerator hand dryers, waterproof exterior outlet, interior lighting controlled by time clock, exterior lighting controlled by photocell with bypass switches, and a 5 year warranty.

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Owner/General Contractor Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor's responsibility to properly mark them and verbally notify PRC before installation.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution:

If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.

4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their Subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms –No Deposits, Pay When Paid:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification. We make sure our billing to you coincides with the owner's requirement for monthly billing dates.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. *Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.*

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities Under the Prefabricated Building:

We fabricate off-site an underground utility (electrical, water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will excavate the trenches to the proper depth per local code and set the plumbing and electrical prefabricated piping trees into code depth excavated trenches.

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The Owner/General Contractor brings utility services to within 6' of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 90 day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the Owner/General Contractor has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Traffic control requirements coordinated by the Owner.
2. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
3. Sidewalks outside the building footprint.
4. Survey, excavation, and installation of the building pad and footings (if required) per our attached plans.
5. Soil conditions not suitable for bearing 1500 psf.
6. Improper water pressure, an undersized meter, or improper water flow to the building.
7. Building chlorination is by Owner/General Contractor.
8. Bonds, building permits, site survey, special inspection fees, minor trash removal, final utility connections, minor plumbing leaks if water is not available when building site work installation is complete, site soils or improvements if damaged during installation, landscaping.
9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to you.
10. The Owner/General Contractor shall be responsible for minor site debris removal or a location for placement on site, (nominally one pickup truck of shipping materials.)

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that

insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the Owner and General Contractor as additional insured during this period.

PRC provides the Owner and General Contractor a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of commercial quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. PRC will furnish a 20 year warranty on the structural components of each building.

Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address. This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and Owner/General Contractor receipt of a contract from the owner or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of PRC.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Disposition of Property: 1751 Citracado Parkway, Lot #202 at Mountain Shadows Mobile Home Park

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-171 authorizing the Real Property Manager and City Clerk to execute documents necessary to complete the sale of 1751 Citracado Parkway, Lot #202 at Mountain Shadows Mobile Home Park.

FISCAL ANALYSIS:

Sales proceeds in the amount of \$98,000, less closing costs and commissions will be deposited into the Housing Successor Agency Fund.

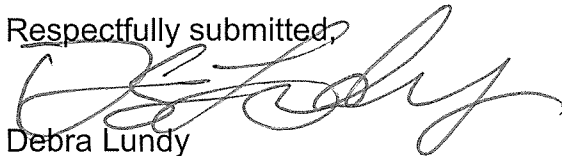
PREVIOUS ACTION:

N/A

BACKGROUND:

The subject property was marketed by an outside broker in a concurrent sale with the mobile home coach owner at a listing price of \$100,000 (land only). The City received four offers and countered each of them at \$98,000 all cash, subject to City Council approval. Buyers Mailhot/Revuelta accepted the City's proposed terms and the parties now desire to move forward with the transaction through escrow.

Respectfully submitted,



Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A GRANT DEED AND NECESSARY ESCROW DOCUMENTS FOR THE SALE OF 1751 WEST CITRACADO PARKWAY, LOT #202, TO FLORINDA MAILHOT AND OCTAVIO REVUELTA

WHEREAS, there is a certain City-owned real property, 1751 West Citracado Parkway, Lot #202, located in the Mountain Shadows Mobile Home Park, in Escondido (the "Property"); and

WHEREAS, the City offered the Property for a sales price of \$100,000 and received four offers. The City countered all four offers at \$98,000, subject to City Council approval, which conditional counter was accepted by Buyer, Florinda Mailhot and Octavio Revuelta; and

WHEREAS, the City wishes to sell the Property at \$98,000 and to enter into escrow with the Buyer; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer.

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 Real Property Manager is authorized to execute, on behalf of the

RECORDING REQUESTED BY

Western Resources Title

AND WHEN RECORDED MAIL DOCUMENT TO:

Florinda Mailhot and Octavio Revuelta
1851 Citracado Parkway #202
Escondido, CA 92029

Resolution No. 2014-171
EXHIBIT 1
Page 1 of 2

Space Above This Line for Recorder's Use Only

A.P.N.: 235-162-28-33

File No.: 2002-83572 (BH)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$107.80; CITY TRANSFER TAX \$0.00;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Escondido**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **City of Escondido**

hereby GRANTS to **Florinda Mailhot and Octavio Revuelta**

the following described property in the City of **Escondido**, County of **San Diego**, State of **California**:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/209TH FEE SIMPLE INTEREST IN AND TO LOTS 1 THROUGH 17 AND A THROUGH U OF ESCONDIDO TRACT NO. 776, ACCORDING TO MAP THEREOF NO. 12854, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 3, 1991.

EXCEPTING THEREFROM THE FOLLOWING:

A. LIVING UNITS 1 THROUGH 209 AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN KNOWN AS THE MOUNTAIN SHADOWS CONDOMINIUM PLAN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 3, 1991 AS INSTRUMENT NO. 1991-0449967 OF OFFICIAL RECORDS.

PARCEL 2:

UNIT NO. 202 AS SHOWN AND DEFINED UPON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT OF THE COMMUNITY COMMON AREA, WHICH EASEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION RECORDED SEPTEMBER 13, 1991 AS INSTRUMENT NO. 91-471190 OF OFFICIAL RECORDS, AND THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE MOUNTAIN SHADOWS MOBILE PARK ASSOCIATION.

A.P.N.: 235-162-28-33

File No.: 2002-83572 (BH)

Dated: **October 28, 2014**

City of Escondido

Resolution No. 2014171
EXHIBIT 1
Page 2 of 2

By: Debra Lundy, Real Property
Manager

STATE OF _____)SS
COUNTY OF _____)

On _____, before me, _____, Notary
Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature

This area for official notarial seal

A.P.N.: 235-162-28-33

File No.: 2002-83572 (BH)

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Don Rawson, Emergency Management Coordinator
Allegra Frost, Deputy City Attorney

SUBJECT: Update to Chapter 7, Local Emergency, of the Escondido Municipal Code

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance 2014-16 amending Chapter 7 of the Escondido Municipal Code pertaining to local emergencies. This Ordinance updates the Code in order to conform to current law and practices.

BACKGROUND:

Chapter Seven, Local Emergency, of the Escondido Municipal Code was initially adopted in 1972. With the exception of Section 7-16, which was added in 1991, the Chapter has not been amended since it was first adopted.

Chapter Seven provides for the preparation and carrying out of plans for the protection of people and property within the City in the event of an emergency. The Chapter also provides for the coordination of emergency functions with all public agencies, corporations, and affected persons. Section 7-3 creates the Disaster Council, which is in conformance with state law. While the Director of Emergency Services handles events during an actual emergency, the Disaster Council has authority to develop emergency and mutual aid plans, and to recommend for adoption by the City Council ordinances, resolutions, rules or regulations which the Disaster Council believes are necessary to implement the plans. For example, on May 7, 2014, the City Council adopted an updated Emergency Operations Plan, as recommended by Fire Chief Michael Lowry, a member of the Disaster Council. The Emergency Operations Plan is essential because it provides a comprehensive guide for the City's emergency response and complies with Federal, State and County of San Diego requirements.

The Chapter also designates the City Manager as the Director of Emergency Services. Section 7-6 vests the Director of Emergency Services with various powers and duties, including the power to proclaim an emergency when the City Council is not in session. When the Director of Emergency Services proclaims an emergency, the City Council must ratify the proclamation within seven days. For example, on May 21, 2014, the City Council ratified a local emergency proclamation issued by the Director of Emergency Services' designee. A declaration of emergency is essential in an emergency because it provides the city with additional powers to protect citizens and property, and to secure disaster aid from local, state and federal agencies. In addition, the declaration provides necessary

November 19, 2014
Page 2

immunities connected to the emergency response and allows the city to obtain certain monies from state and federal agencies.

The proposed amendments will delete references to the "assistant director of emergency services," update the powers and duties of the Disaster Council and clarify that a violation of Section 7-10, Prohibited Conduct, is a misdemeanor. A red-lined version of Chapter 7 of the Code showing the recommended changes is attached for your review.

Respectfully submitted,



Don Rawson
Emergency Management Coordinator



Allegra Frost
Deputy City Attorney

Attachment: Red-lined version of Chapter 7 of the Code

Escondido Municipal Code
Chapter 7 – Local Emergency

Sec. 7-1. Definitions.

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Escondido caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat.

Sec. 7-2. Purposes of chapter.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons and property within this city in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations, and affected private persons. This chapter is no way limits the authority of the chiefs of emergency services, or their designees, to participate in the San Diego Unified Disaster Council.

Sec. 7-3. Disaster council created; membership.

The City of Escondido Disaster Council is hereby created and shall consist of the following:

(a) The mayor, who shall be chair ~~man~~person.

(b) The director of emergency services, who shall be vice chair ~~man~~person.

~~(c) The assistant director of emergency services.~~

~~(cd)~~ Such chiefs of emergency services as are provided for in a current emergency plan of this city, adopted pursuant to this chapter.

~~(de)~~ Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director of emergency services with the advice and consent of the city council.

Sec. 7-4. Disaster council powers and duties.

The City of Escondido Disaster Council is hereby empowered to carry out the duties described in Article Ten of Chapter Seven of Division One of Title Two of the Government Code. It shall be the duty of the City of Escondido Disaster Council, and it is hereby empowered, to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The disaster council shall meet upon call of the chairmanperson, or, in histhe chairperson's absence from the city or inability to call such meeting, upon call of the vice-chairpersonman.

By enacting this chapter, the City hereby agrees to comply with the California Emergency Services Act, Chapter Seven of Division One of Title Two of the Government Code, and to follow the rules and regulations established by the California Emergency Council under the provisions of the California Emergency Services Act.

Sec. 7-5. Offices of director ~~and assistant director~~ of emergency services created; city manager designated director.; ~~appointment of assistant director.~~

(a) There is hereby created the office of director of emergency services. The city manager, or the city manager's designee, shall be the director of emergency services.

~~(b) There is hereby created the office of assistant director of emergency services who shall be appointed by the director.~~

Sec. 7-6. Powers and duties of the director ~~and assistant director~~ of emergency services.

(a) The director is hereby empowered to:

(1) Request the city council to proclaim the existence or threatened existence of an "emergency" if the city council is in session, or to issue such proclamation if the city council is not in session. Whenever an "emergency" is proclaimed by the director, the city council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect.

(2) Request the governor to proclaim a "state of emergency" when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency.

(3) Control and direct the effort of the emergency organization of this city for the accomplishment of the purposes of this chapter.

(4) Direct cooperation between and coordination of services and staff of the emergency organization of this city; and resolve questions of authority and responsibility that may arise between them.

(5) Represent this city in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

(6) In the event of the proclamation of an “emergency” as herein provided, the proclamation of a “state of emergency” by the governor or the director of the state office of emergency services, or the existence of a “state of war emergency”, the director is hereby empowered:

(a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;

(b) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use, within the confines of the Municipal Code and state law;

(c) To require emergency services of any city officer or employee and, in the event of the proclamation of a “state of emergency” in the county, in which this city is located or the existence of a “state of war emergency”, to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;

(d) To requisition necessary personnel or material of any city department or agency; and

(e) To execute all of his ordinary power as city manager, all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto adopted by the city council, all powers conferred upon him by any statute, by any agreement approved by the city council and by any other lawful authority.

(f) The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the city council.

(g) The ~~assistant~~ director of emergency services shall, ~~under the supervision of the director and~~ with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this city; ~~and shall have such other powers and duties as may be assigned by the director.~~

Sec. 7-7. Emergency organization.

All officers and employees of this city, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of section 7-6(a)(6)(c) of this chapter, be charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the City of Escondido.

Sec. 7-8. Emergency Operations Plan.

The City of Escondido Disaster Council shall be responsible for the development of the City of Escondido Emergency Operations Plan, which plan shall provide for the effective mobilization of all the resources of this city, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency, and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the city council.

Sec. 7-9. Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Escondido.

Sec. 7-10. Prohibited conduct.

It shall be a misdemeanor, punishable by a fine of not to exceed one thousand dollars (\$1,000), or by imprisonment for not to exceed six (6) months, or both, for any person, during an emergency, to~~no person shall:~~

(a) Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter.

(b) Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.

(c) Wear, carry, or display without authority, any means of identification specified by the emergency agency of the state.

Secs. 7-11—7-15. Reserved.

Sec. 7-16. Cost recovery for local emergencies.

(a) Whenever a local emergency is declared pursuant to this chapter or pursuant to Government Code Section 8630 et seq., all costs incurred by the city in response to such emergency, both before and after such declaration and after its expiration shall be a charge against the party or parties responsible for the emergency. Such costs shall include, but shall not be limited to, all police, fire and other emergency response costs, all traffic control costs, all evacuation and relocation costs, all crowd control costs, all cleanup costs, all investigation costs, all response costs of the city and all mutual aid costs. Such costs shall include both regular time and overtime of city employees and city contract employees.

(b) Except where the responsible party is a commercial enterprise pursuing its commercial operation, in no event shall the costs imposed pursuant to this section exceed one million dollars (\$1,000,000.00).

(c) The liability imposed pursuant to this section constitutes a debt of the responsible party and is collectible by the city in the same manner as in the case of an obligation under contract, express or implied.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Michael Lowry, Fire Chief
SUBJECT: FY14 State Homeland Security Grant Program (SHSGP) Grant Acceptance

RECOMMENDATION:

It is requested that Council accept \$119,050 in funding from the Department of Homeland Security (DHS) for the FY14 State Homeland Security Grant Program (SHSGP). It is also requested that Council authorize the Fire Chief to execute, on behalf of the City, all documents required for the management of this grant and that Council approve the necessary budget adjustment to establish new projects for tracking of these grant funds.

FISCAL ANALYSIS:

The SHSGP is 100% federally funded. No matching funds are required and the City will be reimbursed for all expenditures. With Council approval, the City will receive a total of \$119,050 and funds will be used for the following items:

- \$22,845 – Strengthen Communications Capabilities: Funds will be used to purchase Project 25 (P25) replacement portable radios for police first responders.
- \$36,680 – Enhance Catastrophic CBRNE and All Hazards Incident Planning and Response Capabilities: After the 2014 fires, safety assessments were conducted which highlighted the need for law enforcement personnel to wear protective fire gear. Funds will be used to purchase Wildland Personal Protective Equipment (PPE) for police first responders who respond to fire emergencies.
- \$20,842 – Enhance Community Resilience: Funds will be used to support training of CERT volunteers and planning activities which will increase public education, information and awareness.
- \$38,683 – Enhance Protection of Critical Infrastructure and Key Resources: Funds will be used to develop and update pre-incident maps and to replace gate control head readers with a card reader in order to enhance the protection of critical infrastructure.

PREVIOUS ACTION:

On May 14, 2003 Council authorized the Fire Chief to participate in the DHS Homeland Security Grant Program. Council has approved several previous items relating to the SHSGP. Under this multi-year grant program, Council has accepted funds from FY02 through FY13. The most recent Council action was taken on November 6, 2013 when Council authorized the acceptance of the FY13 SHSGP grant.

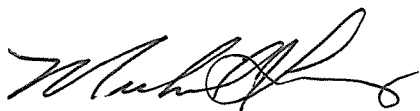
BACKGROUND:

The SHSGP is multi-year grant program. The City began receiving DHS grant funding in 2003 and funding has continued each subsequent year at varying levels. The FY14 SHSGP is a continuation of Federal funding from the DHS. An example of some items purchased from previous DHS funding for Police and Fire first responders are: Personal Protective Equipment (PPE), breathing apparatus, Hazardous Material bags, boots, gloves, suits, an explosive detection K-9, thermal imagers, chemical and radiological detection equipment, portable and mobile radios (for Police, Fire and Public Works), surveillance equipment for City Hall, and the Police/Fire Mobile Command Vehicle. In addition, funds have also been used for Emergency Operations Center (EOC) exercises and Emergency Management training and planning.

SUMMARY:

The SHSGP funds are intended to enhance first responder safety and readiness when responding to acts of terrorism as well as other natural or man-made disasters. Equipment, planning and training monies provided with these grant funds are invaluable and will improve our ability to respond to numerous types of incidents, whether it be an act of terrorism, a major wildland fire or a building collapse caused by a major earthquake. Without these grants a significant amount of funding from the City's General Fund would be required to meet the needs of these unique types of incidents. The FY14 SHSGP funds will be used to continue strengthening and sustaining the City's preparedness capabilities.

Respectfully submitted,



Michael Lowry
Fire Chief



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 5, 2014
Department: Fire Department
Division: Administration
Project/Budget Manager: Lisa Palmer 5407
Council Date (if applicable): November 19, 2014

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes entries for SHSGP - Equipment, SHSGP - Planning, and Federal Grant - Revenue.

Explanation of Request:

The Police and Fire Departments are requesting a budget adjustment in order to establish projects to track funding for the grant award of \$119,050 from the Department of Homeland Security (DHS) for the FY2014 State Homeland Security Grant Program (SHSGP).

APPROVALS

Department Head signature and date 11/6/14
Finance signature and date 11/10/14
City Manager and City Clerk signature and date lines

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services
Karen Youel, Management Analyst

SUBJECT: Housing Related Parks Program Funds Budget Adjustments

RECOMMENDATION:

It is requested that Council adopt Reso 2014-168 accepting \$674,850 in 2013 Department of Housing and Community Development ("HCD") Housing-Related Park ("HRP") program funds and approve budget adjustments for 2013 HRP funds and reallocating \$29,248 in 2011 HRP funds.

FISCAL ANALYSIS:

The City received a 2011 HRP grant award of \$251,275 from HCD awarded on June 20, 2012. The City was informed of a 2013 HRP award of \$674,850 on July 1, 2014. No match is required.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Neighborhood Improvement through maintenance of recreational facilities, programs and parks.

PREVIOUS ACTION:

On April 25, 2012, Council authorized an application to HCD for 2011 HRP Program funds and the acceptance of grant funds if awarded, via Resolution No. 2012-57.

On November 14, 2012, Council approved a budget adjustment in order to expend \$251,275 in grant funds. Approved projects included \$131,000 for improvements to Jim Stone Pool, \$80,000 for new playground equipment at Grape Day Park, and \$10,000 for rehabilitation of the tennis court at Washington Park. The remaining funds, \$30,275, were to be used for a project at Grape Day Park at the recommendation of the Grape Day Park Task Force.

On January 15, 2014, Council authorized an application to the HCD for 2013 HRP Program funds and the acceptance of grant funds if awarded, via Resolution No. 2014-01. The application included four projects: rehabilitating the James Stone and Washington Park pools, Washington Park court resurfacing, and improving/replacing monument and building signs at the EVCC.

BACKGROUND:

The City of Escondido received two Housing Related Parks Program grants for \$251,275 and \$674,850 from the State of California HCD. Grants are provided to California cities that have completed low-income housing projects during specific time periods. The funds to provide the grants were approved through an initiative process, Proposition 1C, the Housing and Emergency Shelter

Trust Fund Act of 2006, Health and Safety Code Section 53545, subdivision (d). The grant funds must be used in low-income areas that are park deficient based on density of population. The funds may be used for new facilities or to renovate existing facilities.

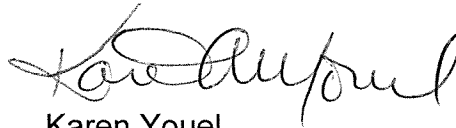
On November 14, 2012, Council approved \$80,000 for new playground equipment at Grape Day Park, and \$30,275, to be used for a Grape Day Park Improvement Project at the recommendation of the Grape Day Park Task Force. The Grape Day Park Task Force has recommended that all but \$1,027 of these funds be dedicated to the construction of new playground facilities in the Park.

Staff requests that 2013 HRP funds be allocated to three projects: \$548,600 for the restoration of the pool at Grape Day Park; \$75,000 for the rehabilitation of Washington Park Pool; and \$51,250 for improving/replacing monument and building signs at the EVCC.

Respectfully submitted,



Loretta McKinney
Director of Library & Community Development



Karen Youel
Management Analyst



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 19, 2014

Department: Community Services

Division: Recreation

Project/Budget Manager: Amy Shipley 6269
Name Extension

Council Date (if applicable): November 19, 2014
(attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Jim Stone Pool Improvements	401-0000-509301	548,600	
Washington Park Pool	401-0000-New	75,000	
EVCC Signage	401-0000-New	51,250	
HCD Housing-Related Park	401-4127-New	674,850	
Playground Equipment @ Grape Day	401-0000-509302	29,248	
Grape Day Park Improvements	401-0000-509304		29,248

Explanation of Request:

The City has been awarded \$674,850 in 2013 HCD Housing-Related Park (HRP) program funds. Allocate to projects approved in staff application for grant funds; additionally, partial reallocation of \$29,248 in 2011 HRP funds.

APPROVALS

<u></u>	<u>11/10/14</u>	_____	_____
Department Head	Date	City Manager	Date
<u></u>	<u>11/10/14</u>	_____	_____
Finance	Date	City Clerk	Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2014-168

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING EXECUTION OF STATE
STANDARD AGREEMENT FOR HOUSING
RELATED PARKS PROGRAM GRANT

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA"), dated October 2, 2013, under its Housing-Related Parks ("HRP") Program; and

WHEREAS, by Resolution Number 2014-01, City of Escondido ("Applicant") was authorized to apply for a HRP Program Grant and submitted the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, the Department awarded Applicant an HRP Program Grant in the amount of \$ 674,850.

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. Applicant is hereby authorized and directed to enter into, execute, and

deliver a State of California Standard Agreement (“Standard Agreement”), for an HRP Program Grant in the amount of \$674,850, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the “HRP Grant Documents”).

3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, which is attached to this Resolution as Exhibit “1” and incorporated by this reference. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit “A” of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

4. That the Director of Library and Community Services or her designee is authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 330, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



OCT 17 2014

Ms. Loretta McKinney
Director, Library and Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025

Dear Ms. McKinney:

**Re: Housing-Related Parks Program
Contract No. 13-HRPP-9205**

Attached is an electronic copy of the State's Housing-Related Parks (HRP) Program Standard Agreement which includes the following:

- Standard Agreement (Std. 213)
- Exhibit A – Authority, Purpose, and Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – State of California General Terms and Conditions (Incorporated by reference)
- Exhibit D – HRP Program General Terms and Conditions
- Exhibit E – HRP Program Special Terms and Conditions

To ensure efficient processing of the Standard Agreement, please do the following:

1. Review the Standard Agreement thoroughly and if necessary discuss the requirements with your legal and financial advisors;
2. Print five (5) copies of the Standard Agreement, Std. 213 cover page.
3. Ensure all copies of the Standard Agreement are signed by the appropriate authorized official as designated in the resolution. Please be sure to include the printed name, title and date signed. If a signed resolution was not submitted with the HRP Program Application, please return a certified copy of the resolution along with the signed Standard Agreement copies.
4. Return the five (5) copies of the Standard Agreement along with a certified copy of the resolution, if needed; no later than 30 days from the date of this letter to:

Department of Housing and Community Development
Business and Contract Services Branch
P.O. Box 952050
Sacramento, CA 94252-2050

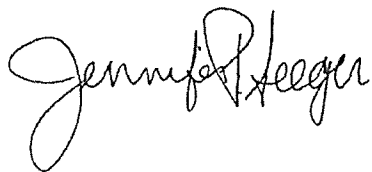
City of Escondido
13-HRPP-9205
Page 2 of 2

Standard Agreements not returned within the required 30-day period may be subject to cancellation by the Department.

Maintain the electronic version of the Standard Agreement (Std. 213 and Exhibits A through D) in your pending file. Upon receipt of the five (5) original, signed Standard Agreement cover pages, HCD will complete the approval process and send you an electronic copy of the completed, fully executed, original Standard Agreement along with an originally signed copy sent by U.S. Mail.

Please contact Lindy Suggs, your HRP Program representative, at lindy.suggs@hcd.ca.gov or (916) 263-7433 if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Jennifer P. Seeger
HRP Program Manager

cc: Karen Youel, Management Analyst

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
 13-HRPP-9205
 REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
 City of Escondido

2. The term of this Agreement is: **Upon HCD Approval through 09/30/2016**

3. The maximum amount of this Agreement is: **\$674,850.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED: 7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)		
City of Escondido		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
201 North Broadway, Escondido, CA 92025		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cathy Parr, Contracts Manager, Business & Contract Services Branch		
ADDRESS		
2020 W. El Camino Ave, Sacramento, CA 95833		

Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. **Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

2. **Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. **Scope of Work**

Replacement of building and monument signs at East Valley Community Center; Rehabilitation of Jim Stone Pool; and Rehabilitation of community pool and tennis courts at Washington Park.

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. **Grant Amount**

The total amount of this Grant is \$ 674,850.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERAL TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

EXHIBIT E

HRP PROGRAM SPECIAL TERMS AND CONDITIONS

HRP Program Grant

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: State of California 9-1-1 For Kids Funding

RECOMMENDATION:

It is requested that Council accept \$2,901.62 in funds from the State of California 9-1-1 Emergency Communications Office; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Funds allocated to the City will be used to purchase 9-1-1 educational materials.

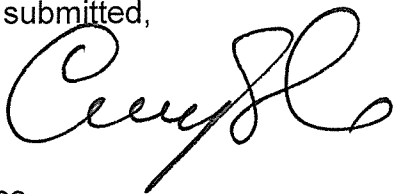
PREVIOUS ACTION:

On December 11, 2013, Council accepted \$3,050.30 in funds from the State of California 9-1-1 Emergency Communications Office for the 9-1-1 For Kids program.

BACKGROUND:

The Escondido Police Department has qualified for funding to reimburse costs for 9-1-1 education materials. Each year Escondido Public Safety Dispatchers visit local schools and provide information about how students can correctly use 9-1-1. The 9-1-1 For Kids educational material focuses on appropriate reasons to call 9-1-1, how to properly dial 9-1-1 and what to say to the 9-1-1 dispatcher.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 10, 2014
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): November 19, 2014
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4127-451-New Project Number, \$2,901.62) and Police Grants (451-New Project Number, \$2,901.62).

Explanation of Request:
A budget adjustment is needed to spend FY 2014-15 State of California 9-1-1 For Kids Funds for 9-1-1 educational material.

APPROVALS
Department Head: [Signature] 11-10-14
Finance: [Signature] 11/12/14
City Manager: _____ Date
City Clerk: _____ Date

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2014-15 State of California Citizens' Options for Public Safety (COPS) Program Grant

RECOMMENDATION:

It is requested that Council authorize the Police Department to accept a FY 2014-15 Citizens' Options for Public Safety (COPS) Program Grant in the amount of \$232,304; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay salary and overhead expenses for temporary part-time employees.

PREVIOUS ACTION:

On January 8, 2014, City Council accepted a FY 2013-14 COPS Program Grant in the amount of \$232,796.

BACKGROUND:

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for purposes of the Citizens' Options for Public Safety (COPS) Program. In September 2000 the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Options for Public Safety (COPS) allocations.

As a result of these actions, the City of Escondido will receive a FY 2014-15 COPS Grant. Due to the uncertainty of the funding level and the continued possibility of a statewide reallocation of funds, as was experienced in past years, the State has recommended that each city adopt a conservative spending plan and if necessary, amend that plan later in the year when more information is available. The minimum award per jurisdiction is \$100,000.

According to the law, COPS funds may only be spent to provide front-line law enforcement services, which include anti-gang, crime prevention and juvenile justice programs. They may not supplant existing funding and they must supplement law enforcement services.

Government Code Section 30061 requires that Supplemental Local Law Enforcement Fund monies allocated to counties must be deposited in a Supplemental Law Enforcement Services Fund (SLESF). Cities who receive SLESF allocations must deposit them in their own SLESF prior to expending funds. SLESF allocations may not be intermingled with other city funds and they must draw interest until spent. The City of Escondido established a SLESF account in 1996 and has maintained it since that time for COPS grant allocations.

Cities that receive SLESF allocations must submit an approved expenditure plan to the County COPS Program Coordinator. The Police Department has examined needs for law enforcement services in the community and recommends to use this year's COPS allocation to fund salary and benefits for temporary part-time positions that, due to budget constraints, have been reduced or eliminated from the General Fund Budget. Positions funded by the allocation may include, data entry technicians, custody transport officers, range masters, polygraphers, a 290 (Sex Registrant) Coordinator, a background investigator, a forensic technician, a property and evidence technician, a department specialist in the Internal Affairs Unit, a department specialist in the Traffic Division, and department specialists in the Administration Division.

If approved, the \$232,304 expenditure plan, which includes salaries and benefit expenses for temporary part-time employees, will enhance front-line law enforcement and benefit public safety programs within the community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Craig Carter', written in a cursive style.

Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 10, 2014
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): November 19, 2014
(attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4127-450-New project number	\$232,304	
Police Grants	450-New Project Number	\$232,304	

Explanation of Request:
A budget adjustment is needed to spend grant funds for part-time salaries and overhead to support Police activities.

APPROVALS

 11-10-14
Department Head Date
 11/12/14
Finance Date

City Manager _____ Date _____
City Clerk _____ Date _____

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11
Date: **November 19, 2014**

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: FY 2014 California Identification Systems Remote Access Network User Agreement (Cal-ID)

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to enter into a CAL- ID User Agreement with the County of San Diego and authorize the Chief of Police and Police Department staff to submit agreement documents on behalf of the City.

FISCAL ANALYSIS:

This total cost of the Cal-ID User Agreement was budgeted in the Police Department General Fund Budget under the Professional Services Category.

PREVIOUS ACTION:

None

BACKGROUND:

The state of California Department of Justice maintains an automated system, called Cal-ID, for retaining and identifying fingerprints, palm prints, and photos. Local law enforcement agencies are eligible to use this system through a Remote Access Network (RAN). The San Diego County Sheriff's Department is the County's proprietary agency for local access to the information retained by Cal-ID. Your action to authorize the Escondido Police Department to enter into a CAL- ID User Agreement will allow eligible police department staff members to access the Cal-ID system.

Respectfully submitted,



Craig Carter
Chief of Police



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: **November 19, 2014**

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: FY 2014 Urban Area Security Initiative (UASI) Grant – Communications Center Microwave Radios

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept FY 2014 Urban Area Security Initiative (UASI) Grant funds in the amount of \$210,000; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

It is also requested the Council adopt Resolution 2014-176.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay for communication equipment.

PREVIOUS ACTION:

On October 2, 2013, Council accepted a FY 2011 Urban Area Security Initiative (UASI) Grant in the amount of \$55,000 for replacement police radios and accessories.

BACKGROUND:

The Escondido Police Department received a \$210,000 Urban Area Security Initiative (UASI) Grant from the Department of Homeland Security through the City of San Diego. Grant funds will cover the cost of equipment, system integration and technical services for a public safety microwave radio backhaul system. The Regional Communication System (RCS) public safety microwave radio backhaul system connects the City's radio system to the county-wide radio network. This county-wide system is being upgraded and to maintain interoperable communication the City's system must be converted to an internet protocol (I.P.) system.

Respectfully submitted,

Craig Carter
Chief of Police

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2014 Urban Area Security Initiative (UASI) Grant

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept FY 2014 Urban Area Security Initiative (UASI) Grant funds in the amount of \$100,000; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay for police officer training equipment.

PREVIOUS ACTION:

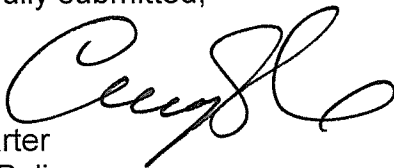
On October 2, 2013, Council accepted a FY 2011 Urban Area Security Initiative (UASI) Grant in the amount of \$55,000 for replacement police radios and accessories.

BACKGROUND:

The Escondido Police Department has received a \$100,000 Urban Area Security Initiative (UASI) Grant from the Department of Homeland Security through the City of San Diego. Grant funds will be used to purchase a police training simulator system. This training system allows officers to experience simulated, realistic situations on multiple screens with real video.

If approved, grant funds will enhance front-line law enforcement training opportunities.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 10, 2014
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Council Date (if applicable): November 19, 2014

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4128-451-New Project Number, \$100,000) and Police Grants (451- New Project Number, \$100,000).

Explanation of Request:

A budget adjustment is needed to spend grant funds for a police training simulator system.

APPROVALS

Department Head (Signature) Date 11-10-14
City Manager Date
Finance (Signature) Date 11/12/14
City Clerk Date

Distribution (after approval): Original: Finance



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2014 Operation Stonegarden Grant

RECOMMENDATION:

It is requested that Council authorize the Police Department to accept FY 2014 Operation Stonegarden Grant funds in the amount of \$50,000 from the California Emergency Management Agency (CALEMA) through San Diego County; authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed for overtime expenses related to enforcement in support of Department of Homeland Security goals.

FISCAL ANALYSIS:

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

PREVIOUS ACTION:

On March 19, 2014, Council accepted a FY 2013 Operation Stonegarden Grant in the amount of \$50,000 to pay overtime expenses.

BACKGROUND:

The Escondido Police Department received a \$50,000 FY 2014 Operation Stonegarden Grant from the California Emergency Management Agency. Consistent with grant guidelines, funds will be used to support U.S. Department of Homeland Security Bureau of Customs and Border Protection efforts in the region to improve border security. The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations. This grant will provide operational funding to enforce local and State laws, within our jurisdiction, to target human trafficking, narcotics trafficking, criminal alien gang activity, and weapons trafficking. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

If approved, grant funds will support crime prevention and suppression in the City of Escondido.

Respectfully submitted,

Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 10, 2014
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Council Date (if applicable): November 19, 2014

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4128-451-New Project Number, \$50,000) and Police Grants (451-New Project Number, \$50,000).

Explanation of Request:

A budget adjustment is needed to spend grant funds for FY 2014 Operation Stonegarden overtime.

APPROVALS
Department Head: Jodi Coe, Date: 11-10-14
Finance: Jodi Coe, Date: 11/12/14
City Manager, Date
City Clerk, Date

Distribution (after approval): Original: Finance

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Budget Adjustment for Sustainable Communities Planning Grant and Incentives Program

RECOMMENDATION:

It is requested that Council approve a budget adjustment for state Sustainable Communities Planning Grant and Incentive Program funds to prepare and update Area Plans for a combined South Escondido Boulevard/South Quince Street Target Area. It is further requested that Council authorize the release of a Request for Qualifications (RFQ) in order to solicit consultant responses for preparation of the combined Area Plans.

FISCAL ANALYSIS:

Updates for area plans have been identified as General Plan implementation measures. The budget to update plans for a combined South Escondido Boulevard/South Quince Street Target Area is anticipated at approximately \$175,000. The Strategic Growth Council has awarded \$172,754 for this project. Available funds in the General Plan Implementation CIP account will pay for expenditures not allowed by the grant.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Economic Development and Neighborhood Improvement.

GENERAL PLAN ANALYSIS:

The General Plan was adopted in May 2012 via Resolution 2012-52.

This South Escondido Boulevard Target Area and South Quince Street Target Area are further defined in as General Plan Figures 11-19, "Target Areas" c, d, e, and f. These interconnected Target Areas comprise approximately 420 acres of Escondido's more established and older sectors that extend 2.25 miles along Centre City Parkway and Escondido Boulevard. The current South Escondido Boulevard Neighborhood Plan was adopted in July 1996 and requires extensive updating to include recently adopted General Plan policies promoting sustainability, smart growth principles, healthy lifestyles, and economic prosperity.

These combined Target Areas involve a variety of land uses including industrial, high density multi-family, general commercial, and residential/commercial mixed use. General Plan guiding principles for these Target Areas include:

- 1) Incorporate smart growth principles, promote increased density and intensity near transit, encourage façade improvements, property revitalization and integrate public/private recreational space.
- 2) Consider opportunities and incentives for increasing employment densities and attracting businesses with salaries that raise the city's median income and improving the jobs/housing balance.
- 3) Provide adequate infrastructure and include strategies for the development of neighborhood parks.
- 4) Create standards to facilitate the establishment of child care homes and centers.
- 5) Establish development standards and design guidelines to ensure quality architecture and landscaping, adequate off-street parking, on-site open space and recreational areas.

PREVIOUS ACTION:

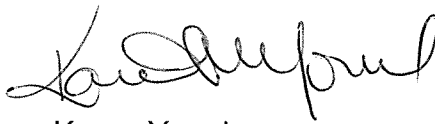
On February 12, 2014, Council authorized an application to the Strategic Growth Council for Sustainable Communities Planning Grant and Incentive Program funds, and the acceptance of grant funds if awarded, via Resolution No. 2014-23.

BACKGROUND:

The Department of Conservation (DOC) manages competitive grants to develop and implement plans that reduce greenhouse gas emissions and achieve other sustainability objectives on behalf of the Strategic Growth Council. The Sustainable Communities Planning Grant and Incentives Program provides an opportunity to improve and support infill development and equity through improving existing infrastructure; protecting and conserving natural resources; and encouraging efficient development partners in areas with projected growth through a collaborative and coordinated approach. Staff will release an RFQ in November /December 2014.

Respectfully submitted,


Barbara J. Redlitz
Director of Community Development


Karen Youel
Management Analyst



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 19, 2014
Department: Community Development
Division: Planning
Project/Budget Manager: Jay Petrek 4556
Name Extension
Council Date (if applicable): November 19, 2014
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include S Esc Blvd & S Quince St Target Areas, Sustainable Communities Planning Grant, General Plan Update, Reimb Grants- Transfer In, and General Capital -Transfer Out.

Explanation of Request:

The City has been awarded a \$172,754 Sustainable Communities Planning grant from the State of CA Strategic Growth Council in order to update the area plans for South Escondido Boulevard/South Quince Street Target Areas. The City will provide an additional \$3,500 towards the project from the General Plan Update Captial Improvement Program budget. Updating these plans has been identified as a General Plan Implemenation measure.

APPROVALS

Department Head signature and date 11-10-14
Finance signature and date 11/10/14

City Manager signature and date line
City Clerk signature and date line

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. 2014-134 File No. _____

Ord No. _____

Agenda Item No.: 16

Date: **November 19, 2014**

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Resolution Making Findings Regarding an Appeal of a Planning Commission Decision to Deny a Conditional Use Permit and Extension of Time (PHG 14-0017)

RECOMMENDATION:

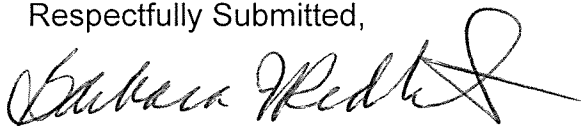
It is requested that the City Council adopt Resolution 2014-134 [a resolution of the City Council of the City of Escondido, California, making findings which deny a conditional use permit for a proposed 96 bed youth care facility at 1817 Avenida del Diablo and which modifies the effective dates of the existing conditional use permit for a skilled nursing facility at the same address (PHG 14-0017)].

BACKGROUND:

On October 15, 2014, the City Council conducted a lengthy public hearing on this appeal from a Planning Commission decision. Following the conclusion of public testimony and deliberation by the City Council, the City Council voted 4-1 (Diaz voted no) to deny the appeal, which in effect sustains the Planning Commission's denial of the proposed conditional use permit.

Resolution 2014-134 represents the collective findings and conclusions to support the City Council's decision. Adoption of this resolution will represent the final City action on this matter.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development

RESOLUTION NO. 2014-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, MAKING FINDINGS WHICH DENY A CONDITIONAL USE PERMIT FOR A PROPOSED 96 BED YOUTH CARE FACILITY AT 1817 AVENIDA DEL DIABLO AND WHICH MODIFIES THE EFFECTIVE DATES OF THE EXISTING CONDITIONAL USE PERMIT FOR A SKILLED NURSING FACILITY AT THE SAME ADDRESS (PHG 14-0017)

The Escondido City Council makes the following Findings and Conclusions:

1) Southwest Key Programs ("Applicant") applied for a permit to operate an otherwise unpermitted use in a residential zone of the City, subject to certain conditions ("Conditional Use Permit"). The use which Applicant sought was operation of a 96-bed youth care facility (24 hours a day, seven days a week) for unaccompanied young people between the ages of 6 and 17 years of age. Applicant proposed the 96 minors reside within an existing 35,200 square foot building in this Residential Estate; 20,000 square foot minimum lot size (RE-20) zoned property that was originally constructed for and served as a skilled nursing facility. The address of the property is 1817 Avenida del Diablo in the City of Escondido ("Proposed Site").

2) Applicant also sought to preserve the validity of an existing Conditional Use Permit for a skilled nursing facility that had formerly operated on the site but had recently closed, such that a skilled nursing facility could reopen on the site in the event the youth care facility was discontinued.

3) Pursuant to authority provided in the California Constitution and California Government Code Section 65900, Escondido Zoning Code Section 33-1200 et seq.

provides that a Conditional Use Permit may be granted, at the discretion of the City's Planning Commission and upon appeal, by the City Council. A Conditional Use Permit is not an automatic right of any applicant. Escondido Zoning Code Section 33-1203 requires that the following principles be considered when evaluating an application for a Conditional Use Permit:

(a) A Conditional Use Permit should be granted upon sound principles of land use and in response to services required by the community;

(b) A Conditional Use Permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located; and

(c) A Conditional Use Permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.

4) Applicant first approached staff in February 2014 with the intent of establishing up to four facilities in Escondido to accommodate up to 400 minors in various commercial properties. Applicant asserted their proposed facility was a 'residential care facility,' which was a permitted land use in the General Commercial zone.

5) Staff evaluated Applicant's operating characteristics and determined that the proposed 96-bed facility operation would operate more similarly to a youth emergency shelter. Applicant utilized the word 'shelter' multiple times in its written description to City staff when discussing the facility. Based on this information, and Applicant's desire to locate the facility as a "permitted" use in the City, staff recommended that Applicant evaluate properties in the City's Emergency Shelter Overlay (an overlay zoning designation), where such uses are permitted by right. Applicant asked for and received a land use determination

on this issue from the Director of Community Development. The decision was unsatisfactory to Applicant and an appeal of the Director's land use determination was filed.

6) Applicant thereafter selected the Proposed Site and building as one which met their needs and applied for this Conditional Use Permit.

7) Applicant representatives proposed that the proposed facility could function on the project site as a 'Government Services' land use, which is identified as Use #6700 in the "Standard Land Use Code – San Diego Region" a document that numerically categorizes conditionally permitted land uses referenced in Section 33-123 of the RE-20 zone and includes 'immigration offices protective functions.' Land uses classified as 'Government Services' for all levels of government (excluding correctional institutions) are not allowed in residential zones (including the RE-20 zone), except with a Conditional Use Permit.

8) The U.S. Department of Health and Human Services, Office of Refugee Settlement ("HSS") operates, under contract similar to those with Applicant, approximately 150 shelters throughout the country. The majority of the shelters house less than 50 minors. Applicant relies on its federal contract to provide services. In May 2014 the U.S. Department of Health and Human Services provided evidence of its relationship with Applicant. City Staff agreed the proposed Government Services land use designation properly matched the hybrid description of the planned facility. Applicant subsequently withdrew the appeal of the Director of Community Development's previous land use determination.

9) At other locations, Applicant operates facilities offering varying contract social services including residential treatment programs, alternative to detention programs, reentry and reintegration programs, juvenile alternatives to out-of-home placement programs, and mentoring programs for those in the juvenile justice system.

10) The Planning Commission held a noticed public hearing on June 24, 2014, that was attended by more than 600 residents and considered the administrative record, public testimony and applicable law, and determined by unanimous vote that Applicant's request for a Government Services Conditional Use Permit and the associated skilled nursing facility Conditional Use Permit extension of time should be denied. The Planning Commission unanimously approved Planning Commission Resolution No. 6015, adopting the findings of fact in support of the denial of a Conditional Use Permit for the unaccompanied youth care facility and denial of the extension of time for an existing skilled nursing facility at its meeting on July 22, 2014, attended by more than 500 residents.

11) On August 1, 2014, the American Civil Liberties Union, on behalf of the Applicant, filed a timely appeal of the Planning Commission decisions. Escondido Municipal Code Section 33-1303 authorizes the City Council to approve, modify or disapprove any decision of the Planning Commission.

12) The appeal was originally scheduled for City Council consideration on September 10, 2014. Prior to the public hearing, the Applicant requested that the appeal be continued in order to prepare additional supporting information. Based on the City Council meeting schedule, and the ability to secure attendance from all City Council members, the appeal was continued to October 22, 2014. However, during its meeting on September 24, 2014, the City Council directed staff to reschedule the appeal for October 15, 2014, when it was confirmed that all City Council members would be in attendance on that date. The Applicant was notified of each of these changes via electronic mail and

responded to such notifications. The hearing date of October 15, 2014 was publicly noticed.

13) On October 15, 2014, the City Council reviewed the administrative record, received additional information from the Applicant, City staff and community members, voted to deny the permit, and to prepare formal findings. Activity occurring on the property has generated numerous phone calls from concerned residents to City staff requiring follow-up site visits and inspections resulting in two "Stop Work Notice of Violations" being issued on August 29, 2014, and October 6, 2014, for work performed without building permits.

14) At the City Council hearing, approximately 77 members of the public spoke and presented testimony. Similarly, at the Planning Commission meetings on June 24, 2014, and July 22, 2014, there were approximately 160 speakers in total. Many expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on the neighborhood surrounding 1817 Avenida del Diablo and would diminish the quality of life of surrounding neighborhood residents.

15) Although many speakers were from outside the City of Escondido, and many speakers addressed issues such as federal immigration policies, practices and procedures, and the ethnicity of the children requiring shelter or the reasons the children require shelter, the Council finds that such matters are not relevant to the issues to be decided in this appeal and that testimony regarding such matters is entitled to little, if any, weight.

16) City Council members have personal knowledge of the neighborhood and the land uses surrounding 1817 Avenida del Diablo. In addition, residents who live in the

neighborhood surrounding 1817 Avenida del Diablo have the best personal knowledge of the impacts of non-residential uses within their neighborhood. The City Council placed great weight on the opinions of these residents who live in the immediate vicinity of 1817 Avenida del Diablo because they best understand the character of their neighborhood. At the Planning Commission hearing, one resident stated he represented 161 residents living in the immediate neighborhood who opposed approval of the Conditional Use Permit.

17) Addressed as 1817 Avenida del Diablo (APN 235-180-32), the Proposed Site is 2.31 acres, in the RE-20 (Residential Estates, 20,000 square foot minimum lot size) zone, on the southern side of Avenida del Diablo, between West Valley Parkway and Del Dios Road. West Valley Parkway is considered a gateway to the community. The Proposed Site has a General Plan land use designation of Estate II, which allows a maximum density of two dwellings per acre. Neighborhoods in the General Plan Estate designation involve mostly higher-income, owner-occupied private dwellings. Properties in this designation are designed for larger detached single-family homes on large lots on the edge of urban development or in an area already characterized by an estate development pattern. Thus, great caution must be exercised in determining allowable non-residential uses, which can adversely impact neighborhood character and stability.

18) The capacity of the proposed Avenida del Diablo facility would be significantly larger than the majority of HHS contracted shelters. Applicant operates two small 10 and 15 bed shelters in Lemon Grove and El Cajon, respectively, at undisclosed locations. Applicant currently has one other facility in northern California. For security purposes, Applicant does not publish the location of its facilities. The proposed facility in Escondido would be almost ten times the capacity of the Applicant's La Mesa shelter and would be the

largest of Applicant's facilities in the State of California. Due to the size disparity, comparisons between Applicant's other shelters and the proposed shelter were not helpful. Applicant has attempted to advocate for approving the Conditional Use Permit based on its "track record" in other circumstances. However, such evidence is of limited usefulness because of different circumstances surrounding these facilities.

19) Since the original skilled nursing facility Conditional Use Permit was originally approved, the character of this neighborhood has suffered with the cumulative impacts of a new public high school, three churches, and a fire station, all in the immediate vicinity of Applicant's proposed facility. Particularly noteworthy is the recently opened Del Lago public high school academy adjacent to the subject site, which accommodates up to 800 students. This cumulative impact would negatively impact surrounding residences and the residents.

20) As a general rule, commercial and governmental uses are not allowed in residential areas except through the very unique and special mechanism of a Conditional Use Permit which allows the City to determine that the use and operating characteristics are compatible with the surrounding neighborhood and in response to services required by the community.

21) The addition of several non-residential uses since the opening of the former skilled nursing facility at 1817 Avenida del Diablo has already had an adverse impact on the residential character of the immediate neighborhood. Any impact-related comparison between the closed skilled nursing facility and the proposed facility is inadequate and incomplete. Escondido Zoning Code Section 33-1203 requires consideration of the impact on the community or neighborhood. The Planning Commission appropriately determined

that the proposed facility for 96 active and healthy minors would constitute a land use intensification from the previous skilled nursing facility that primarily served elderly and non-ambulatory patients. This City Council agrees. One religious facility is located directly across Avenida del Diablo from the proposed facility, less than 100 feet from the site. Two additional religious facilities are located across Del Dios Road, approximately 100 feet and 350 feet to the east of the subject site. A fire station is located on West 11th Avenue approximately 800 feet northeast of the site. The high school, churches and fire station are also non-residential uses and each opened after the residential care facility at 1817 Avenida del Diablo received its first Conditional Use Permit in 1981. Granting Applicant a Conditional Use Permit would have an adverse effect on the community and neighborhood because of the cumulative effect of the proposed facility and the other existing facilities in the neighborhood, and would cause land use intensification.

22) In addition to the cumulative impacts of other non-residential land uses, the proposed youth shelter is a significantly different use than a skilled nursing facility. The difference between bed ridden patients and active teenagers is self-evident. Applicant's assertion that a shelter containing up to 96 teenagers could have less impact on the surrounding neighborhood than a nursing home is not credible. While some argument was presented that the proposed Conditional Use Permit should be granted because it is not materially different than the former Conditional Use Permit, the Council finds that the two types of facilities are substantially different. The practical reality is that a facility designed for intermediate and advanced health care is not the same as the type of facility necessary to house more than 90 young people 24 hours a day, seven days a week.

23) Impacts from traffic and noise from buses and other vehicles, and the adequacy of security also were mentioned as potential issues by witnesses at the hearing. Council agrees. Such a land use intensification would generate adverse noise, traffic and safety impacts on the surrounding neighborhood that would be magnified given the high concentration of non-residential uses in the immediate vicinity.

24) At the public hearing, the Applicant stated that reasons for granting the Conditional Use Permit included that fact that the facility would generate \$8 million in new money for the City, up to 100 more jobs, new property tax revenue, and that the federal government pays the cost. There was no credible evidence to substantiate these representations. For example, no assurances were presented that any new jobs would be for the benefit of City residents. Moreover, to the extent the representations were valid; any potential gains would not offset impacts and costs to the City and particularly the surrounding neighborhood.

25) The Applicant noted that health, educational, and recreational activities and programs would occur primarily on-site. However, Applicant seeks to provide housing and access to medical, educational, recreational and religious support both on and off the proposed facility. The program efforts are not self-contained and will require increased trips to access services not available on-site and will be bringing up to 96 children to unspecified facilities. It is noted that any recreation offsite would require transportation of all students to such sites on a daily basis. Presumably, this would have to occur every day. However, the record is not clear as to impacts on such service providers in the community. For example, the Applicant indicated that it would make arrangements with local gyms and other recreational facilities, because such amenities were not

available on site. At the outset, it is of concern to the Council that on-site recreational facilities are not present, which is different from most schools in the community who serve students only during the day. Moreover, Applicant did not present any details regarding arrangements for offsite recreational activities, the impact on existing facilities, or more importantly, the extent to which existing programs or facilities for local youth would be burdened further by new users from the proposed facility.

26) With respect to surrounding property values, Applicant introduced reference to Alan Nevin, a real estate economist and demographer who has analyzed other facilities and determined that there is no impact on property values of surrounding properties. The City Council does not find this evidence to be credible in light of the common sense observations regarding this use and neighboring residential properties, the intensification of non-residential uses in this neighborhood in recent years, and the fact that this facility is considerably larger than other similar facilities referenced by Applicant. Rather, the City Council finds that there is likely to be an impact on surrounding property values and that the impact is likely to be negative. The Council notes the testimony of one neighboring resident who asked whether or not it was likely for a buyer to purchase an expensive home adjacent to a youth care facility. Such concerns are valid and legitimate.

27) The City Council also finds that neighborhood stability is an important consideration in whether this use is appropriate at this location. The Applicant presented evidence that it is committed to leasing for at least five years and has been funded for 17 years. Applicant notes that it has enjoyed reliable and sustainable funding streams in the past, and that Applicant's federal contract has been renewed

three times. However, renewed funding, five year lease arrangements, and renewed contracts are not reasonable guarantors of uses which will maintain the stability of a residential neighborhood and preserve residential housing values for the decades necessary for stability in such zones. Applicant has provided no information regarding contingencies that would address a change in federal funding levels. Therefore, the Council places little value in this evidence and finds instead that this use presents a lack of stability that would be otherwise desirable for this neighborhood.

28) Based on the applicant's description of youth served at the site as having no connection to the community, and in accordance with Escondido Zoning Code Section 33-1203, Council finds that this proposed facility would not serve Escondido residents or even residents of nearby communities. Applicant has represented that 95% of reunifications occur outside of San Diego County, with the majority occurring on the East Coast. Placing a facility in a residential community to support out-of-county and nationwide reunifications does not serve the Escondido community. Additionally, correspondence was received by one national, one state, and one county policy maker who all cited serious public policy issues associated with the "need" for this facility. This City Council finds very little local need or benefit to allowing the proposed facility, and thus, this particular requirement of the Escondido Zoning Code is not met.

29) The proposed facility is intended to serve a population that has garnered a high profile on the national agenda which, in itself, may contribute to special problems for the area, including increased traffic by interested people, crowds or visitors, increased levels of vandalism, or other demands for increased public services. Recent publicized events regarding unaccompanied minors have increased the likelihood that the proposed use will

generate significantly more public interest than the former skilled nursing facility and could require a large scale law enforcement presence to maintain the public safety in a residential community. And unlike other of Applicant's facilities, the address of the proposed Avenida del Diablo facility is part of the public record.

30) Operations at the existing skilled nursing facility were discontinued in December 2013, and the Conditional Use Permit for that facility will expire on December 31, 2014. The Conditional Use Permit extension would exempt the skilled nursing facility from new conditions resulting from any changes in local laws that have arisen since the granting of the Conditional Use Permit. The Applicant has not provided any details suggesting a time period when the skilled nursing facility would reopen after Applicant vacates the property or any reasons beyond exempting the facility indefinitely from changing conditions such as new stormwater regulations.

31) Two days prior to this appeal hearing, Applicant submitted several reports and supporting documentation. The studies are based upon assumptions that may or may not reflect the actual impact on the surrounding neighborhood. The documents submitted by the Applicant did not overcome the information garnered from community input at several public hearings and the personal knowledge and experience of the City Council.

32) During the Planning Commission hearing, one resident stated that she worked in a foster care facility subject to the same regulations as the proposed youth shelter and the foster children could freely leave the facility. During the Planning Commission public hearing, Mr. Avile stated that California law precludes detaining the youth against their will.

33) The Applicant states the facility fencing is designed to protect the children from external parties. No such fencing is needed for a skilled nursing facility.

34) That after considering the administrative record, public testimony, the Planning Commission findings of fact, the City Council findings of fact incorporated in this resolution and applicable law, the City Council approves the decision and findings of fact of the Planning Commission to deny a Conditional Use Permit for the Applicant's proposed facility.

35) That after considering the administrative record, public testimony, the Planning Commission findings of fact, the City Council findings of fact incorporated in this resolution and applicable law, the City Council also modifies the Planning Commission decision to deny the extension of time and will extend the current Conditional Use Permit for a skilled nursing facility under the current conditions, as provided in Exhibit "A," which is attached to this Resolution and incorporated by this reference, until December 31, 2016, and then as provided in Escondido Zoning Code Section 33-1206.

36) NOTICE IS FURTHER GIVEN, that California Code of Civil Procedure Section 1094.6 provides the time within which judicial review of this final decision must be sought.

**CONDITIONS OF APPROVAL
EXTENSION OF TIME
RESIDENTIAL CARE FACILITY/SKILLED NURSING FACILITY
EXHIBIT "A"**

81-193-CUP

1. A cul-de-sac shall be constructed on Del Dios Highway in conformance with City standards with a 28 foot minimum curb radius. A 10' wide bicycle/pedestrian path shall be constructed from the cul-de-sac- to Del Dios Highway in a manner approved by the City Engineering Department.
2. Street improvements shall be constructed on all frontage in conformance with the City of Escondido designed standards. Valley Parkway shall be designed to Major Road standards and Avenida Del Diablo and Del Dios Highway shall be designed to Local Collector standards. Necessary right-of-way shall be dedicated to the City as required.
3. Vehicular access rights to Valley Parkway shall be dedicated to the City.
4. The proposed driveway on Avenida Del Diablo shall be alley type, conforming with City standards, with a minimum throat of 25' and 20' radius returns. The proposed driveway on Del Dios Highway shall be minimum throat width of 18' at the curb.
5. All drainage coursed emanating from outside the property and flowing through the site shall be improved in conformance with the City design standards.
6. A public sewer main shall be designed from the intersection of Valley Parkway and Avenida Del Diablo and Valley Parkway to the intersection of Del Dios Highway and Lorry Lane in conformance with City water and sewer master plan and the City design standards. This sewer shall be constructed by the developer in conjunction with this project. Sewer services for the building obtained from this line.
7. The site lines within the Rincon Del Diablo service area. Domestic service for the site shall be obtained from Rincon. Any request for fire sprinklers service from the City shall be subject to approval.
8. A study shall be made by the developer's engineer to show that adequate fire services can be obtained for the site per the requirements of the fire marshal.
9. A grading and drainage plan shall be approved by the Engineering Department prior to issuance of a Grading or Building Permit.
10. Six (6) copies of a revised plot plan shall be submitted to the Planning Department. Said plot plan shall indicate a revised parking lot layout with a circulation pattern acceptable to the enclosed trash containers.
11. Two (2) copies of detailed landscape plan shall be approved by the Planning Department prior to the issuance of Building Permits. The landscaping plan shall include a permanent irrigation system, a parkway wall along Valley Parkway, a large number of trees and shrubs throughout the project, the existing trees which are to remain and street trees.

12. Detailed elevation shall be submitted to and approved by the Planning Department. Said elevations shall note the exact type of finish materials to be used.
13. A sewer repayment and storm drain repayment shall be made to the City of Escondido in a amount determined by the City Engineer.
14. Approval of this CUP on no way provided a guarantee or establishment of priority for sewer availability for all, or any portion, of this project.
15. Approval for any signs, including the one indicated on the site plan, shall be obtained under a separate permit. Approval of the type of sign shall be based upon consideration of the surrounding neighborhood and the location of the signs, and subject to the approval of the Planning Department. These signs shall not be internally lighted, nor shall a pole sign be allowed.

86-123-CUP

1. A revised site plan shall display 2 additional parking spaces by expanding the existing lot in front of the facility in a northeasterly direction to provide a total of 36 spaces. Additionally, one existing parking space shall be converted into a turnaround (striped and designated "No Parking") at the west end of the existing lot to allow vehicles to turn around and exit the lot in a forward motion. A note shall appear on the plans indication spaces will be double striped per City standards, with minimum dimension of 18' x 8.5'
2. The use of the facility shall conform to information contained in Details of Request in terms of the maximum number of 96 patients, employees, schedule patterns, and implementation of an employee ridership program for carpools, use of bus systems, limitation on visiting hours.
3. The parking lot shall be inspected by the Planning Department prior to notification by a letter to the State, regarding compliance with Conditional Use Permit conditions. Said inspection shall be performed to verify that 1 additional space and turnaround have been constructed, parking lot striping and signage (turnaround, visitor spaces, etc.) has been installed to the satisfaction of the Planning Department.
4. Visiting hours shall be restricted to avoid the peak afternoon shift overlap. Visiting hours shall be limited to 10:00 am – 2:45 p.m. and 3:45 p.m. – 7:00 p.m.
5. No exterior building modification are proposed or considered. The interior modifications are minor, and should not substantially change the previously approved floor plan.

87-36-CUP

Planning Department

1. The use of the facility shall conform to the Details of Request and Conditions of the previously approved Case 86-123-CUP, except as modified by this approval.
2. A minimum total of 47 parking spaces shall be provided and shall be double striped per City Standards, with minimum dimensions of 18' x 8.5' (a 2' vehicle overhang is permitted). The existing parking lot shall be resurfaced and double striped to City Standards. A minimum of two handicap parking space are required and shall be striped to Title 24 standard, 18' x 9' with an adjacent 5' wide loading/unloading area. The vehicle turnaround areas shall be striped and marked for no parking.

3. The new southerly parking lot shall be designated for staff parking only and shall be identified as such in the field, to the satisfaction of the Planning Department. Appropriate signage shall also be provided which identifies the visitor and patient parking area in the existing lot to the West of the building.
4. The exterior building modification shall be as shown in the Exhibits and shall match the existing structures, to the satisfaction of the Planning Department.
5. All new construction, landscaping, and the restriping of the existing parking lot shall be inspected by the Planning Department prior to notification by a letter to the State, regarding compliance with the Conditional Use Permit conditions.
6. Prior to commencement of construction, two sets of landscape and irrigation plans shall be submitted, which provided screening of the new parking lot from Del Dios Highway with a combination of berming and shrubs. Any existing vegetation to remain shall be identified, and the required trash enclosure and existing driveway to the storage building shall also be shown.
7. The existing trash containers shall be screened from public view. Size of the enclosure, location, and method of screening shall be approved by the Planning Department and detailed on the landscape plans.
8. All provisions of the Public Art Partnership Program, Ordinance 86-70, shall be satisfied prior to commencement of construction.

Fire Department

1. The new building addition shall be sprinklered to the satisfaction of the Fire Marshal.
2. Building plans must be submitted to the State Fire Marshal.

Building Department

1. Prior to commencing construction, appropriate fees shall be paid to the City Building Department.

Engineering Department

1. A site grading or drainage plan shall be approved to commencement of construction.
2. The proposed driveway shall be alley-type in conformance with Escondido Standard Drawings No. 3 with minimum throat width of 24 feet.

88-122-CUP

Planning

1. The Conditional Use Permit shall be used within one year or it shall be null and void. Extensions may be granted at the discretion of the Planning Commission.
2. The exterior materials, color, textures, etc. shall be consistent with the Details of Request to the satisfaction of the Planning Department. The exterior of the proposed building shall be painted to match the existing building, prior to occupancy.

3. All outside storage shall be screened from public view, in a manner satisfactory to the Planning Department.
4. All lighting shall be arranged so as not to reflect upon adjoining properties or streets. Any new lighting proposed shall conform to Ordinance 86-75, and details shall be provided prior to Building Permit issuance, to the satisfaction of the Planning Department.
5. All mechanical equipment and appurtenance not entirely enclosed within the structure, or placed on the roof structure, shall be screened from public view. The method used to accomplish the screening shall be indicated on the building plans, and approved by the Planning Department prior to issuance of building permits.
6. All new utility services shall be underground.
7. No utilities shall be released for any purposed until all requirements of the Fire, Planning, Engineering, and Building Department have be completed.
8. All requirements of the Public Art Partnership Program, Ordinance 86-70, shall be satisfied prior to building permit issuance.
9. Seven (7) copies of the revised site plan reflecting all of the modifications and conditions shall be submitted to the Planning Department and approved prior to issuance of building permits.
10. The design and used of the project , as well as the hours of operations, shall be restricted as noted in the Details of Request of the staff reports.
11. Prior to occupancy, any related development fees shall be paid to the satisfaction of the Building Department.

Landscape

1. Two (2) copies of detailed landscape and irrigation plans for the proposed building shall be submitted to the Planning Department prior to building permit issuance. These plans shall indicate the proposed landscaping and area of existing landscaping to remain in the vicinity of Avenida Del Diablo and Del Dios Highway. A combination of trees and shrubs shall be planted to provide screening of the structure to the satisfaction of the Planning Department.
2. All required landscape improvements shall be installed and all vegetation growing is an established, flourishing manner prior to occupancy. The required landscape areas shall be free of all foreign matter, weeds, and plant materials not approved as part of the landscape plan approval.
3. All landscape shall be permanently maintained in a flourishing manner.
4. Within 18 months of the approval, the applicants shall submit a complete Conditional Use Permit application for the permanent expansion.
5. Prior to building permit issuance bond shall be posted for the removal of the structure. The subject temporary structure shall be removed no later than April 11, 1992 to the satisfaction of the Planning Department and City Attorney's Office. In the event that the permanent facility is completed prior occupancy of the permanent structure.

Engineering

1. All outstanding sewer and water connection fees and monthly sewer services fees shall be paid to the City of Escondido. In lieu of payment of the connection fees, sewer, and water connection rights may be turned in to the City. The City Building Department will compute all connection fees. The Management Services Department will compute all monthly sewer service fees.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 17

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Danielle M. Lopez, Neighborhood Services Manager

SUBJECT: Bid Award for the Elm Street Improvement Project

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-169 authorizing the bid award to LB Civil Construction, determined to be the lowest responsive and responsible bidder, and authorizing the Mayor and the City Clerk to execute a Public Improvement Agreement with LB Civil Construction in the amount of \$541,292 for the Elm Street Improvement Project. Further it is recommended that the bids of JUST Construction, RENTEX Construction, Inc., Shaw Equipment Rental, Inc., and Southland Paving, Inc. be deemed as nonresponsive.

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). This project will be funded with CDBG allocations and will not impact the General Fund.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Image and Appearance.

PREVIOUS ACTION:

On April 9, 2014, Council approved the FY 2014-2015 One-Year Action Plan for Community Development Block Grant (CDBG) allocating \$594,000 to the Elm Street Improvement Project.

BACKGROUND:

The Elm Street Improvement Project will consist of full street improvements including paving, streetlights, curbs, gutters and sidewalks as well as the upsizing of both existing water and sewer mains. The street improvements will extend on Elm Street from East Washington Avenue to the Escondido Creek Trail.

The City of Escondido received 10 sealed bids for this project ranging from \$450,000 to \$919,145.50. The Engineers estimate for the project was \$580,000.

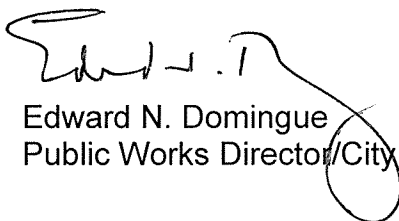
Sealed bids were opened by the City Clerk on November 6, 2014 with the following results:

1. JUST Construction	\$450,000.00	non-responsive
2. RENTEX Construction, Inc.	\$494,072.00	non-responsive
3. Shaw Equipment Rental, Inc.	\$527,291.50	non-responsive
4. Southland Paving, Inc.	\$536,236.20	non-responsive
5. LB Civil Construction	\$541,292.00	
6. Burtech Pipeline, Inc.	\$565,827.00	
7. Palm Engineering Construction	\$576,091.00	
8. Visionary Construction	\$598,050.52	
9. Team C Construction	\$617,634.68	
10. Ramona Paving & Construction	\$919,145.50	

After review of the bid documents, the apparent low bidder, JUST Construction was found to be non-responsive because of failure to list a land surveyor. The subsequent three lowest bidders, RENTEX Construction, Inc., Shaw Equipment Rental, Inc., and Southland Paving, Inc. were also found to be non-responsive for failure to provide HUD required Section 3 information.

Staff recommends the bid received by LB Civil Construction, be considered the lowest responsive and responsible bid and that a contract be awarded in the amount of \$541,292 for the Elm Street Improvement Project. L.B. Civil Construction's bid is 6.72% lower than the Engineer's Estimate of \$580,000.

Respectfully submitted,



Edward N. Domingue
Public Works Director/City Engineer



Danielle M. Lopez
Neighborhood Services Manager

RESOLUTION NO. 2014-169

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK,
TO EXECUTE, ON BEHALF OF THE CITY, A
PUBLIC IMPROVEMENT AGREEMENT WITH LB
CIVIL CONSTRUCTION FOR THE ELM STREET
IMPROVEMENT PROJECT

WHEREAS, the City Council authorized an invitation for bids for the Elm Street Improvement Project ("Project"); and

WHEREAS, the City of Escondido opened the sealed bids for the Project on November 6, 2014; and

WHEREAS, JUST Construction, the lowest bidder, failed to provide a land surveyor; and

WHEREAS, RENTEX Construction Inc., Shaw Equipment Rentals Inc., and Southland Paving Inc., the subsequent three lowest bidders, failed to provide the Department of Housing and Urban Development ("HUD") required Section 3 information; and

WHEREAS, the Public Works Director/City Engineer recommends that LB Civil Construction, be deemed the lowest responsive and responsible bidder, and that a contract be awarded to L.B. Civil Construction; and

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

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

1. That the above recitations are true.
2. That the bids of JUST Construction, RENTEX Construction Inc., Shaw Equipment Rentals Inc., and Southland Paving Inc. be deemed non responsive.
3. That the City Council accepts the recommendation of the Public Works Director/City Engineer and finds LB Civil Construction to be the lowest responsive and responsible bidder.
4. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement (“Agreement”) with LB Civil Construction for the Project. A copy of the Agreement is attached as Exhibit “A” to this Resolution and is incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

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

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

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

The Elm Street Improvement Project

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

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Five hundred and forty-one, two hundred and ninety-two thousand Dollars.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **Fifty Five (55) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

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

Acknowledged: _____

Initials of Principal

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

disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

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

8. (a) CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:

(1) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.

(2) Course of Construction / Builder's Risk Insurance See 5.2 of General Conditions.

(3) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

(A) Automotive and truck where operated in amounts as above

(B) Material hoist where used in amounts as above

(4) Workers' Compensation Insurance.

(b) Each insurance policy required above must be acceptable to the City Attorney, as follows:

(1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.

(2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

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

(c) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

9. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld in retention by the CITY, then the subcontractor shall receive the identical rate of interest received by the CONTRACTOR on any retention monies withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The City retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request CITY to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from CITY pursuant to the terms of Section 22300. If CONTRACTOR elects to receive interest on moneys withheld in retention by CITY, CONTRACTOR shall, at the request of any subcontractor, make that option available to the subcontractor regarding any monies withheld in retention by the CONTRACTOR from the subcontractor. If the CONTRACTOR elects to receive any interest on any monies withheld in retention by the Owner, then the subcontractor shall receive the identical rate of interest received by the CONTRACTOR on any retention monies withheld from the subcontractor by the CONTRACTOR, less any actual pro rata costs associated with administering and calculating that interest. In the event the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the CONTRACTOR elects to substitute securities in lieu of retention, then, by mutual consent of the CONTRACTOR and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by CONTRACTOR. This shall apply only to those subcontractors performing more than five percent (5%) of the CONTRACTOR'S total bid. The CONTRACTOR shall not require any subcontractor to waive any provision of this section.

10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents include in the definition set forth in the General Conditions made a part hereof.

14. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR 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. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

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

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

Print Name

Title

By: _____
Signature*

Print Name

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

Contractor's License No.

Tax ID/Social Security No.

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

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

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ ("Contractor") and _____ ("Surety") are held and firmly bound unto the CITY OF ESCONDIDO ("Owner") in the sum of _____ Dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into a contract with Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

Elm Street Improvement Project

WHEREAS, the provisions of the Contract are incorporated by reference into this Faithful Performance Bond and shall be part of Surety's obligation hereunder.

NOW THEREFORE, if Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, that

- (1) Any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or Surety thereunder;
- (2) Any extensions of time granted under the provisions of Contract shall not release either Contractor or Surety from their respective obligations to Owner;
- (3) Notice of any such alterations or extensions of the Contract is hereby waived by Surety;
- (4) Any payments (including progress payments) made on behalf of Owner to Contractor after the scheduled completion of the work to be performed pursuant to the Contract shall not release either Contractor or Surety from any obligations under the Contract or this Faithful Performance Bond, or both, including any obligation to pay liquidated damages to Owner; and
- (5) To the extent Owner exercises its rights pursuant to this Bond, Owner shall be entitled to demand performance by the surety and be further entitled to recover, in addition to all other remedies afforded by law, its reasonably incurred costs to complete the work,

attorneys fees and consultant costs, as well as actual costs incurred by OWNER for the increased dedication/commitment of time of OWNER employees to the Project.

SIGNED AND SEALED, this _____ day of _____, 20__.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Contractor, and _____ as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

Elm Street Improvement Project

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20__.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

In accordance with Municipal Code Section 16, the successful bidder is required to obtain a City of Escondido Business License prior to execution of contract.

The following information must be submitted to the City Clerk prior to execution of contract:

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

If self-insured for Workers' Compensation, the Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, Sections 1860 and 1861, and I will comply with such provisions before commencing the performance of the work of the contract.

Dated: _____

Contractor

By: _____
Signature

SAMPLE NOTICE

(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)

TO THE PEOPLE ON THIS STREET:

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

ELM STREET IMPROVEMENT PROJECT

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Field Engineering Inspection Office, 839-4664. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 18

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Beth Kassebaum, Department Specialist

SUBJECT: Establish Engineering and Traffic Survey (Speed Zone) on Fifteenth Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-165 to approve, establishing an Engineering and Traffic Survey (Speed Zone) on Fifteenth Avenue from Escondido Boulevard to Juniper Street.

FISCAL ANALYSIS:

Funds are available in the Traffic Infrastructure Account No. 5203-108-402-646502 for the costs of two (2) sign installations.

PREVIOUS ACTION:

The recommendation by staff was approved at the Transportation and Community Safety Commission meeting on October 9, 2014.

BACKGROUND:

To satisfy the requirements of Section 40802(b) of the California Vehicle Code (CVC), Engineering and Traffic Surveys are required by the State of California to establish speed limits and to enforce those limits using radar or other speed measuring devices. These surveys must be updated periodically (every 5, 7 or 10 years, depending upon specific criteria) to ensure the speed limits reflect current conditions as dictated by the 2012 California Vehicle Code (CVC). The surveys must be conducted in accordance with applicable provisions of Section 627 "Engineering and Traffic Survey" of the California Vehicle Code (CVC), following procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) dated January 13, 2012.

The CA-MUTCD guidelines state that 85 percent of drivers are traveling at a safe and reasonable speed, and that this "85th percentile" speed is the parameter of a speed survey that should be used to determine a legally enforceable posted speed limit. Based on this principle, and the other speed survey standards, staff is recommending the establishment of one (1) new speed zone.

An overview of the Speed Survey is presented in Table 1. The last column shows the recommended speed limit per the Traffic Engineer's engineering judgment *in matching existing conditions with the traffic safety needs of the community.*

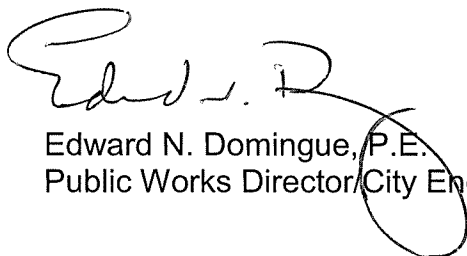
Table 1 - Overview of Speed Surveys


Street Name	Segment		Posted Limit (MPH)	85 th Percentile Speed (MPH)	Speed Limit (MPH)*
	From	To			
Fifteenth Avenue	Escondido Boulevard	Juniper Street	None	37	35

*To be posted per Traffic Engineer

The item was discussed and recommended for approval at the Transportation & Community Safety Commission meeting on October 09, 2014.

Respectfully submitted,


Edward N. Domingue, P.E.
Public Works Director/City Engineer


Beth Kassebaum, E.I.T.
Department Specialist

RESOLUTION NO. 2014-165

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE TRAFFIC SCHEDULE FOR
SPEED ZONES

WHEREAS, Escondido Municipal Code Section 28-5(12) provides that the City Council shall establish a Traffic Schedule for Speed Zones; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend said traffic schedule;

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 Traffic Schedule of Engineering and Traffic Surveys for Speed Zones by amended to reflect the addition of the following segment:

Street Name	Segment		Posted Limit (MPH)	85 th Percentile Speed	Speed Limit*
	From	To			
Fifteenth Avenue	Escondido Blvd	Juniper Street	None	37	35

*To be posted per Traffic Engineer

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 19
Date: **November 19, 2014**

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Public Works/City Engineer
Abraham Bandegan, Associate Engineer

SUBJECT: All Way Stop Control Request for the Intersection of Alexander Drive and Citracado Parkway and the Intersection of Alexander Drive and Brotherton Road

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-167, amending the schedule of stop signs.

FISCAL ANALYSIS:

Funds are available to install the traffic controls.

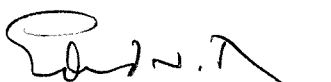
PREVIOUS ACTION:

The Transportation and Community Safety Commission considered this item at their October 09, 2014, meeting and voted to support the request.

BACKGROUND:

Citracado Parkway is currently stop-controlled at the intersection of Alexander Drive. Brotherton Road is also stop-controlled at the intersection of Alexander Drive. On its July 10, 2014, meeting the Transportation and Community Safety Commission (TCSC) directed Staff to evaluate the application of All-Way Stop Control (AWSC) at these two intersections. Staff analyzed sight distance, street classifications and also the geometric design of the two intersections of Alexander Drive. Studies showed that AWSC is warranted at the intersection of Alexander Drive and Citracado Parkway and also at the intersection of Alexander Drive and Brotherton Road. On October 09, 2014, TCSC approved staff recommendation to install two (2) new stop signs on Alexander Drive at the intersection of Citracado Parkway and two (2) new stop signs on Alexander Drive at the intersection of Brotherton Road and directed staff to forward the recommendation to Council for final approval.

Respectfully submitted,



Edward N. Domingue, PE
Director of Public Works/City Engineer



Abraham Bandegan, TE, PTP
Associate Engineer

RESOLUTION NO. 2014-167

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO AMEND THE TRAFFIC SCHEDULES FOR
STOP INTERSECTIONS AND YIELD
INTERSECTIONS

WHEREAS, Escondido Municipal Code Section 28-5 provides that the City Council establish a traffic schedule for stop intersections and yield intersections; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend said traffic schedules;

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 Traffic Schedule for Stop Intersections be amended to reflect the addition of four (4) new stop signs including two (2) on Alexander Drive at the intersection of Citracado Parkway, and two (2) on Alexander Drive at the intersection of Brotherton Road.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 20

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Beth Kassebaum, Department Specialist

SUBJECT: Implement No Parking Restrictions on Caroline Way and North Upas Street

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-166 implementing twenty-four hour (24-hour) parking restrictions on sections of Caroline Way, between Howell Heights and North Upas Street, and on North Upas Street, between Caroline Way and Murray Court. Resolution No. 2014-166 will amend the Traffic Schedule for "No Parking Zones" accordingly.

FISCAL ANALYSIS:

Funds are available in the CIP Streets Maintenance budget for the sign installation.

PREVIOUS ACTION:

The Transportation and Community Safety Commission (TCSC) recommended approval at the meeting on October 9, 2014.

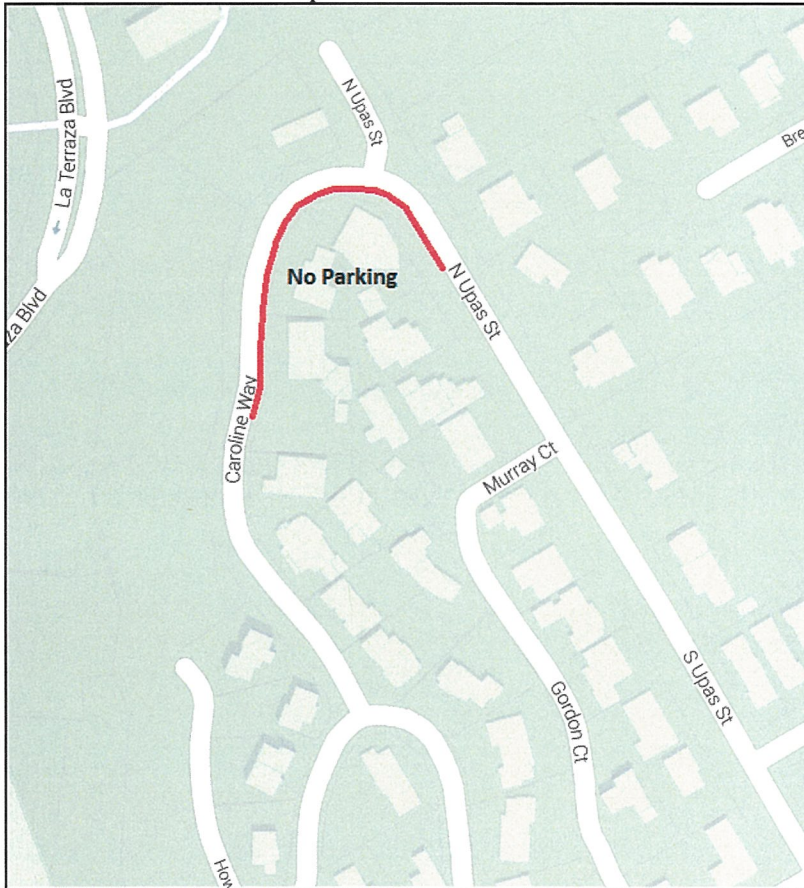
BACKGROUND:

In July of 2014 City Staff received an official letter of request from residents on Caroline Way to install No Parking signage along Caroline Way. Due to the street providing a scenic overlook of the City, vehicles were parking along the street and leaving trash, graffiti, and vandalism. Caroline Way and North Upas Street are both two-lane residential roadways with a prima facie speed limit of 25 mph. There is a guardrail along the west curb-line of Caroline Way, and currently "No Parking" signs are posted along the west side of the roadway.

City Staff have determined that installation of "No Parking" signage on the east side of Caroline Way and North Upas Street, as depicted in Exhibit "1", is justified. The restrictions will begin north of the driveway for 121 North Upas Street and continue around the curve to the driveway of 118 Caroline Way. The residential roadway is thirty (30) feet wide and must be able to accommodate two vehicles traveling in opposite directions. Restricting parking will ensure

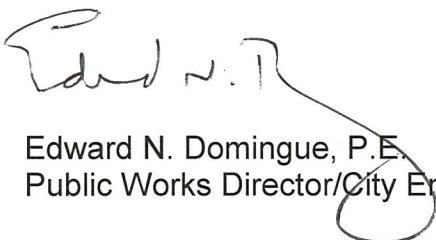
motorist safety, especially around the sharp curve which has limited sight distance. These facts, combined with the concerns of the residents, are sufficient to warrant restricting parking.


Exhibit "1" – Location Map



The item was discussed and recommended for approval at the Transportation & Community Safety Commission meeting on October 09, 2014.

Respectfully submitted,


Edward N. Domingue, P.E.
Public Works Director/City Engineer


Beth Kassebaum, E.I.T.
Department Specialist

RESOLUTION NO. 2014-166

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE TRAFFIC SCHEDULE FOR
NO PARKING ZONES

WHEREAS, Escondido Municipal Code Section 28-5(5) provides that the City Council shall establish a traffic schedule for On-Street No Parking Zones; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend said traffic schedule;

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 Traffic Schedule for On-Street No Parking Zones be amended to include the following streets. A map of the location is attached to this Resolution as Exhibit "1" and is incorporated by this reference.
 - a. Caroline Way, east side from the driveway of residence #118 north until the street changes to North Upas Street;
 - b. North Upas Street, west side from the driveway of residence #121 until the street changes to Caroline Way.

EXHIBIT "1"

LOCATION MAP



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 21

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Public Works/City Engineer
Ali Shahzad, Associate Engineer

SUBJECT: Approval for Stop Signs on Kalmia Street and Waverly Place at Their Intersection with Pennsylvania Avenue and Parking Restrictions Along Kalmia Street and Pennsylvania Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-172, to add stop signs on Kalmia Street and Waverly Place at their intersections with Pennsylvania Avenue. It is also requested that parking be restricted during school pick-up and drop-off hours along Kalmia Street and Pennsylvania Avenue for the Classical Academy High School project.

FISCAL ANALYSIS:

The cost of School Zone signage and striping is borne by the developer of the Classical Academy High School.

PREVIOUS ACTION:

The Transportation and Community Safety Commission (TCSC) considered this item at their October 9, 2014, meeting and voted to support the request for the stop signs and time parking restrictions.

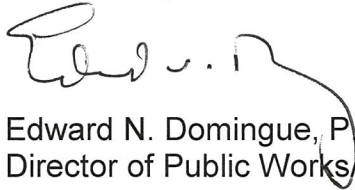
BACKGROUND:

To support safe pedestrian travel to the Classical Academy High School Site, crosswalks are needed on Waverly Place and Kalmia Street where they each intersect with Pennsylvania Avenue. The California Manual on Uniform Traffic Control Devices requires that these intersections be Stop controlled. One (1) new stop sign is recommended on Waverly Place at the intersection with Pennsylvania Avenue. One (1) new stop sign is recommended on Kalmia Street at the intersection with Pennsylvania Avenue.

It is also recommended that parking be restricted during school pick-up (7 am to 9 am) and drop-off (2 pm to 4 pm) hours along the east curb line on Kalmia Street from Valley Parkway to Pennsylvania Avenue and along the south curblin on Pennsylvania Avenue from Kalmia Street to Juniper Street.

Exhibit "A" shows the School Zone traffic management plan for the crosswalks, stop signs and restricted time parking. Because the opening of the school could not be delayed, Classical Academy High School has installed the crosswalks and stop signs in advance of receiving City Council approval. The Transportation and Community Safety Commission approved the crossing guard controlled mid-block crosswalk on Pennsylvania and recommended approval of the stop signs and parking restrictions at their meeting on October 09, 2014.

Respectfully submitted,

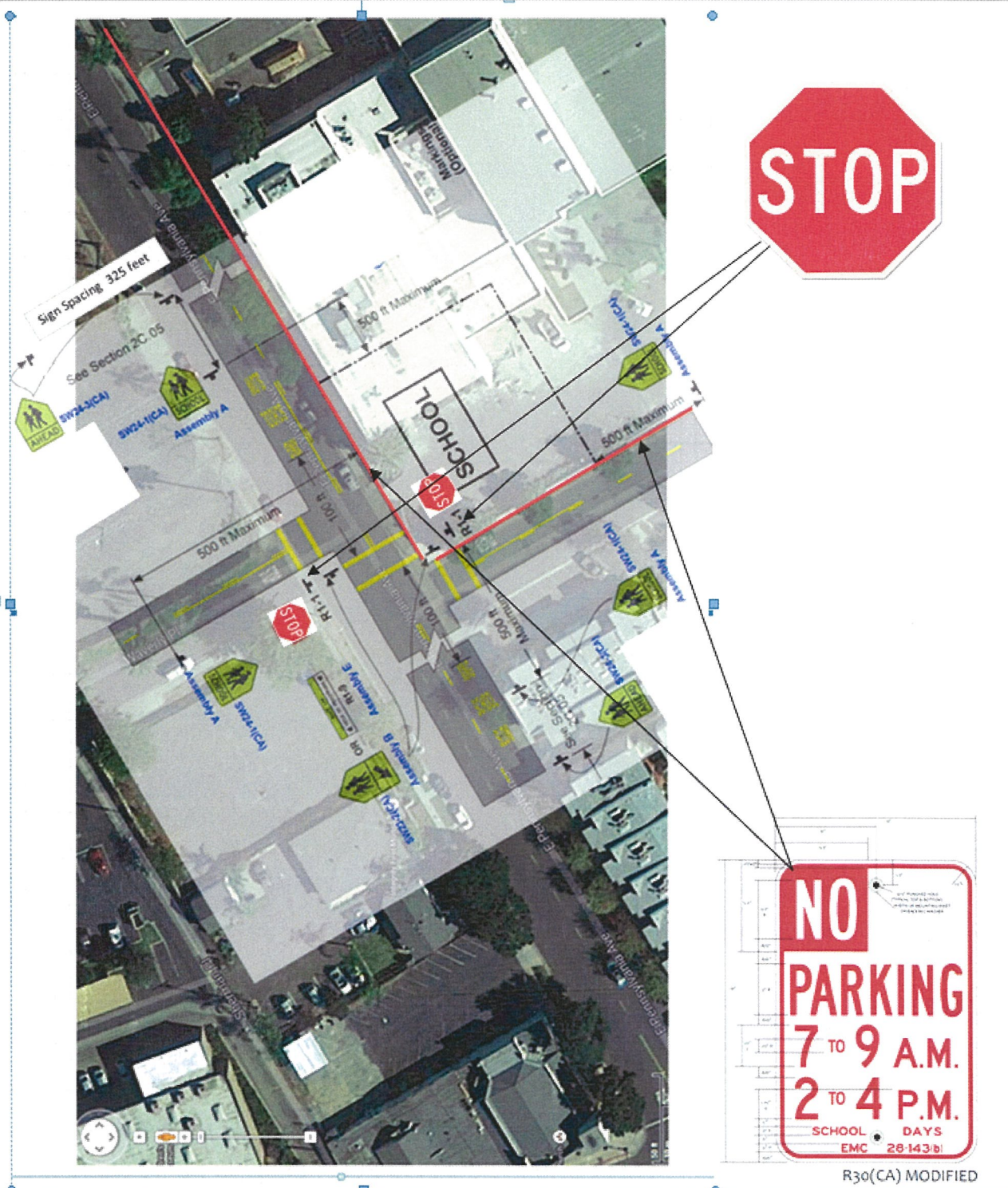


Edward N. Domingue, P.E.
Director of Public Works/City Engineer



Ali Shahzad, PE
Associate Engineer

EXHIBIT A



RESOLUTION NO. 2014-172

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA, TO
AMEND THE TRAFFIC SCHEDULES FOR STOP
INTERSECTIONS, YIELD INTERSECTIONS AND
TIMED PARKING

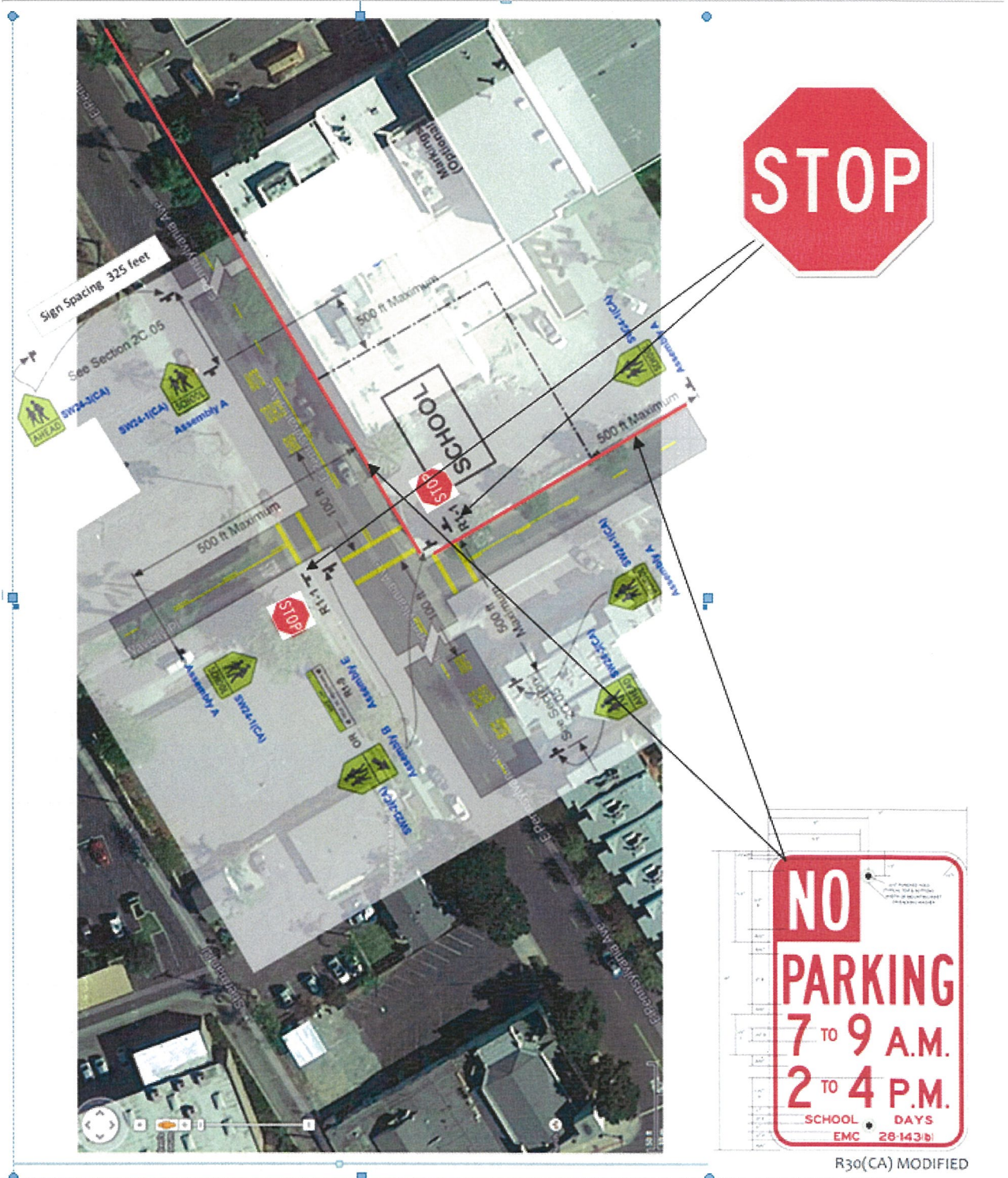
WHEREAS, Escondido Municipal Code Section 28-5 provides that the City Council establish a traffic schedule for stop intersection, yield intersections and timed parking; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend said traffic schedules;

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 Traffic Schedule for Stop Intersections be amended to reflect the addition of two (2) new stop signs including one (1) on Kalmia Street at the intersection of Pennsylvania Avenue and one (1) on Waverly Place at the intersection of Pennsylvania Avenue. A map of the locations is attached to this Resolution as Exhibit "A" and is incorporated by this reference.
3. That the Traffic Schedule for On-Street No Parking Zones be amended to reflect that parking be restricted during school pick-up (7 am to 9 am) and drop-off (2 pm to 4 pm) hours along the east curb line on Kalmia Street from Valley Parkway to Pennsylvania Avenue and along the south curblines on Pennsylvania Avenue from Kalmia Street to Juniper Street. See Exhibit "A" for a map of the locations.

EXHIBIT A



R30(CA) MODIFIED

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 22

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Modification to a Master and Precise Development Plan for "The Point", an Office Building in the La Terraza Corporate Center (PHG 14-0022)

STAFF RECOMMENDATION:

It is requested that Council introduce Ordinance No. 2014-19 approving a Modification to a Master and Precise Development Plan for an office building in the La Terraza Corporate Center.

PLANNING COMMISSION RECOMMENDATION:

On October 28, 2014, the Planning Commission voted 5-0 (Hale and Winton absent) to recommend approval of the proposed modification to the Master and Precise Development Plan for the office building.

PROJECT DESCRIPTION:

A modification to a Master and Precise Development Plan (2007-25-PD) to reduce the previously approved office building, known as "The Point", in the La Terraza Corporate Center, from an approximately 43,107 SF structure to an approximately 36,614 SF structure. The maximum building height is proposed to remain at 56'-2" and the building will still include three stories of Class A office space. The proposed development includes a decrease in the number of parking spaces from 156 spaces to 146 spaces, and off-site improvements to maintain line of sight for vehicles exiting the property, including the re-striping of La Terraza Boulevard and the signalization of the site's northern driveway.

LOCATION:

On the eastern side of La Terraza Boulevard, just north of the existing 24 Hour Fitness building and south of the future hotel building, addressed as 300 La Terraza Boulevard.

FISCAL ANALYSIS:

None

GENERAL PLAN ANALYSIS:

The proposed development is consistent with the existing Planned Commercial designation of the General Plan which permits the development of office, hotel, restaurant, and commercial land uses in the La Terraza development.

ENVIRONMENTAL REVIEW:

A Final Environmental Impact Report (EIR), City Log No. ER 86-43, was certified for the La Terraza Master Development Plan and Tract 693 on December 23, 1987. The EIR concluded that visual and traffic impacts would be significant and not mitigable. Pursuant to Section 15091 of the California Environmental Quality Act (CEQA), the City Council adopted a written Statement of Overriding Considerations that the economic, social, and aesthetic benefits of the project outweighed the unavoidable adverse impacts. Pursuant to CEQA Section 15162, no additional EIR need be prepared for subsequent changes proposed by the project since there are no substantial changes in the project that require major revisions to the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Implementation of all mitigation measure identified in the EIR has been completed or will be required by the conditions of approval to reduce all impacts to a level of insignificance, with the exception of the visual and traffic impacts. Since the proposed modifications still result in unmitigated traffic and visual impacts, approval of the project will necessitate a restatement of the Overriding Considerations.

BACKGROUND:

In April of 1988, the City Council approved a Master Development Plan, 88-16-PD, for a mixed-use project, including a full-service hotel and office and commercial buildings, on a 33± acre site east of Interstate 15, between West Valley Parkway and Ninth Avenue. This site, referred to as "La Terraza", was composed of eight subareas numbered from north to south, each with a conceptual building and site design and specified land use, and each requiring future approval of a Precise Development Plan. In 1991, a modification to the Master Development Plan combined Subareas 3 and 4 for the construction of a full-service hotel and multiple restaurants. Another modification in 1999 set aside Subarea 4 for an athletic club and Subarea 3 for a hotel. The athletic club (24 Hour Fitness) was constructed, but Subarea 3 remained undeveloped.

In October of 2005, Subarea 3, which is located on the north side of the 24 Hour Fitness building, obtained Master and Precise Plan approvals (under 2005-20-PD) for a four-story, 100-room business-class hotel and an approximately 44,000 SF three-story office building that included up to 3,460 SF of food service and specialty retail use. Subarea 3 consists of two lots, and each building was proposed for a separate lot. Both properties changed ownership after 2005-20-PD was approved. The owner of the hotel property proposed several modifications to the hotel, which included an increase in capacity from 100 to 105 rooms, an increase in height from 49'-6" to 58', an alteration in the building design to accommodate the Springhill Suites floor plan, and a modification to a previously-granted Business Enhancement Zone (BEZ) incentive to increase the parking reduction from 15 spaces to 25 spaces. These hotel changes were approved under 2007-18-PD. The new owner of the office building property also proposed several modifications to facilitate the construction of that building.

These modifications, covered under 2007-25-PD (The Point), included eliminating the parking garage to create three floors of office space within a smaller footprint, increasing the maximum height of the office building from 45'-3" to 56'-2," and eliminating the previously approved 3,460 SF of food service/specialty retail use. This modification slightly reduced the amount of floor area in the building (44,000 SF to 43,107 SF) and added three more parking spaces than provided under 2005-20-PD, resulting in the elimination of a BEZ incentive that had reduced the amount of required parking by two spaces.

The current proposal involves a Master Plan modification to adjust the property size for the planned development to match a recent boundary adjustment and another Precise Plan modification to reduce the size of the office structure, from 43,107 SF to 36,614 SF (a reduction of 6,493 SF). The building will retain a maximum height of 56'-2", and will still contain three stories of office space. The applicant is proposing to reduce the parking from 156 spaces to 146 (109 standard spaces, 32 compact spaces, and five accessible spaces) in conjunction with the decrease in building size. Since off-street parking standards call for one parking space for every 300 SF of office space, the minimum requirement for this proposal is 122 spaces, and there would be a surplus of 24 spaces. The parking lot would be served by two driveways, and staff has determined that off-site improvements will be necessary to maintain line of sight for drivers exiting the project site from either driveway (particularly the northern driveway, since it will be located in the middle of a curve). Re-striping of La Terraza Boulevard will be required to remove one of the two existing northbound traffic lanes and shift vehicle traffic toward the center of the street and away from the driveway entrances. This re-striping will also provide a bicycle lane and buffer zone on either side of the street, as well as two-way middle turn lane. The other required off-street improvement will be a new traffic signal at the project site's northern driveway.

The applicant is proposing to complete construction of the project in two phases: Phase 1 would involve installation/construction of site improvements, parking, and underground drainage with storm water treatment, and Phase 2 would involve construction of the office building itself. As a part of Phase 1, the applicant will be required to submit an interim signing and striping plan for La Terraza Boulevard to provide adequate line of sight at the driveway shared with the 24 Hour Fitness, since this driveway will be in use during the parking lot construction. In Phase 2, the applicant will be required to provide a signing and striping plan for the entirety of La Terraza Boulevard, and to obtain the approval of the Transportation Commission. Submittal of a design for the traffic signal may also be deferred until Phase 2 (if the applicant intends to construct and utilize the northern driveway at that time), or until the hotel project is ready to begin, since the northern driveway is intended to be a shared responsibility between the office building and hotel.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On October 28, 2014, the Planning Commission voted 5-0 to recommend approval of the proposed modification to the Master and Precise Development Plan for the office building, after discussing the timing of construction for the proposed driveway and the need for traffic control on La Terraza Boulevard during the construction of the project.

ANALYSIS:

The proposed modification would reduce the size of the building to 36,614 SF, and would decrease the number of parking spaces to 146. Since off-street parking standards require one parking space per 300 SF of office space, this smaller building would require only 122 parking spaces, resulting in a surplus of 24 spaces. Medical and dental offices still would be prohibited because the overall 1:250 parking ratio proposed for the site would be less than the 1:200 required for medical uses. The maximum height of the building would remain the same (56'-2') and all three floors would continue to be occupied by office space. The shared parking situation will remain in effect and the BEZ parking reduction incentive granted for the hotel will be needed once that building develops.

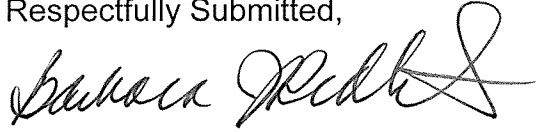
Both staff and the Planning Commission feel the proposed architectural design and building materials are consistent with the La Terraza Corporate Center Design Guidelines since the building exterior utilizes a stone veneer, low-reflective colored glass, and champagne bronze mullions as specified in the guidelines. The architecture is enhanced by cantilevered floors and a curving wall in the front that mimics the radius of the adjacent street. Additionally, the building has been designed by the same architect who wrote the design guidelines and designed all the other buildings approved for Subareas 3, 4 and 5, with the exception of the Realty Income building.

When the Master Plan for the hotel and office buildings was approved in 2005, two driveway entries from La Terraza Boulevard were provided with one in front of each building. In the 2007 modification, both driveways were shifted to the south, with the southern driveway shifted about 70 feet south where it could be more efficiently shared with 24 Hour Fitness, and the northern driveway shifted about 100 feet south to be shared between the hotel and office building. The northern driveway has not yet been constructed, and its location in this current modification is the same as what was approved in 2007 (2007-25-PD). The southern driveway currently exists, in the location shown on the 2005 plans (2005-20-PD). On May 22, 2014, a property line adjustment was approved for the property line between the subject parcel and the 24 Hour Fitness properties. As a result of this adjustment, the southern driveway now straddles the line between these two properties. The northern driveway is located in the middle of the horizontal curve as well as within the vertical curve of the street; these conditions, combined with fairly high traffic speeds, provide a situation where sight distance for vehicles exiting the driveway is very limited.

Clearing an adequate easement length for sight distance would require a significant amount of retaining walls and would likely result in the loss of all the parking in the front of the office building. This would remain the case even if access to the driveway was limited to right-in/right-out. Elimination of the northern driveway is not an adequate solution to this problem, since it would severely hinder access to the future hotel. Therefore, staff is conditioning the project to require the re-striping of La Terraza Boulevard to shift vehicle traffic toward the center of the street and away from the driveways. One of the two existing northbound traffic lanes would be removed, leaving a single lane in each direction, and a bicycle lane and buffer zone would be added to each side of La Terraza Boulevard. A two-way middle turn lane would be maintained in the center of the street. Additionally, the applicant will be required to install a traffic signal at the northern driveway to the project site. The applicant for this project has requested permission to phase construction so that site improvements and parking will be installed in Phase 1 and the office building will be constructed in Phase 2. In Phase 1, the applicant will be required to submit an interim signing and striping plan for

La Terraza Boulevard to provide adequate line of sight at the driveway shared with the 24 Hour Fitness. A signing and striping plan for the entire length of La Terraza Boulevard (from Ninth Avenue to West Valley Parkway) will be required for Phase 2. Submittal of plans for the traffic signal may be deferred until Phase 2 (if the applicant wishes to construct and utilize the northern driveway during that phase), or until hotel construction is ready to begin. If the applicant wishes to defer the signal plan until the hotel is built, the northern driveway will remain closed until that occurs.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Ann Dolmage
Associate Planner

PLANNING COMMISSION

Agenda Item No.: G.3
Date: October 28, 2014

CASE NUMBER: PHG 14-0022

APPLICANT: McArdle Associates Architects

LOCATION: On the eastern side of La Terraza Boulevard, between Ninth Avenue and West Valley Parkway, addressed as 300 La Terraza Boulevard.

TYPE OF PROJECT: Modification to Master and Precise Development Plan

PROJECT DESCRIPTION: A modification to a Master and Precise Development Plan (2007-25-PD) to change the previously approved office building, known as "The Point," from an approximately 43,107 SF structure to an approximately 36,614 SF structure. The maximum building height is proposed to remain at 56'-2" and the building will still include three stories of Class A office space. The proposed development includes a decrease in the number of parking spaces from 156 spaces to 146 spaces. Off-site improvements for maintenance of line of sight will include the re-striping of La Terraza Boulevard to remove one of the two existing northbound traffic lanes (and to shift traffic toward the center of the street) and the signalization of the northern driveway.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION/TIER: PC (Planned Commercial)
Tier 1 – Central Subarea

ZONING: PD-C (Planned Development – Commercial)

BACKGROUND/SUMMARY OF ISSUES: In April of 1988, the City Council approved a Master Development Plan (88-16-PD) for a 438,000 SF mixed-use project, including a full-service hotel and office and commercial buildings, on a 33± acre site east of Interstate 15, between West Valley Parkway and Ninth Avenue. The Master Plan site, referred to as "La Terraza," was composed of eight separate subareas numbered from north to south, each with a conceptual building and site design and specified land use, and each requiring future approval of a Precise Development Plan. Only two buildings were constructed in accordance with the original Master Plan: the Arco AM/PM on Subarea 1 and the AAA building on Subarea 6.

In December of 1991, the City Council approved a modification to the La Terraza Master Plan (91-20-PD) for Subareas 3, 4, 5 and 8. The modification involved combining Subareas 3 and 4 for the construction of 200-room, full-service hotel with a 7,500 SF restaurant and two additional restaurants with a maximum area of up to 20,000 SF. Subarea 8 was approved at the Preliminary Development Plan level for a maximum of 51,000 SF of office space, subject to future Master and Precise Plan approval. None of the buildings proposed as part of this modification were ever constructed.

In 1999, two additional modifications to the La Terraza Master Plan were approved. In June, Subareas 3, 4 and 5 were modified (under 99-14-PD) to create the La Terraza Corporate Center, consisting of a 154-room hotel on Subarea 3, an athletic club on Subarea 4, and 144,000 SF of office space and a 7,500 SF restaurant on Subarea 5. The 24-Hour Fitness building was constructed on Subarea 4 as a result of that approval. The following August, the City Council approved a modification to Subarea 8 (99-25-PD) to change the previous approval for office space to an Infiniti automobile dealership. The dealership was constructed later that year.

A modification to Subarea 5 (2002-16-PD) was approved in June of 2002 to delete the 7,500 SF restaurant and build a 23,500 SF office building that is now occupied by Century 21 Award. Subsequent modifications to Subarea 5 were approved by the City Council in September of 2005 to allow a 35,871 SF, three-story office building occupied by Realty Income (2004-15-PD) and in May of 2006 to replace two 45,000 SF office buildings with one 81,519 SF, four-story office building (2005-70-PD).

Michael Crews Development received approval in March of 2005 for an amendment to the original La Terraza Master Plan on Lot 2 on Subarea 1 to increase the office building size from 6,000 SF to 12,139 SF and utilize the more recent architectural guidelines now in effect on Subareas 3, 4 and 5. That building was completed in 2007.

In October of 2005, Subarea 3, which is located on the north side of the 24 Hour Fitness building, obtained Master and Precise Plan approvals (under 2005-20-PD) for a four-story, 100-room business-class hotel and an approximately 44,000 SF three-story office building that included up to 3,460 SF of food service and specialty retail use. Subarea 3 consists of two lots, and each building was proposed for a separate lot. Both properties changed ownership after 2005-20-PD was approved. The owner of the hotel property proposed several modifications to the hotel, which included an increase in capacity from 100 to 105 rooms, an increase in height from 49'-6" to 58', an alteration in the building design to accommodate the Springhill Suites floor plan, and a modification to a previously-granted Business Enhancement Zone (BEZ) incentive to increase the parking reduction from 15 spaces to 25 spaces. These hotel changes were approved under 2007-18-PD. The new owner of the office building property also proposed several modifications to facilitate the construction of that building. These modifications, covered under 2007-25-PD (The Point), included eliminating the parking garage to create three floors of office space within a smaller footprint, increasing the maximum height of the office building from 45'-3" to 56'-2," and eliminating the previously approved 3,460 SF of food service/specialty retail use. This modification slightly reduced the amount of floor area in the building (44,000 SF to 43,107 SF) and added three more parking spaces than provided under 2005-20-PD, resulting in the elimination of a BEZ incentive that had reduced the amount of required parking by two spaces.

The current proposal involves a Master Plan modification to adjust the property size for the planned development to match a recent boundary adjustment and another Precise Plan modification to reduce the size of the office structure, from 43,107 SF to 36,614 SF (a reduction of 6,493 SF). The building will retain a maximum height of 56'-2", and will still contain three stories of office space. The applicant is proposing to reduce the parking from 156 spaces to 146 (109 standard spaces, 32 compact spaces, and five accessible spaces) in conjunction with the decrease in building size. Since off-street parking standards call for one parking space for every 300 SF of office space, the minimum requirement for this proposal is 122 spaces, and there would be a surplus of 24 spaces. The parking lot would be served by two driveways, and staff has determined that off-site improvements will be necessary to maintain line of sight for drivers exiting the project site from either driveway (particularly the northern driveway, since it will be located in the middle of a curve). Re-striping of La Terraza Boulevard will be required to remove one of the two existing northbound traffic lanes and shift vehicle traffic toward the center of the street and away from the driveway entrances. This re-striping will also provide a bicycle lane and buffer zone on either side of the street, as well as two-way middle turn lane. The other required off-street improvement will be a new traffic signal at the project site's northern driveway. The applicant is proposing to complete construction of the project in two phases: Phase 1 would involve installation/construction of site improvements, parking, and underground drainage with storm water treatment, and Phase 2 would involve construction of the office building itself. The applicant will be required to submit a signing and striping plan for re-striping of La Terraza Boulevard during Phase 1. Submittal of a design for the traffic signal may be deferred until Phase 2 (if the applicant intends to construct and utilize the northern driveway at that time), or until the hotel project is ready to begin, since the northern driveway is intended to be a shared responsibility between the office building and hotel.

Staff feels that the issues are as follow:

1. Appropriateness of modifying the Master and Precise Plan for the office building to allow a smaller structure and a corresponding decrease in parking.
2. Whether the proposed architecture conforms to the La Terraza Corporate Center Design Guidelines.

3. Whether off-site improvements on La Terraza Boulevard are necessary to protect line of sight for vehicles exiting the property, especially at the northern driveway (shared between this site and the hotel site).

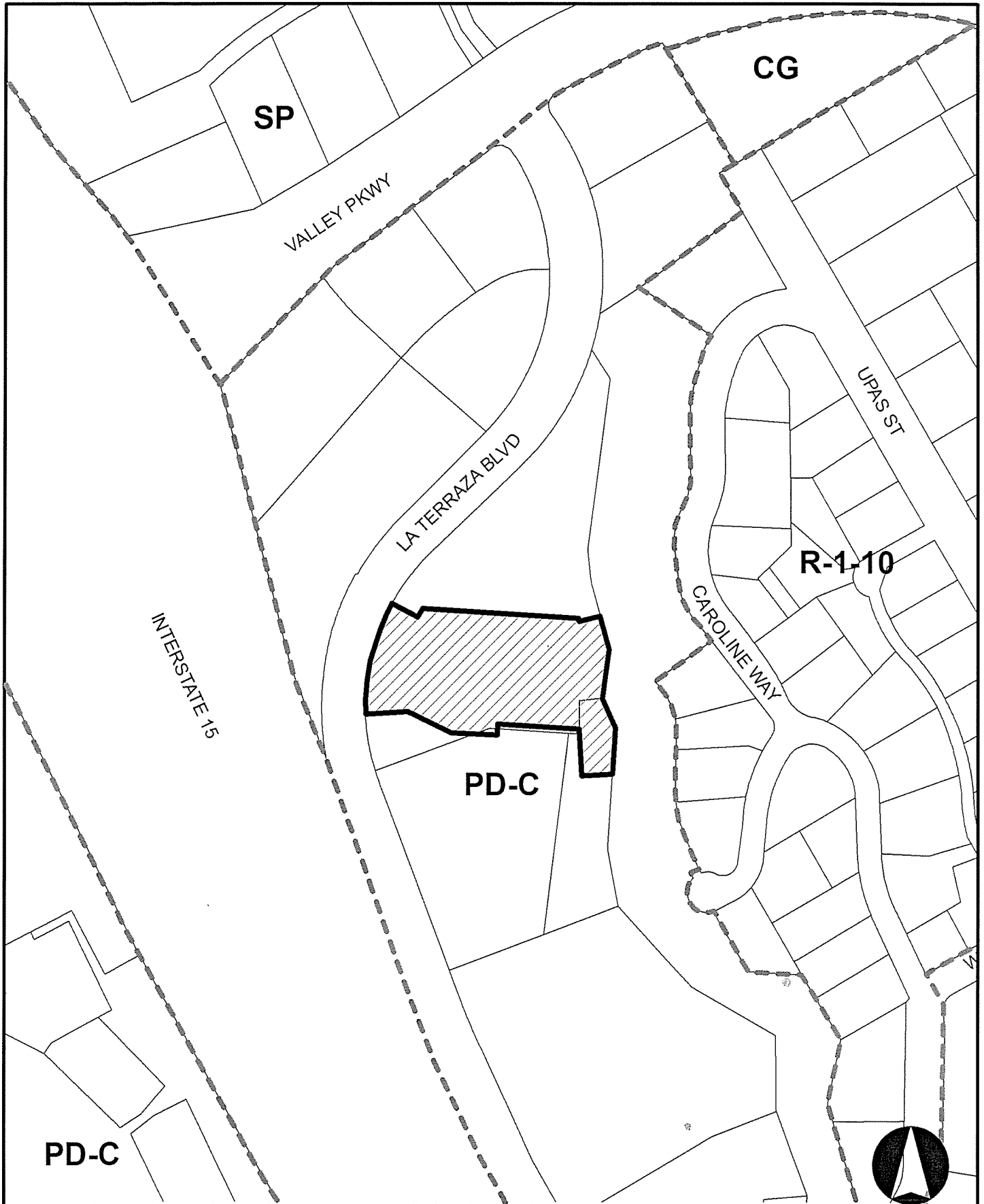
REASONS FOR STAFF RECOMMENDATION:

1. Staff feels the proposed modification to the building design is appropriate since it utilizes materials that are similar to those approved under 2007-25-PD. It also provides a smaller amount of floor area within a smaller footprint. While the number of parking spaces provided will be reduced from 156 to 146, the smaller floor area will reduce the number of required spaces to 122, resulting in a surplus of 24 spaces. This eliminates the need for a BEZ parking reduction that was previously granted for the office building site. The building will contain three stories as previously approved and no additional building height is proposed.
2. Staff feels the proposed architectural design and building materials are consistent with the La Terraza Corporate Center Design Guidelines since the building was designed by the author of the guidelines and includes exterior materials such as a stone veneer, low-reflective colored glass, and metal accents, as specified in the guidelines. The project underwent design review by Planning staff on August 28, 2014 and again on October 2, 2014. Several recommendations were made during these reviews, and the applicant incorporated these recommendations into the final project design.
3. The northern driveway that serves the project is shared with the future hotel property. A previous modification to earlier designs shifted the driveway to the south to provide better access to the hotel property, which is elevated above the street. The curving nature of La Terraza Boulevard in this area restricts the ability of drivers exiting the project driveway to adequately see oncoming cars in the street. Staff has conditioned the project to require off-site improvements to maintain line of sight for drivers exiting the property, especially at the northern driveway. These improvements will include re-striping La Terraza Boulevard to shift traffic toward the center of the street and away from the driveways, as well as signaling the northern driveway when that driveway is constructed and utilized (either during the construction of the office building, or construction of the hotel, which will be sharing the northern driveway with the office building).

Respectfully Submitted,



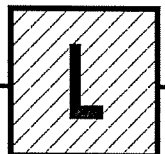
Ann Dolmage
Associate Planner



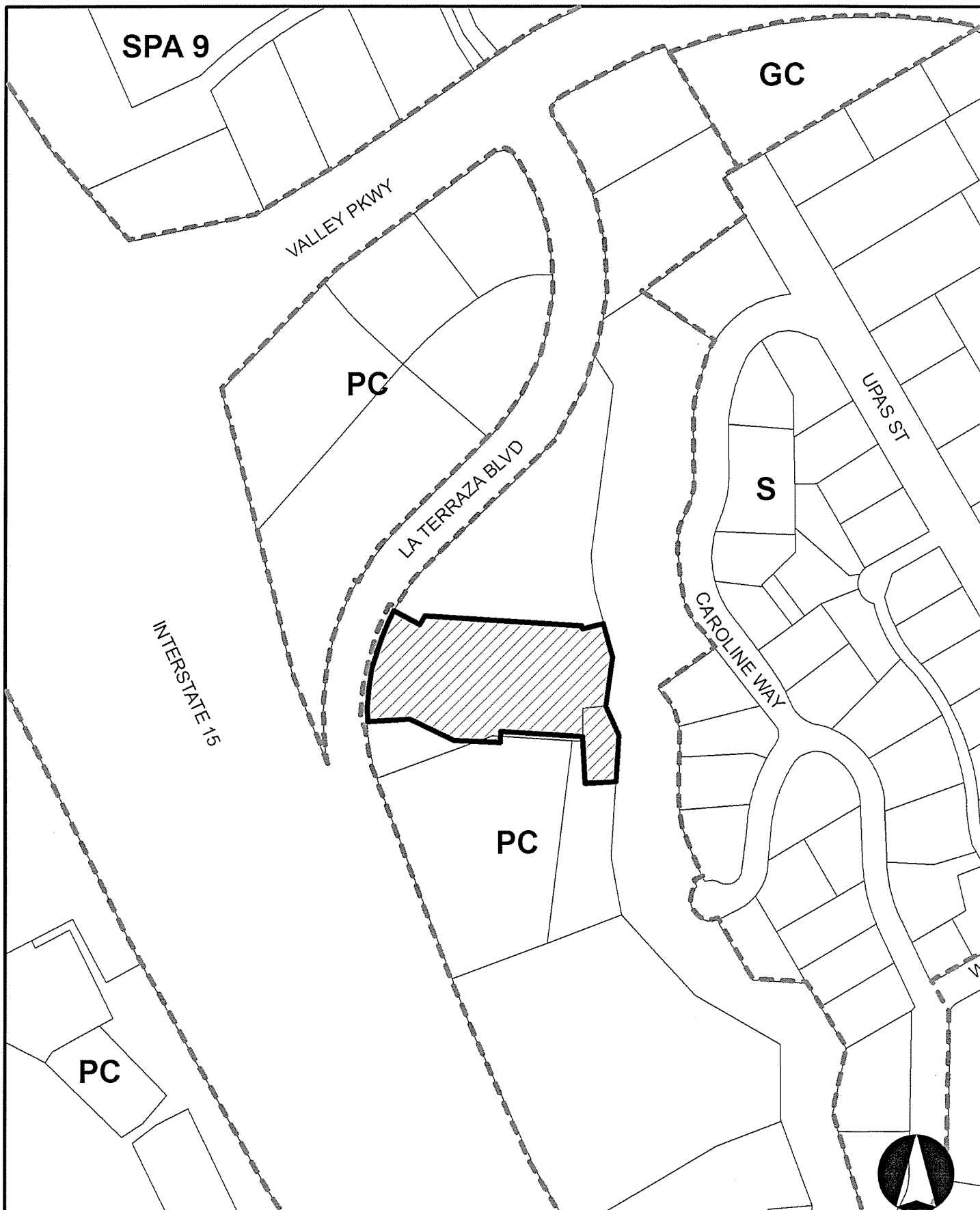
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PD-C

**PROPOSED PROJECT
PHG 14-0022**



LOCATION/ZONING

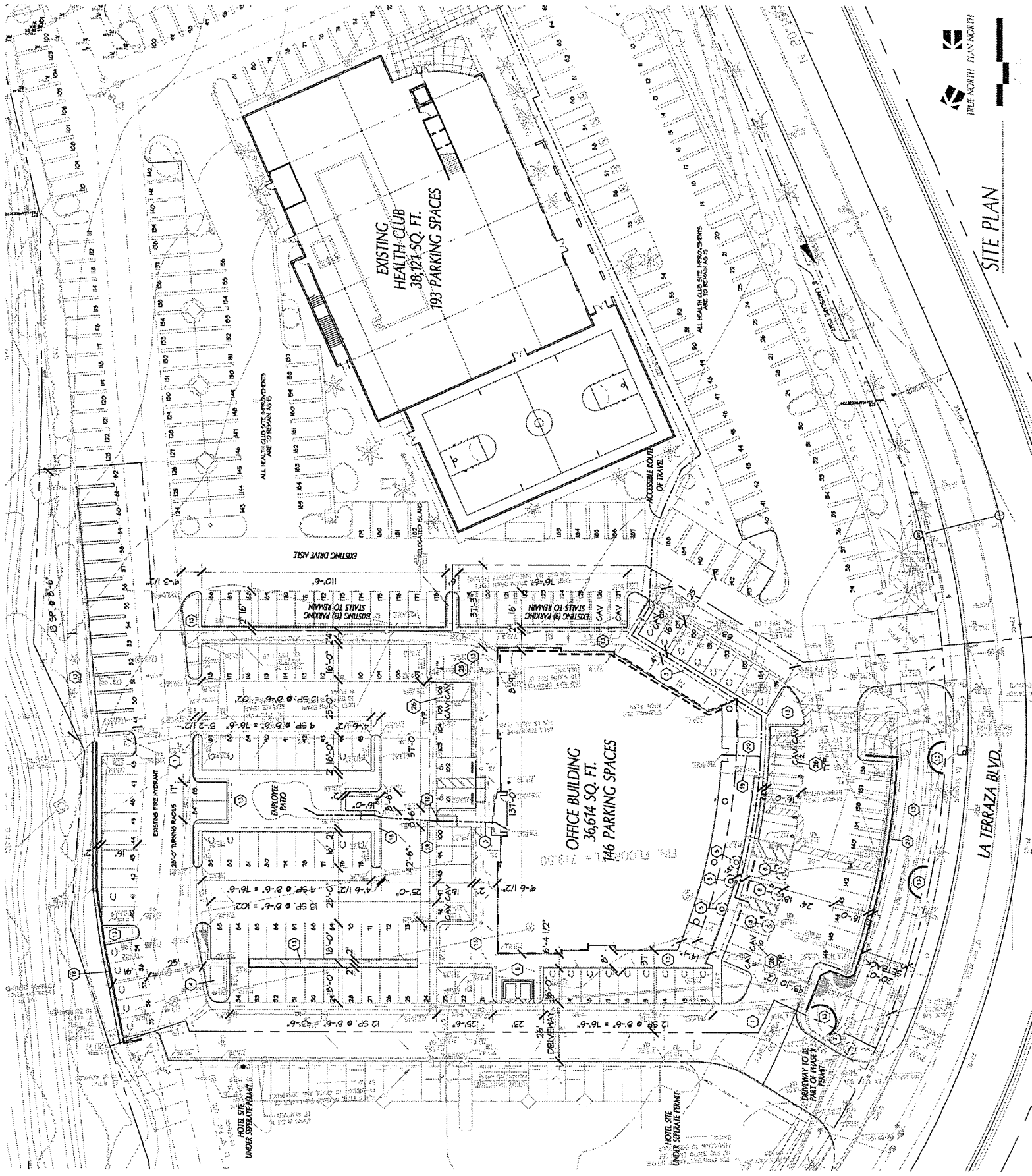


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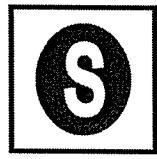
**PROPOSED PROJECT
PHG 14-0022**

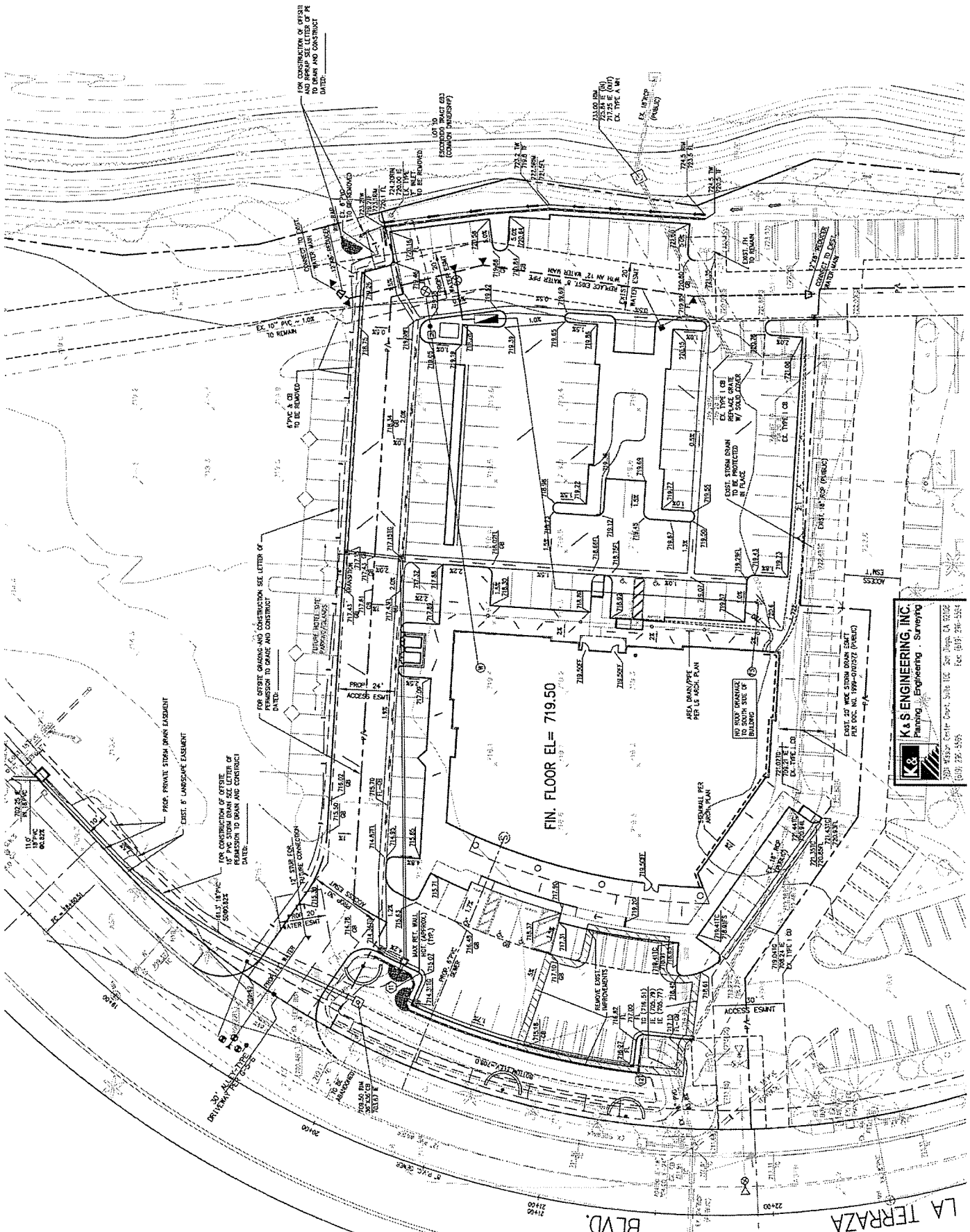


GENERAL PLAN



**PROPOSED PROJECT
PHG 14-0022**





**PROPOSED PROJECT
PHG 14-0022**



K & S ENGINEERING, INC.
 Planning · Engineering · Surveying
 2200 Mission Center Court, Suite 105, San Diego, CA 92108
 Tel: (619) 236-4555

FOR CONSTRUCTION OF OFFSHORE AND SHIPYARD SEE LETTERS OF PERMISSION TO GRAVE AND CONSTRUCT DATED:

FOR OFFSITE GRADING AND CONSTRUCTION SEE LETTERS OF PERMISSION TO GRAVE AND CONSTRUCT DATED:

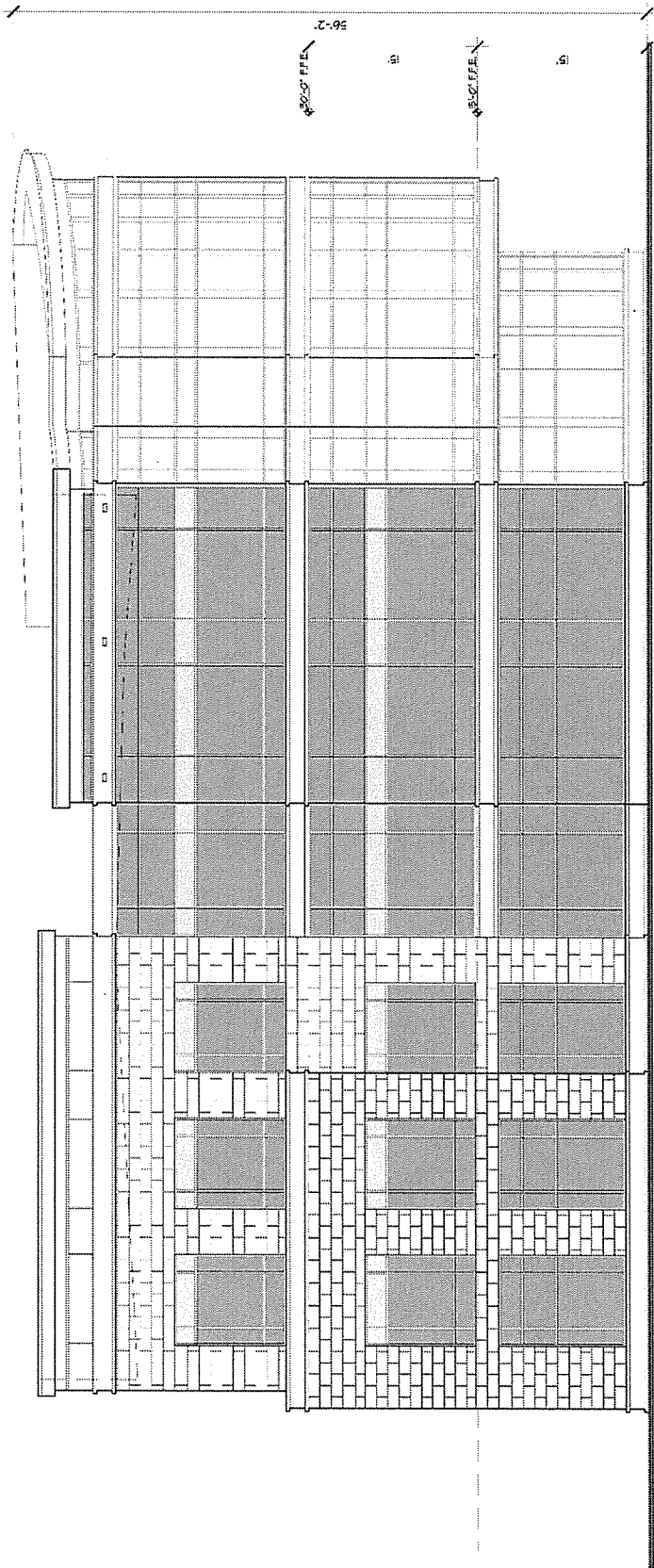
FOR CONSTRUCTION OF OFFSHORE AND SHIPYARD SEE LETTERS OF PERMISSION TO GRAVE AND CONSTRUCT DATED:

AREA DRAIN/Pipe PER LS ARCH. PLAN

FIN. FLOOR EL = 719.50

LA TERRAZA

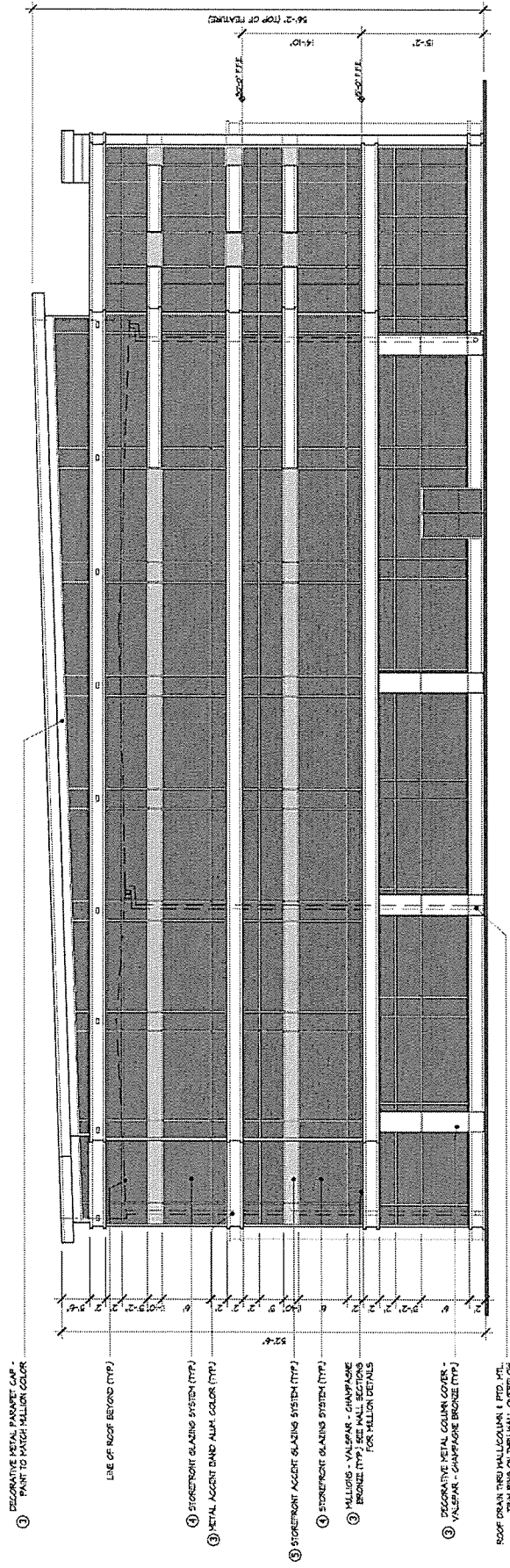
BLVD.



NORTH ELEVATION

**PROPOSED PROJECT
PHG 14-0022**



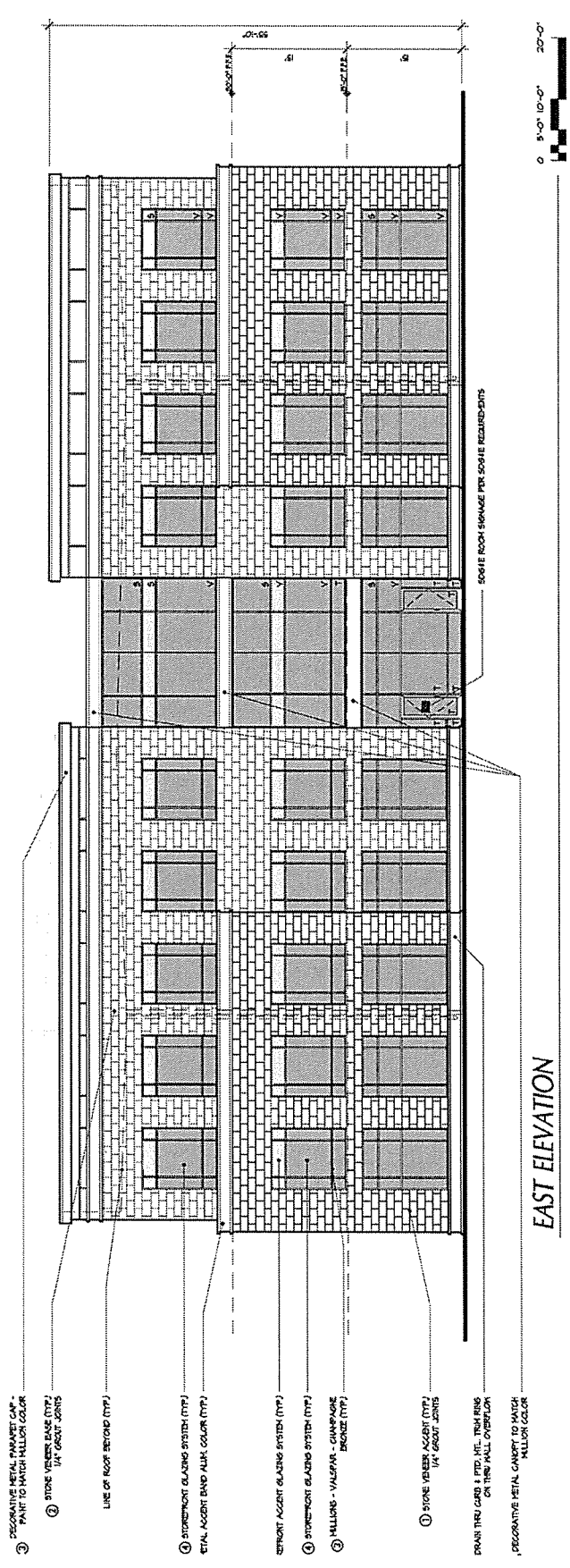


WEST ELEVATION /ENTRY

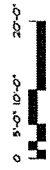
- ① DECORATIVE METAL PARAPET CAP - PAINT TO MATCH MULLION COLOR
 - ② LINE OF ROOF BEYOND (TYP)
 - ③ STOREFRONT GLAZING SYSTEM (TYP)
 - ④ METAL ACCENT BAND ALUM. COLOR (TYP)
 - ⑤ STOREFRONT ACENT GLAZING SYSTEM (TYP)
 - ⑥ STOREFRONT GLAZING SYSTEM (TYP)
 - ⑦ MULLIONS - VALSPAR - CHAMPAGNE BRONZE (TYP) SEE WALL SECTIONS FOR MULLION DETAILS
 - ⑧ DECORATIVE METAL COLUMN COVER - VALSPAR - CHAMPAGNE BRONZE (TYP)
- ROOF DRAIN THRU MULLION & FTD. MET. TRIM RING ON THRU WALL OVERLAP

**PROPOSED PROJECT
PHG 14-0022**



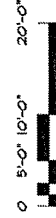
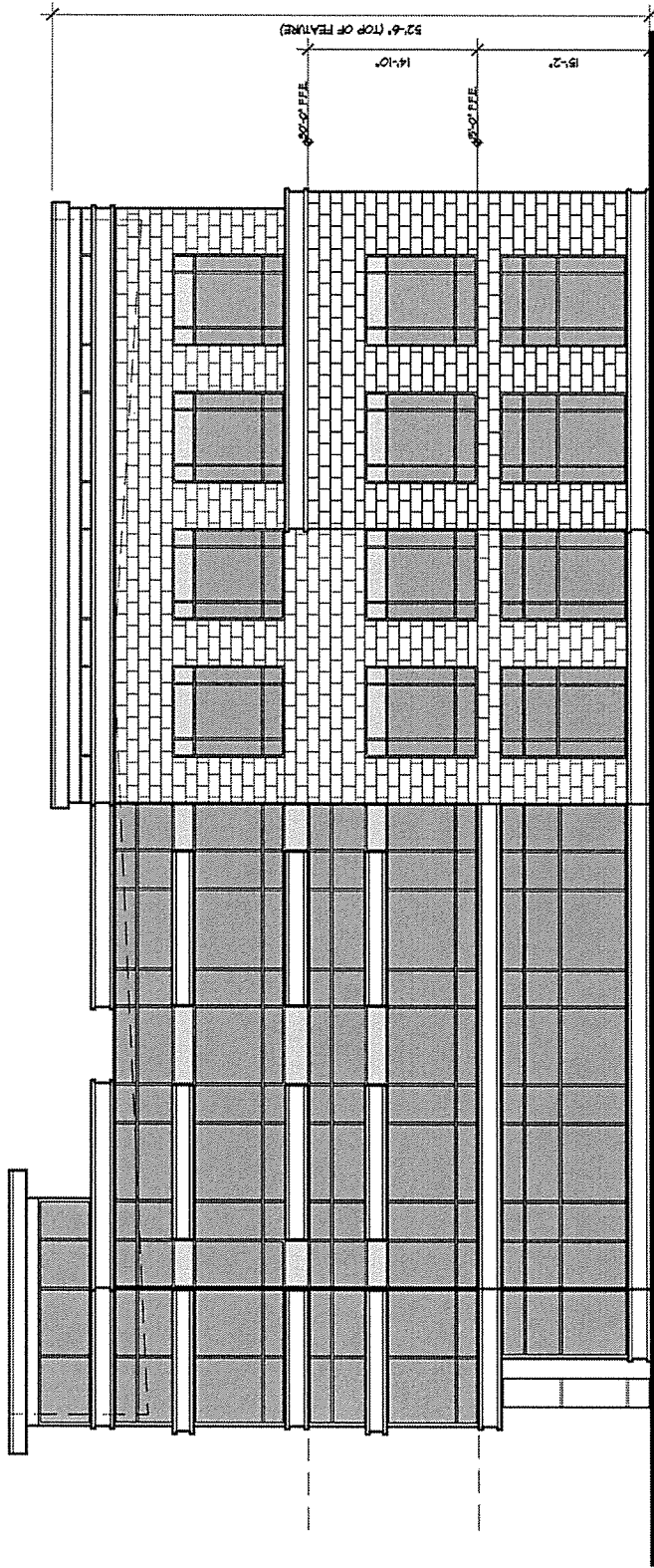


EAST ELEVATION



**PROPOSED PROJECT
PHG 14-0022**

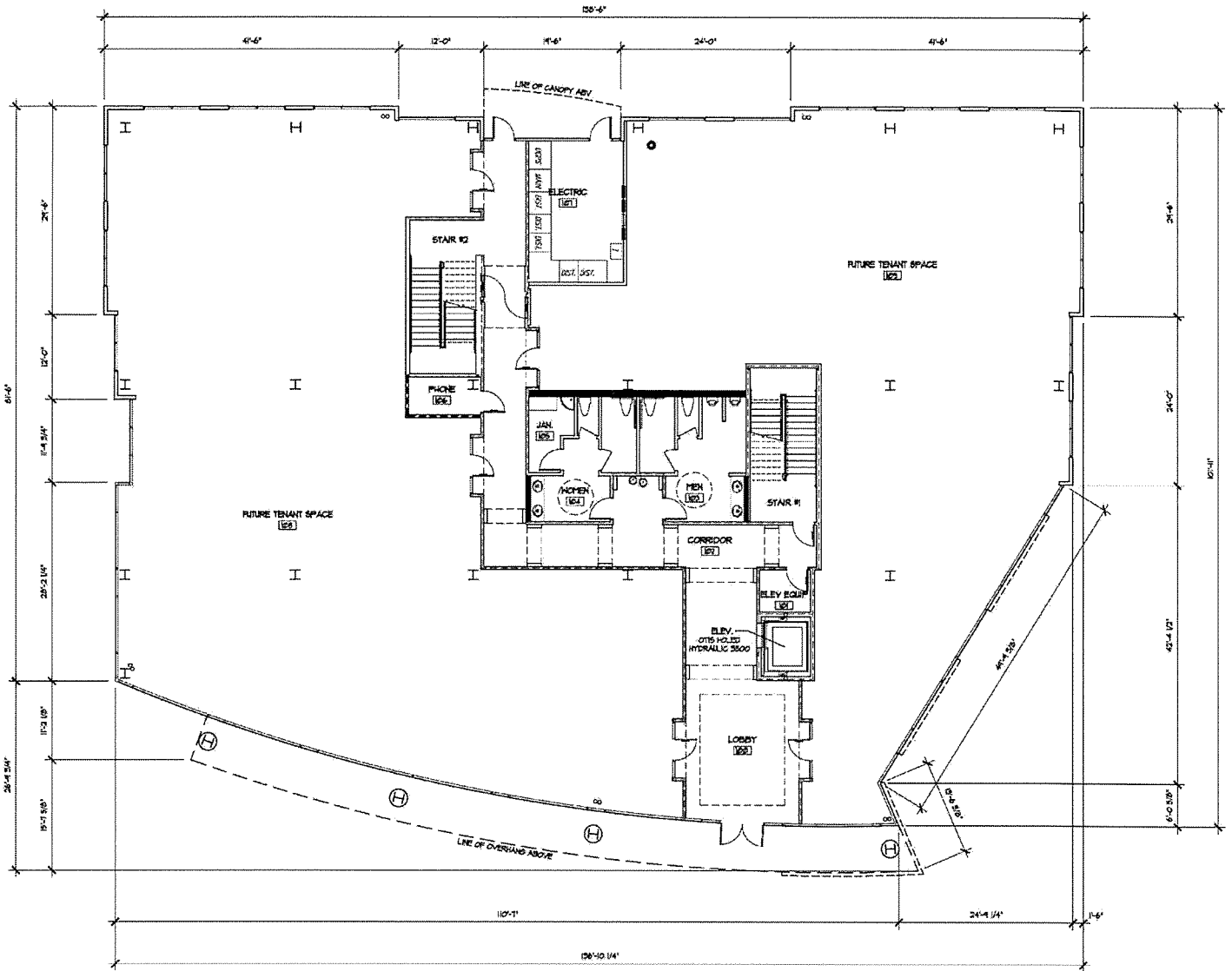




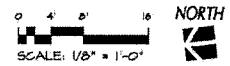
SOUTH ELEVATION

**PROPOSED PROJECT
PHG 14-0022**

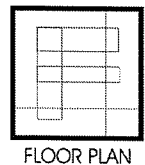




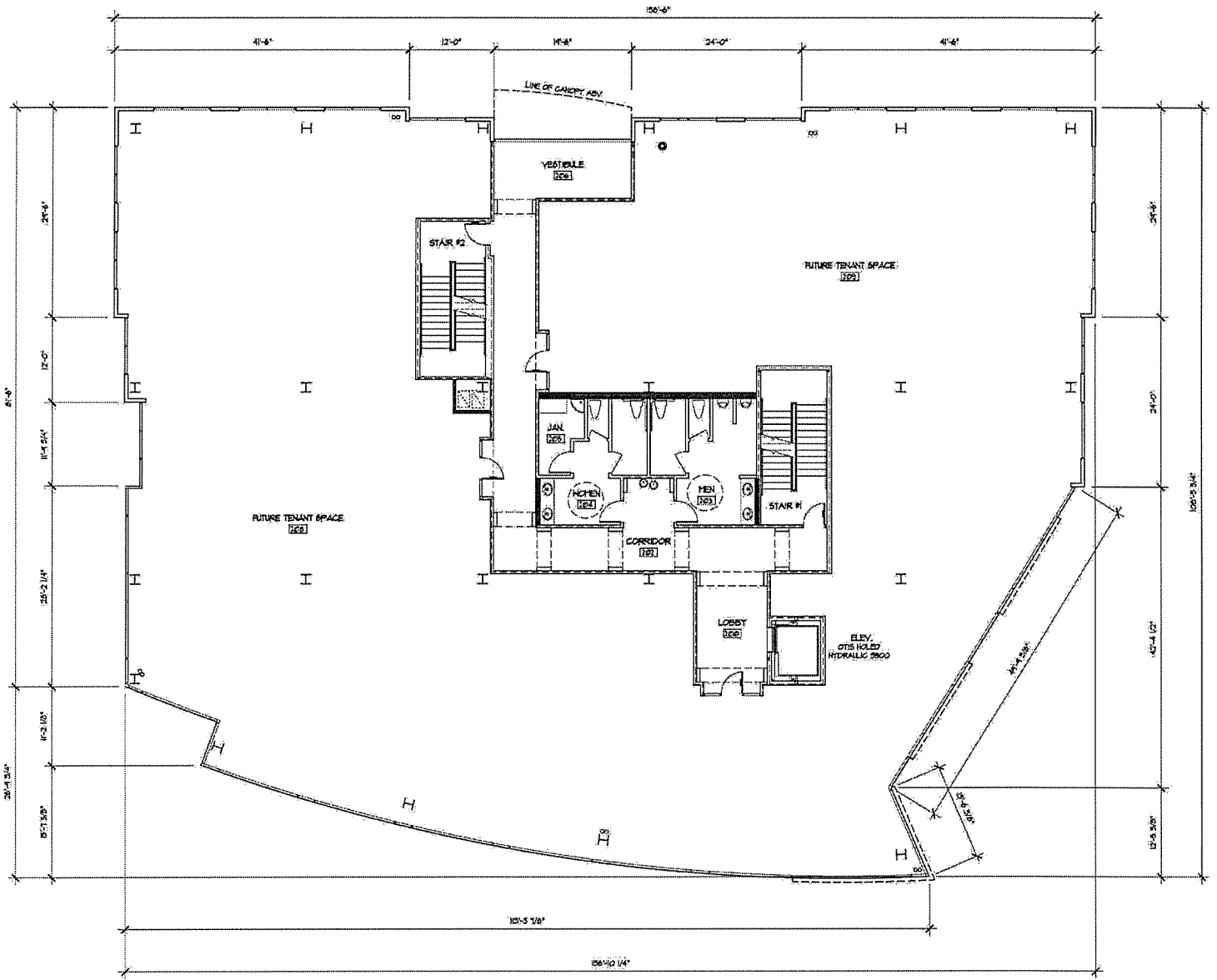
FIRST FLOOR PLAN



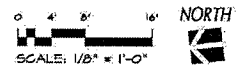
**PROPOSED PROJECT
PHG 14-0022**



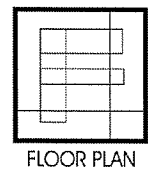
FLOOR PLAN

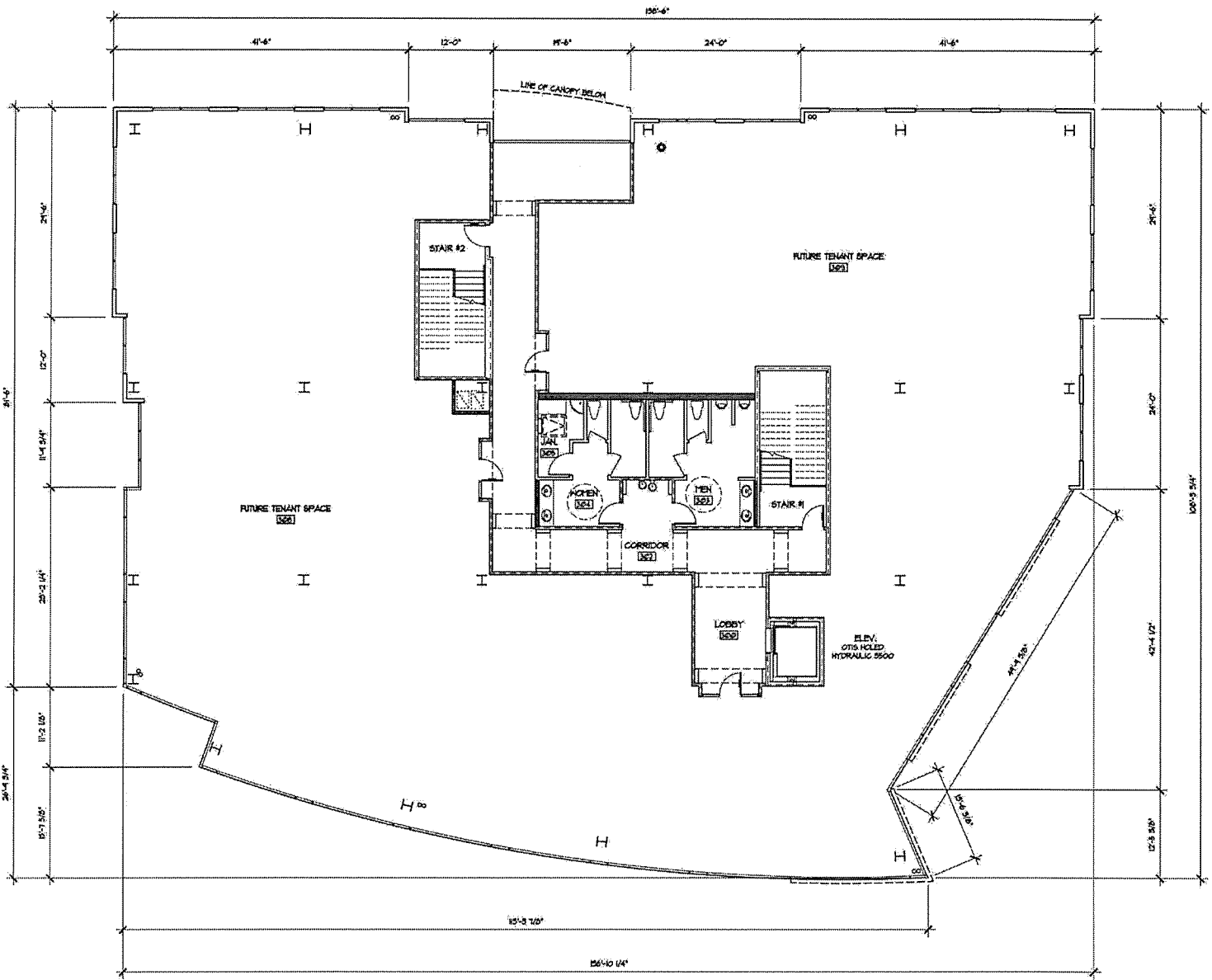


SECOND FLOOR PLAN

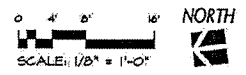


**PROPOSED PROJECT
PHG 14-0022**

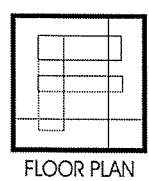




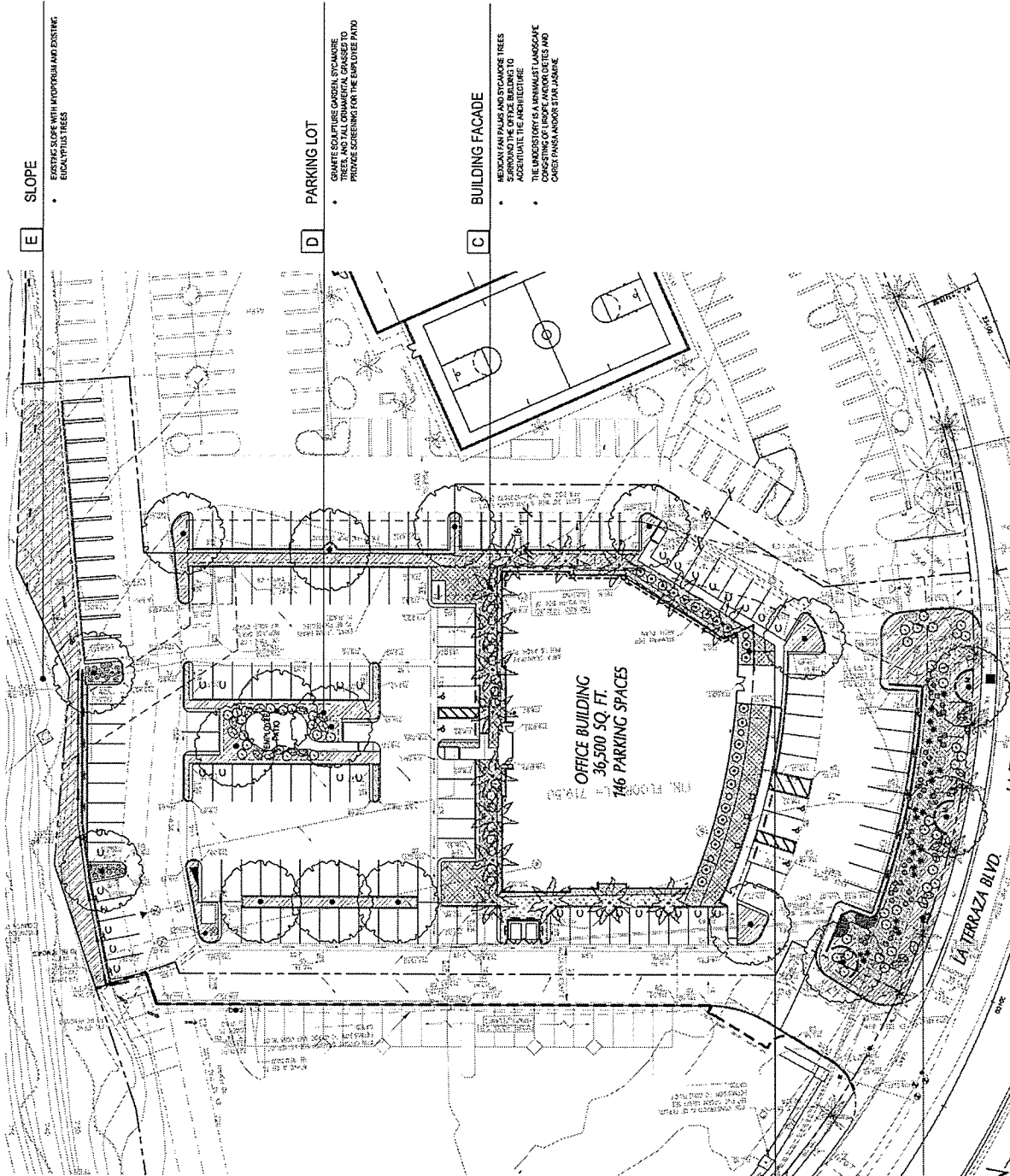
THIRD FLOOR PLAN



**PROPOSED PROJECT
PHG 14-0022**



PROPOSED PROJECT PHG 14-0022



E SLOPE

- ESTABLISH SLOPE WITH HYDRANGEA AND DISTINGUISH EUCALYPTUS TREES

D PARKING LOT

- GRANITE SCULPTURE GARDEN, SYCAMORE TREES, AND TALL ORNAMENTAL GRASSES TO PROVIDE SCREENING FOR THE EMPLOYEE PARKING

C BUILDING FACADE

- MEDICINAL PALM PALMS AND SYCAMORE TREES SURROUNDING THE OFFICE BUILDING TO ACCENTUATE THE ARCHITECTURE
- THE UNDERSTORY IS A MINIMALIST LANDSCAPE WITH GRASSES, SMALL PALMS, AND CAREY PANSAS AND/OR STAR JASMINE

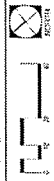
B BUILDING FRONTAGE

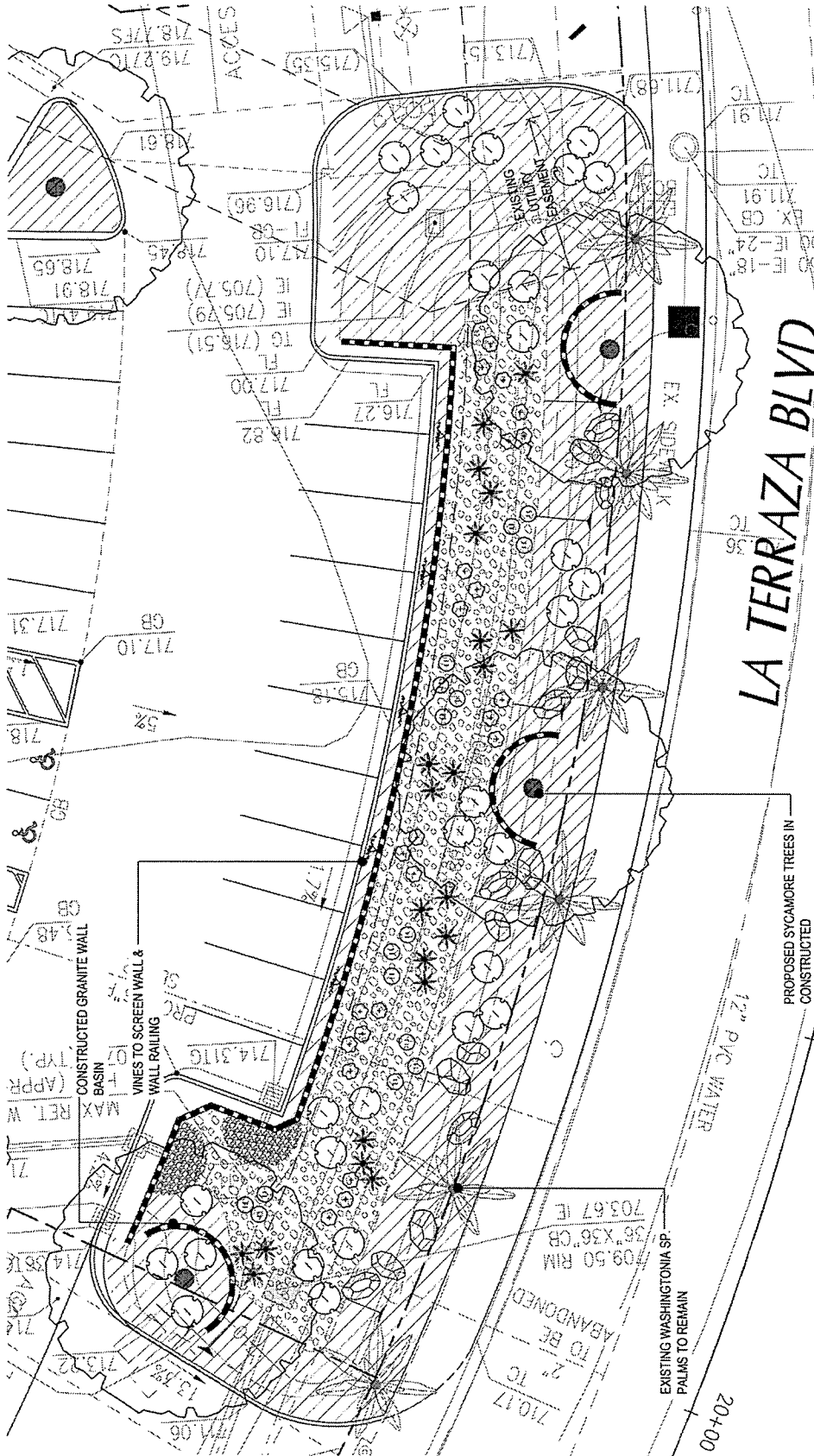
- LUSH MINIMALIST LANDSCAPE WITH COBBLE AND ACCENT LIGHTING ACCENTUATES THE ARCHITECTURE AND ENTRY.

A STREETScape

- ESTABLISH A STREETSCAPE WITH SYCAMORE TREES WHICH COMPLEMENT THE EXISTING SYCAMORE AND BOSTON PALMS
- UNDER THE TREE CANOPY IS A LUSH GREEN MEDICINAL PALM PALETTE IN THE RETENTION BASIN WHICH CONSISTS OF ORNAMENTAL GRASSES AND ACCENT FOLIAGES

LANDSCAPE CONCEPT PLAN





B STREET FRONTAGE LANDSCAPE ENLARGEMENT

**PROPOSED PROJECT
PHG 14-0022**



ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH - PD-C (Planned Development – Commercial)/ Subarea 3 of La Terraza Master Plan consisting of a vacant parcel currently approved for a 100-room, four-story hotel.

SOUTH - PD-C/ Subarea 4 of La Terraza Corporate Center Master Plan consisting of a 24 Hour Fitness building and associated parking.

EAST - R-1-10 (Single-family Residential – 10,000 SF minimum lot sizes)/ Single-family residences elevated above the project site.

WEST - Interstate 15, beyond which is the PD-C-zoned Escondido Promenade Commercial Center.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service – The Police Department has expressed no concern regarding their ability to provide service to the site.
2. Effect on Fire Service – The Fire Department has expressed no concern relative to its ability to provide service to the site provided standard fire protection measures are installed as part of the project. The Fire Department will require fire hydrants on the site, fire sprinklers in the buildings and a fire alarm system. A radio reception booster may be required. All elevators shall be appropriately sized for medical gurneys. The site will be served by Fire Station No. 1 (Quince Street) which is within the five minute response time mandated by the General Plan.
3. Traffic – The project will take access from La Terraza Boulevard, which is classified as a Local Collector Road on the City’s Circulation Element. Existing traffic volumes on La Terraza Boulevard are approximately 5,200 ADT, which operates at a Level of Service A under existing improvement conditions. Based on the San Diego Association of Government’s (SANDAG) traffic generation rates for the San Diego region, the proposed office building will generate approximately 732 ADTs (20 ADT per 1,000 SF/office) where the previously approved office building would have generated 862 ADTs. This decrease of 130 ADTs results from the downsizing of the proposed building from 43,107 SF to 36,614 SF. As a whole, Subarea 3 will experience a net decrease of 95 ADTs, since the capacity of the hotel increased from 100 rooms to 105 rooms under 2007-18-PD (which was approved shortly after 2007-25-PD). This increase in hotel capacity increased the ADTs for that building from 700 to 735. Ultimate build-out traffic volumes on La Terraza Boulevard are well within the capacity of the street.

The proposed changes to the Master Plan will not change the level of service on nearby streets from the levels anticipated by the previous project since the total ADTs (Average Daily Trips) generated by the development will be slightly reduced from the cap of 13,950 ADTs established in the Environmental Impact Report for La Terraza.

The revised ADT calculations for the entire development by each subarea are shown below:

<u>Subarea</u>	<u>Proposed or Existing Use</u>	<u>ADTs per Previous Master Plan (2007-25-PD)</u>	<u>ADTs Proposed for Revised Master Plan</u>
Subarea 1	Gas Station/Office	1,583	1,583
Subarea 2	Restaurant/Retail	3,050	3,050

Subarea 3	Hotel/Office	1,562 (700 hotel; 862 office)	1,467 (735 hotel; 732 office)
Subarea 4	Health Club	1,138	1,138
Subarea 5	Office	2,982	2,982
Subarea 6	Office	980	980
Subarea 7	Office	360	360
<u>Subarea 8</u>	Auto Dealer	<u>700</u>	<u>700</u>
TOTALS		12,355 ADTs	12,260 ADTs

The proposed modification would result in 1,690 unallocated ADTs from the overall cap of 13,950 ADTs that could potentially be used by one or more subareas without exceeding the EIR threshold for traffic generation by the development.

4. Utilities – City sewer and water mains with sufficient capacity to serve the project are available within the adjoining street or easement. The project does not materially degrade the levels of service of the public sewer and water system.
5. Drainage – There are no significant drainage courses within or adjoining the property. The project is conditioned to provide a drainage study, which will determine the extent of drainage facilities necessary to control runoff. Runoff from the project will be directed to the adjoining public street or other approved drainage facility. The project does not materially degrade the levels of service of the existing drainage facilities.

C. ENVIRONMENTAL STATUS

1. A Final Environmental Impact Report, City Log No. ER 86-43, was certified for the La Terraza Master Development Plan and Tract 693 on December 23, 1987. The EIR concluded that visual and traffic impacts would be significant and not mitigable. Pursuant to Section 15091 of the California Environmental Quality Act (CEQA), the City Council adopted a written Statement of Overriding Considerations that the economic, social, and aesthetic benefits of the project outweighed the unavoidable adverse impacts.
2. Pursuant to CEQA Section 15162, no additional EIR need be prepared for subsequent changes proposed by the project since there are no substantial changes in the project that require major revisions to the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Implementation of all mitigation measures identified in the EIR has been completed or will be required by the conditions of approval to reduce all impacts to a level of insignificance, with the exception of the visual and traffic impacts.
3. Since the proposed modifications still result in unmitigated traffic and visual impacts, approval of the project will necessitate a restatement of the Overriding Considerations.
4. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.
5. The project will have a de minimis impact on fish and wildlife resources as no sensitive or protected habitat occurs on-site or will be impacted by the proposed development.

D. CONFORMANCE WITH CITY POLICY

Appropriateness of Modifying the Master Plan to Allow a Reduction in Building Square Footage and an Increase in Parking

In October of 2005, Subarea 3, located on the north side of the 24 Hour Fitness building, obtained Master and Precise Plan approvals for a four-story, 100-room business-class hotel, as well as an approximately 44,000 SF

three-story office building that included up to 3,460 SF of food service/specialty retail use. A BEZ incentive to reduce the amount of required parking by 17 spaces was also approved, with a reduction of 15 spaces on the hotel site and two spaces on the office site, based on the opportunity for shared parking between the two uses. The property was formally split after the approval and each lot (one for the office building, and one for the hotel) was sold to a separate new owner.

In October of 2007, the City Council approved a modification to reduce the size of the proposed office building to 43,107 SF, remove the 3,460 SF of food and retail space, and increase parking from 153 spaces to 156 (eliminating the need for a BEZ incentive for the office building). Additionally, this modification removed the parking garage from the ground floor of the building (replacing it with office space) and increased the maximum height of the building from 45'3" to 52'6". The following month, the City Council approved a modification to the hotel site that increased the number of rooms to 105. The hotel's BEZ incentive was also modified to allow a reduction of 25 parking spaces instead of 15. Parking easements and CC&Rs had been recorded earlier that year to allow the hotel to use up to 25 of the office building's parking spaces during the hours of 7:00 p.m. to 8:00 a.m., which factored into the decision to approve this change to the BEZ agreement.

For this current modification, the office building has been redesigned by the same architect. Materials would be similar to those approved under the previous design, though a stone veneer is now proposed for the walls, instead of a combination of stucco and stone. The modification would reduce the size of the building to 36,614 SF, and would decrease the number of parking spaces to 146. Since off-street parking standards require one parking space per 300 SF of office space, this smaller building would require only 122 parking spaces, resulting in a surplus of 24 spaces. Medical and dental offices still would be prohibited because the overall 1:250 parking ratio proposed for the site would be less than the 1:200 required for medical uses. The maximum height of the building would remain the same (56'-2") and all three floors would continue to be occupied by office space. The shared parking situation will remain in effect and the BEZ parking reduction incentive granted for the hotel will be needed once that building develops.

The residences to the east are generally located at least 62 feet above the project site and have expansive views to the west. The previous modification to the office building increased the building height from 45'-3" to 56'-2." This increase of approximately 11 feet still placed the top of the building at least five feet below the lowest floor level for the adjacent residences, limiting any potential view blockage to foreground freeway views. It should also be noted that the maximum height for the building is only attained in the southwestern corner of the structure due to the sweeping parapet element on the front elevation. The majority of the parapet heights are slightly lower at 52'-6" (the northwestern and southeastern corners) and 53'-10" (the northeastern corner).

Whether the Proposed Architecture for the Hotel and Office Buildings Conforms to the La Terraza Corporate Center Design Guidelines

The La Terraza Corporate Center Building Design Guidelines were developed in 1999 as part of the previous Master Plan modification for Subareas 3, 4 and 5. The intent of the guidelines is to ensure quality design and architectural harmony within the development. The guidelines promote a fresh and contemporary look for La Terraza through the use of parapet roof forms, flat roofs, standing seam metal roofs, tinted glass, low reflective glass, stone veneers, aluminum window mullions, and exterior cement plaster with muted earth-tone colors. The 24-Hour Fitness building and the Century 21 Award building were the first buildings in the development to be designed and constructed in accordance with the new design guidelines. The Michael Crews Development office building south of the ARCO gas station and the Realty Income building on the northern side of the Century 21 building were also designed in conformance with these guidelines.

Staff feels the proposed architectural design and building materials are consistent with the La Terraza Corporate Center Design Guidelines since the building exterior utilizes a stone veneer, low-reflective colored glass, and champagne bronze mullions as specified in the guidelines. The architecture is enhanced by cantilevered floors and a curving wall in the front that mimics the radius of the adjacent street. Additionally, the building has been designed by the same architect who wrote the design guidelines and designed all the other buildings approved for Subareas 3, 4 and 5, with the exception of the Realty Income building. On August 28, 2014, the project

underwent design review by Planning staff, who made several recommendations regarding size and location of parking spaces, and design of landscaping along the property frontage and within the parking lot. These recommendations have been incorporated into the final project design.

Whether Off-Site Improvements are Necessary for Line of Sight at the Driveways to the Project

When the Master Plan for the hotel and office buildings was approved in 2005, two driveway entries from La Terraza Boulevard were provided with one in front of each building. In the 2007 modification, both driveways were shifted to the south, with the southern driveway shifted about 70 feet south where it could be more efficiently shared with 24 Hour Fitness, and the northern driveway shifted about 100 feet south to be shared between the hotel and office building. The northern driveway has not yet been constructed, and its location in this current modification is the same as what was approved in 2007 (2007-25-PD). The southern driveway currently exists, in the location shown on the 2005 plans (2005-20-PD). On May 22, 2014, a property line adjustment was approved for the property line between the subject parcel and the 24 Hour Fitness properties. As a result of this adjustment, the southern driveway now straddles the line between these two properties. The northern driveway is located in the middle of the horizontal curve as well as within the vertical curve of the street; these conditions, combined with fairly high traffic speeds, provide a situation where sight distance for vehicles exiting the driveway is very limited.

Clearing an adequate easement length for sight distance would require a significant amount of retaining walls and would likely result in the loss of all the parking in the front of the office building. This would remain the case even if access to the driveway was limited to right-in/right-out. Elimination of the northern driveway is not an adequate solution to this problem, since it would severely hinder access to the future hotel. Therefore, staff is conditioning the project to require the re-striping of La Terraza Boulevard to shift vehicle traffic toward the center of the street and away from the driveways. One of the two existing northbound traffic lanes would be removed, leaving a single lane in each direction, and a bicycle lane and buffer zone would be added to each side of La Terraza Boulevard. A two-way middle turn lane would be maintained in the center of the street. Additionally, the applicant will be required to install a traffic signal at the northern driveway to the project site. The applicant for this project has requested permission to phase construction so that site improvements and parking will be installed in Phase 1 and the office building will be constructed in Phase 2. Submittal of a signing and striping plan for La Terraza Boulevard will be required as a part of Phase 1. Submittal of plans for the traffic signal may be deferred until Phase 2 (if the applicant wishes to construct and utilize the northern driveway during that phase), or until hotel construction is ready to begin. If the applicant wishes to defer the signal plan until the hotel is built, northern access to this project site will remain closed until that occurs.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The site has been rough-graded for several years. Additional finish grading will be necessary to develop a pad for the office building. No native vegetation remains on the project site.

B. SUPPLEMENTAL DETAILS OF REQUEST

	<u>Previous Master Plan</u>	<u>Proposed Master and Precise Plan</u>
1. Site Area:	1.84 acres	1.75 acres (Boundary adjusted under SUB 14-0001)
2. Building Size:	43,107 SF	36,614 SF
3. Parking:	144 spaces required (1 space per 300 SF) 156 spaces provided (Excess of 12 spaces available for joint-use with adjacent hotel)	122 spaces required (1 space per 300 SF) 146 spaces provided (Excess of 24 spaces available for joint-use with adjacent hotel)
4. Building Height:	56'-2" / three stories	56'-2" / three stories
5. Setbacks:		
<u>Subarea 3</u>		
Front:	20 feet (building and parking)	No Change
Side:	10 feet (parking not subject to side-yard setback requirement)	No Change
Rear:	10 feet (parking may encroach within 5 feet of rear prop. line)	No Change
6. Landscaping:	Large Canary Island date palm at project entries. Brisbane box in parking areas with Canary Island pines adjacent to building. La Terraza street frontage to have unified theme with other buildings in the corporate center	Mexican fan palms and sycamore trees surrounding building. Bird of paradise along front of building. Other understory to include star jasmine, California meadow sedge, majestic lily turf, Katrina African iris, and cobbles. Sycamore trees in planters throughout parking lot, with sedges or flax lily in some planters. Coyote brush and rosemary on slope along rear property line. Sycamore trees, ornamental grasses, and boulders along street frontage. Employee patio area to be located within parking lot, and to be screened by granite sculpture garden, sycamore trees, and grasses/sedges.

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|-----------------------------------|---|--|
| 7. Building Materials and Colors: | Stone veneer accented by aluminum-colored mullions and low-reflective colored glass | Stone veneer (two shades of tan); champagne bronze mullions, accent bands, columns, canopy, and parapet cover; low-reflective colored glass (two shades: green and silver) |
| 8. Signage: | Per existing sign guidelines
Wall signs per Sign Ordinance standards. | Same |

C. GENERAL PLAN COMPLIANCE

- 1. General Plan:
 - a. Land Use Element Designation: The proposed development is consistent with the existing Planned Commercial designation of the General Plan.
 - b. Circulation Element: La Terraza Boulevard is classified as a Local Collector on the City's Circulation Element. The anticipated levels of traffic from the proposed development are well within the capacity of this street.
 - c. Noise Element: The site is located within a projected Year 2000 noise contour with an anticipated CNEL of 60 dB or greater.
 - d. Ridgeline: The site is not located on or near any intermediate or skyline ridgelines.
 - e. Trails: There are no trail dedications required at this site.

EXHIBIT "A"
FINDINGS OF FACT
PHG 14-0022

Master and Precise Development Plan

1. The proximity and orientation of the site to the I-15 corridor in conjunction with the office use proposed for the site is consistent with the goals and policies of the Escondido General Plan which specifically states that the La Terraza development is to be utilized for the development of office, hotel, restaurant, and commercial land uses.
2. Extensive off-site and on-site circulation improvements, including the widening of Valley Parkway and Ninth Avenue and the alignment and signalization of intersections, have been completed and will help to accommodate the traffic generated by this project. However, the Final EIR for the La Terraza development (ER 86-43) found traffic to be a significant and non-mitigable impact. A Statement of Overriding Considerations was adopted to address this impact. Although the proposed development results in a decrease in traffic, the Statement of Overriding Consideration has been restated to account for the proposed modification to the Master Plan and Precise Plan. In accordance with CEQA Section 15162, it has been determined that there are no substantial changes to the project that require major revisions to the EIR due to any new significant environmental effects.
3. The proposed location will allow the future office uses to be adequately serviced by existing or proposed public facilities or services since La Terraza Boulevard has already been constructed and all utilities are in close proximity to the pad sites.
4. The overall design of the proposed Planned Development will produce an attractive, efficient development that utilizes complementary building materials with adequate parking and pedestrian linkages through the site.
5. As proposed, the Planned Development will be well integrated with its setting and the surrounding area since the property has already been graded in anticipation of this type of development and the height of the buildings will allow the preservation of views from the adjacent residences to the east.
6. The proposed Master Plan modification and Precise Plan shall have a beneficial effect by providing services needed by city residents and the business community.
7. Each individual unit of the development is capable of existing as an independent unit with a desirable environment and stability since an appropriate amount of parking will be provided within each phase.

EXHIBIT "B"
CONDITIONS OF APPROVAL
PHG 14-0022

Landscaping

1. Prior to occupancy, all perimeter, slope and parking lot landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. In compliance with Article 62 (Landscape Standards), Section 1327 (Slope Planting) of the zoning code, all manufactured slopes over three feet high shall be irrigated and planted with landscape materials as follows: Each one thousand (1,000) SF of fill slope shall contain a minimum of six (6) trees, fifteen gallon in size; ten (10) shrubs, five gallon in size; and groundcover to provide one hundred (100) percent coverage within one year of installation. Each one thousand (1,000) SF of cut slope shall contain a minimum of six (6) trees, five gallon in size; ten (10) shrubs, one gallon in size; and groundcover to provide one hundred (100) percent coverage within one year of installation.
3. Five copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the concept plan attached as an exhibit to the satisfaction of the Planning Division. A plan check fee of \$1,040.00 will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Ordinance 93-12. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
4. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
5. All manufactured slopes or slopes cleared of vegetation shall be landscaped within thirty (30) days of completion of rough grading. If, for whatever reason, it is not practical to install the permanent landscaping, then an interim landscaping solution may be acceptable. The type of plant material, irrigation and the method of application shall be to the satisfaction of the Planning Department and City Engineer.
6. Street trees shall be provided and/or maintained along every frontage within, or adjacent to this subdivision in conformance with the Landscape Ordinance and the City of Escondido Street Tree List.
7. Planting themes at the entrances to each of the individual projects shall be emphasized by significant accent plantings to the satisfaction of the Planning Division.
8. Prior to issuance of a grading permit, the applicant shall provide evidence to the Planning Division that the owner of Subarea 3 has been included in the owner's association and will share responsibility for maintaining the common area and slope landscaping.
9. Prior to issuance of a building permit, the applicant shall present a plan for the repair and refurbishment of the common area slope landscaping that is located just east of the subject property. All new landscaping on the common area slope shall be installed prior to occupancy of the building.

General

1. This Master Plan modification shall only apply to Subarea 3 of the La Terraza development and all conditions of the previously approved Master Plan 2007-25-PD shall apply except where modified herein.
2. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City Wide Facilities fees.
3. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
4. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido. All blasting shall be performed in accordance with Uniform Fire Code and Blasting Ordinance requirements to include, but not limited to pre-blast notification and pre-blast inspections of all structures from Fifth and Vine to the north including Howell Heights and Caroline Drive and all structures west of Upas from Second Street to the north. In addition, monitoring of all blasting operations shall be performed by an approved seismograph located at the nearest manmade structure.
5. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
6. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
7. All exterior lighting shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75). All lighting shall be placed and/or shielded so as not to be hazardous to vehicles traveling on I-15.
8. As proposed, 146 striped parking spaces shall be provided in conjunction with this development and shall be maintained at all times. Said parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plan or a note shall be included on the plan indicating the intent to double-stripe per City standards.
9. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Title 24 of the California Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths. An accessible path of travel shall be provided from the public way and shall include an accessible path of travel between buildings.
10. An inspection by the Planning Division will be required prior to operation of the project. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
11. Trash enclosures must be designed and built per City standards. Views into trash enclosures from the residences to the east shall be screened by a trellis with a solid roof cover or other method of screening satisfactory to the Planning Division.
12. Colors, materials and design of the project shall conform to the exhibits and references in the staff report to the satisfaction of the Planning Division.

13. All proposed signage associated with the project must comply with the approved Master Plan standards and exhibits and the City of Escondido Sign Ordinance (Ord. 92-47). The standards and exhibits of the Master Plan shall take precedence if there is a conflict with the provisions of the Sign Ordinance.
14. All new utilities shall be underground.
15. All rooftop equipment must be fully screened from all public view, particularly from the residences to the east, utilizing materials and colors which match the building. Mechanical equipment shall be grouped into one or more areas where covered screen elements can eliminate views of the equipment. No reflective equipment or materials will be permitted on rooftops.
16. All proposed grading shall conform to the conceptual grading as shown on the Master Plan.
17. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
18. All businesses in the building shall be limited to office uses. All office uses proposed for the development shall be restricted to those uses which require a 1:300 parking ratio pursuant to Article 39 of the Zoning Code. No medical or dental uses shall be permitted.
19. All vehicular entrances from La Terraza Boulevard shall be enhanced with decorative stamped concrete to the satisfaction of the Planning Division.
20. All monument signs for Subareas 3, 4, and 5 shall be limited to entry monuments at the driveway locations to be designed to the satisfaction of the Planning Division.
21. One freeway-oriented pole sign shall be permitted in the area of Subareas 3 and 4. The pole sign shall display a maximum of two tenants and shall be limited to a maximum height of 30 feet. The design, copy size, and materials shall be subject to review and approval by the Design Review Board.
22. All retaining walls shall be constructed of decorative masonry materials to the satisfaction of the Planning Division.
23. All buildings and landscaping on Subareas 3, 4 and 5 shall be consistent with the La Terraza Corporate Center Building Design Guidelines, prepared by McArdle Associates Architects, Inc., dated April 20, 1999.
24. During the construction of each building in the development, the pedestrian linkages through the site shall be provided as shown on the Master Plan.
25. Prior to issuance of a building permit for the office building, an acoustical report shall be prepared to identify the necessary noise attenuation materials and techniques needed to reduce interior noise levels to a CNEL of 45 dBA.
26. Prior to issuance of a grading permit, the applicant shall receive approval from the La Terraza Owner's Association for any off-site grading in the common slope area east of the property.
27. Prior to issuance of a building permit, the applicant shall contribute an in-lieu fee to the North County Transit District to help fund transit infrastructure improvements at the closest possible bus stop location that is on Routes 308 and 353. This stop is located on eastbound West Valley Parkway at 390 feet west of La Terraza Boulevard. Specific improvements that the in-lieu fee would fund at this existing bus stop include an ADA-compliant boarding pad, a passenger waiting shelter bus bench, and a trash can to keep the bus stop area free of litter and debris. The in-lieu fee shall be in the amount of \$5,000.00 and shall be sent to NCTD's Finance/Controller, along with a letter specifying that the funds are for the improvement of the above mentioned bus stop.

28. The City of Escondido hereby notifies the applicant that State Law (AB 3158) effective January 1, 1991, requires certain projects to pay user fees for the purposes of funding the California Department of Fish and Game. These fees were reinstated January 31, 1996, by the State Superior Court in Sacramento. In order to comply with the state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration, or \$3,079.75 for a project with an Environmental Impact Report (these figures include a \$50 County Clerk processing fee). These fees, minus the \$50 processing fee, may be waived for projects which are found by the California Department of Fish and Game to have no effect on fish and wildlife resources. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment; 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project; or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid. (Section 711.4(c)(3) of the Fish and Game Code)

Fire

1. One or more fire hydrants will be required in locations approved by the Fire Department. The Fire Department also has the following requirements:
 - a. NFPA 13 automatic fire sprinkler systems will be required in the office building. Sprinkler plans shall be submitted to the Fire Department for approval
 - b. An approved fire alarm system is required.
 - c. Smoke detectors are required above all stairwell landings.
 - d. A radio reception band booster may be required.
 - e. All fire hydrants shall be shown on the plans. A fire hydrant is required to be located within 50 feet of the Fire Department connection. Fire hydrants capable of delivering 2,500 GPM at 20 PSI residual pressure are required every 300 feet. Additional fire hydrants may be required near intersections or other locations.
 - f. Speed humps/bumps will not be allowed.
 - g. All weather paved access, capable of supporting the weight of a fire engine (50,000 lbs.) and approved fire hydrants must provided prior to the accumulation of any combustible materials on the job site.
 - h. All gated entrances must be equipped with electric switches accessible from both sides and operable by dual-keyed switches for both fire and police. Electric gates must be operable by Fire Department strobe detectors and allow free exiting. A funding method to provide ongoing maintenance of fire lanes, electric gates, and other fire & life safety requirements **must** be provided for in the CC&Rs and/or the Association, to the satisfaction of the Fire Department. A responsible property manager must be easily accessible to the Fire Department.
 - i. A 28' inside turning radius is required on all corners.
 - j. Roof access to structures must be provided from stairwells.
 - k. Elevators must be capable of accommodating a Fire Department gurney.

- I. Barricades shall not obstruct fire hydrants or impede emergency vehicle access.
- m. Plans shall indicate applicability with the 2013 California Fire Code.
- n. An additional hydrant will be required to meet fire pull.
- o. A vertical clearance of 13'6" shall be maintained for trees along driveways and access roads.

Building

- 1. Verify allowable area (CBC Section 506, 508.4.2).
- 2. All site plan keynotes on Sheet A1.1 shall be referenced on the site plan. Clearly identify and dimension all property lines. Show an accessible path of travel to the employee patio area.
- 3. Show on the plans compliance with the 2013 California Green Building Code. Show the location of the required bicycle parking and low-emitting, fuel efficient and car pool/van pool vehicles.
- 4. A Construction Waste Management Plan and a Commissioning Plan will be required for this project.
- 5. Verify complying restroom fixtures (CPC Table 422.1).

Engineering

Street Improvements and Traffic:

- 1. All driveways shall be alley-type in accordance with Escondido Standard Drawing No. G-3-E, with a minimum throat width of thirty two (32) feet.
- 2. Access routes conforming to the American Disabilities Act shall be provided into the project from the public sidewalk, to the satisfaction of the City Engineer.
- 3. The developer shall construct phased traffic improvements as follows:
 - a) Phase 1: Parking lot expansion only:
 - 1. The developer's engineer shall submit a signing and striping plan for La Terraza Boulevard (9th Avenue to Valley parkway) to include one lane of traffic in each direction with bike lanes and buffers on both sides and a two way middle turn lane. The extent of signing and striping shall be in accordance with the conceptual signing and striping plan prepared by the project engineer. Striping and striping plan shall be designed in accordance with the MUTCD standards and to the requirements of the City Engineer and approval of the Transportation Commission. The existing driveway to the south of the project shall be signed for No-Left-Turns.
 - 2. The developer shall install all required signing and striping, including removal of the existing striping by method of grinding, crack fill, place type II slurry seal over the entire roadway and restripe and sign in accordance with the approved striping plan by the City Engineer.
 - 3. The proposed northerly driveway shall be constructed at a later time with the Office Building project or constructed and closed off to ingress and egress until such time that a traffic signal has been installed at the driveway.

b) Phase II: Office Building:

1. The developer shall be responsible to construct all required improvements under Item #1.
2. Northerly driveway will continue to remain closed. If the developer chooses to utilize the driveway, the developer shall submit a traffic signal and striping plan design for review and approval by the City Engineer. The developer shall construct a traffic signal and striping in accordance with the approved plan and to the satisfaction of the City Engineer.

C) Phase III, Hotel project:

1. The developer shall be responsible to construct all required improvements under Item #1.
2. The developer shall submit a traffic signal and striping plan design for review and approval by the City Engineer. The developer shall construct a traffic signal and striping in accordance with the approved plan and to the satisfaction of the City Engineer. The signal shall be designed with No-Right-Turn on red at the northerly driveway exit.

An engineered improvement plan is required for all public improvements (unless only sidewalks, driveways and/or streetlights are required). The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.

Grading:

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of building permits. The project shall conform with the City of Escondido's Storm Water Management Requirements. Both Construction BMPs and Permanent Treatment BMPs shall be provided for the project.
2. Erosion control, including riprap, interim sloping planting, gravelbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
3. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 5 1/2" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
4. Access routes conforming to the American Disabilities Act shall be provided into the project from the public sidewalk, to the satisfaction of the City Engineer.
5. The on-site trash enclosure shall drain toward the landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. The developer shall obtain a letter of permission to enter and construct improvements from the owner of adjacent property prior to issuance of Grading Permit.
8. A General Construction Activity Storm Water Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres. One copy of the Storm Water Pollution Prevention Plan shall be submitted to the City.

*All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.*

Drainage:

1. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
2. All storm water treatment and retention facilities and their drains including the bio-retention basins, shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the property owner.
3. The owner of the property shall be required to sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. A signed copy of the agreement shall be provided to the City prior to approval final plans.
4. All storm drain systems not within public easements and not specifically noted as public on the project grading and improvement plans shall be considered private. The responsibility for maintenance of these storm drains shall be that of the property owner.

Water Supply:

1. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
2. A 12 inch looped water main shall be proposed within the project site. The proposed water system shall be designed and constructed to the satisfaction of the Utilities Engineer.

Wastewater Supply:

1. Wastewater service to each building shall be provided in accordance to Utilities Department requirements and to the satisfaction of the Utilities Engineer.

Easements and Dedications:

1. Necessary public utility easements (for water and storm drain) shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
2. The developer, through his engineer, shall verify the location of all public utility easements within this project and shall verify that public utilities are within these easements.

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

Surveying and Monumentation:

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.

I. IMPACTS WHICH ARE SIGNIFICANT AND NOT MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Traffic	<p>1. Cumulative traffic volumes will result in Level of Service "E" operation on Valley Parkway, east I-15, even with implementation of recommended mitigation.</p>	<p>1. a. Widening and restriping of Valley Parkway to eight lanes between I-15 and Spruce Street.</p> <p>b. A concept plan for eight through lanes and double left turn lanes from Street A to Tulip Street has been approved by the City of Escondido, Engineering Department. Implementation of this design will be a condition of the tentative map approval.</p>
		<p>c. A detailed study of left-turn storage capacities and the future needs for these turning movements at the intersections of Street A/Valley Parkway and Tulip Street/Valley Parkway has been prepared as mitigation. This study reveals that adequate storage capacity required for both intersections can be provided by the applicant's design.</p>
		<p>d. One additional access point on Valley Parkway is proposed to be located just east of Street A, as a right turn in and out only facility to serve Sub-area 1. An additional access point for Sub-area 1 shall need to be evaluated once a specific site plan and land uses are fixed for that parcel. Also, efforts to consolidate access with development to the east will be explored. Approval of the access on Valley Parkway to Sub-area 1 is subject to completion of this detailed study and the review and approval of the City Engineer.</p>

I. IMPACTS WHICH ARE SIGNIFICANT AND NOT MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
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Traffic (continued)

- e. A reduced scope alternative would reduce the projects contribution to cumulative traffic impacts.
- f. The level of service on 9th Avenue between Street A and Centre City Parkway declines from level of service C to D.

Visual

- 1. Proposed grading on-site and off site will create slopes which exceed the City's Grading Ordinance Guidelines. The character of the terrain will be altered from a natural hillside to that of steep slopes and level commercial building areas.

- 1. Areas of rock exist where the grading exemption slopes are proposed. In order to mitigate the visual impact created by these slopes the following measures shall be taken:

- a. All slopes shall be contour graded to form a more natural appearance.
- b. All slopes shall be serrated at one-foot intervals to help prevent erosion and contribute to the rapid establishment of landscape materials.
- c. Landscaping of slopes shall be as follows:
 - o The quantity of plant materials for any given slope area shall contain: 66%-75% trees; 25%-35% shrubs; and 100% of groundcover planted a minimum of 12" on center.

I. IMPACTS WHICH ARE SIGNIFICANT AND NOT MITIGABLE

Environmental Category

Summary of Impacts

Summary of Mitigation Measures

Visual (continued)

- o Parkway landscape shall consist of bermed lawn on the east side in order to provide a natural screen towards the parking areas. Regularly spaced parkway trees shall be provided on both sides of the parkway (Street A).
- o The maintaining of views from residential lots on the northeast side of the project shall be achieved by concentrating taller plant materials more towards the center and bottom of the slope which shall screen the slope from parking area.
- b) The Master Development Plan shall incorporate the following concepts.
 - o Building perimeter planting themes shall complement the style of architecture of each of the structures proposed within the project. The scale of plantings shall relate to overall size of the building.
 - o Planting along the northeast perimeter shall act not only as transitional planting, but also as a buffer from parking lot areas.
 - o Parking lot tree planting shall be in a canopy form, in order to maximize shade in those areas with large expanses of hardscape.
 - o Planting themes at the entrances to each of the individual projects shall be emphasized by significant accent plantings. A minimum of 50%

I. IMPACTS WHICH ARE SIGNIFICANT AND NOT MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
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Visual (continued)

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| 2. | The placement of large commercial structures on the site will create a significant visual impact as viewed from the north, west and south. Additionally, the placement of large commercial buildings on the site will alter the views from residences located east of the site and as viewed from the I-15 corridor, from that of a hillside terrain covered with natural vegetation to that of commercial development with a maximum building height of 70 feet above grade. | o Where existing rocks preclude planting on manufactured slopes, it is the intent to over-excavate the rock at the top of the slope, fill the over-excavated area with top soil, and plant a mass of tall trees which will eventually screen the rock hillside. In areas of expansive rock faces, specific recommendations of the soils engineer may be necessary to mitigate the impacts. |
| 2. | The impact of development of commercial and professional buildings on the site can be reduced through the implementation of a comprehensive landscape plan for the entire 33 acres. | o Drought tolerant plantings shall be encouraged throughout the project. The lower area of slopes may be planted with more refined plantings which shall transition into "Native" plantings towards the center and tops of slopes. |
| a. | Specifically, the following measures shall be incorporated into the preliminary plan: | |
| o | The project entries shall be emphasized with significant accent plantings. | |

I. IMPACTS WHICH ARE SIGNIFICANT AND NOT MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Visual (continued)		<p>of the plantings used in these areas shall be 15-gallon in size.</p> <ul style="list-style-type: none"> o Irrigation systems shall be installed as soon as practical after grading and prior to plant material installation and hydroseeding. <p>c. The design and materials of all buildings in the project area shall contain the following features:</p> <ul style="list-style-type: none"> o The design and materials of all buildings in the project area shall contain the following features: o Building rooftops shall be designed to enclose all rooftop equipment and to make roof designs attractive to residences located east of the project. o Building materials used for separate structures shall be compatible. Large or extensive surfaces of reflective glass shall not be permitted. No reflective materials will be allowed on rooftops. o A comprehensive sign program shall be developed for the entire development prior to the approval of the first precise plan on the property. This program shall include specifications for color, size, letter type, and illumination specifications. o Buildings shall be designed to avoid expensive blank walls.

I. IMPACTS WHICH ARE SIGNIFICANT AND NOT MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Visual (continued)	<p>d. The precise plan shall indicate building design details including the following: color; building height and terracing; enhanced parapet treatment; rooftop equipment screening; uniform roof treatment; and miscellaneous site features to achieve a harmonious and compatible design to the satisfaction of the Planning Commission.</p> <p>e. In conjunction with the precise plan, the applicant shall submit detailed plans for the landscaping of the slope and off-site grading area, parking areas, Street A and around buildings, in conformance with a Master Plan Landscape. Plans shall be drawn to the satisfaction of the Community Development Director and the City Engineer.</p> <p>f. The detailed landscape plan to be submitted with the precise plan shall show off-site landscaping in the I-15 right-of-way. The applicant shall coordinate with Caltrans regarding the installation and maintenance of this landscaping.</p> <p>g. The precise plan shall include a plan providing for the complete screening of all mechanical equipment as viewed from motorists on I-15 as well as surrounding properties.</p> <p>h. The applicant shall be responsible for the maintenance of all landscaping within the Street A right-of-way and that property between Street A and I-15.</p>	

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Land Use	<p>1. The proposed project has the potential to conflict with the existing residential use located east of the site.</p>	<p>1. Design features have been incorporated into the project to help to reduce any potential incompatibility of the proposed development with the adjacent residential development. These design features include:</p> <ul style="list-style-type: none"> a. A 60-foot average grade separation shall separate the adjacent residences to the east from the building pad levels of the proposed commercial development. b. The adjacent residences fronting on Vine Street, Howell Heights Drive and Caroline Way shall be buffered from the proposed site development by the extensively landscaped graded slope. c. Building rooftops shall be designed to enclose all rooftop equipment and to make roof designs attractive to residences located east of the project. d. The entire site shall be extensively landscaped. e. Access to the site shall be oriented away from the residential area and shall be provided at Valley Parkway and Ninth Avenue with a new frontage road constructed through the western margin of the site.

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Land Use (continued)	2: Nineteen single-family residences located on-site would be eliminated with project implementation. All of these residences must be acquired by the applicant prior to recodification of the Final Map.	2. The applicant shall negotiate with property owners of the residences not under their control, to acquire these properties as a condition of the Final Map approval.
Traffic	1. The proposed project would generate 13,950 daily trips. 2. The same near-term intersection Level of Service as currently exists cannot be maintained with project implementation at four of the seven locations analyzed without requiring signalization and other modifications.	1. In order to limit traffic generation to the level analyzed in the EIR, total ADT's shall not exceed 13,950. Building areas within individual sub-areas may vary but the total number of trips using the generation rates assumed in the traffic study shall not be exceeded without requiring further environmental review. 2. To maintain the present level of service in the near term, the following measures must be accomplished: <ul style="list-style-type: none"> a. Modification of existing traffic signal - Valley Parkway at Street A (Plaza Las Palmas). b. Installation of new traffic signal - Ninth Avenue/Street A/ Canterbury. c. Installation of new traffic signal - I-15 at Ninth Avenue northbound ramps. d. Installation of new traffic signal - I-15 at Ninth Avenue southbound ramps.

Environmental Impact Conclusions

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Traffic (continued)	<p>3. Cumulative traffic volumes on Ninth Avenue exceed maximum allowable volumes for the road based on its current Collector designation in the Circulation Element.</p>	<p>e. Restriping and/or improvements of Ninth Avenue to lanes six between I-15 and Street A.</p> <p>f. Align Street A to oppose Canterbury at its intersection with Ninth Avenue.</p> <p>3. a. Redesignate Ninth Avenue in the Circulation Element as a Major Road and improve to six lanes between I-15 and Street A. On a daily basis, as a six-lane Major Road with no parking, the v/c ratio would be 0.64 which would represent LOS C.</p>
	<p>4. The forecasted traffic volume on Street A falls within the vehicle per day range for a Local Collector.</p>	<p>b. The need to acquire off-site right-of-way along Ninth Avenue should be addressed as a condition of approval of the tentative map. With the alignment of Street A opposite Canterbury Place, the adjacent single-family residence located just north of the current alignment of Street A at Ninth Avenue would have to be acquired by the applicant as a condition of the project approval.</p> <p>4. a. Add Street A as a Local Collector to the City's Circulation Element.</p> <p>b. Improve Street A as a 4-lane Commercial Street.</p>

Environmental Impact Conclusions

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Noise (continued)	<p>1. Project implementation has the potential to reduce water pressure service to the Howell Heights residential area to such an extent as to drop below the minimum pressure needed for fire protection service.</p>	<p>acoustical attenuation is advisable for those subject buildings also. Similar treatment for the office professional buildings - air conditioning and double-pane windows - is advised but is not a requirement of the State Noise Insulation Standards.</p>
Public Services	<p>1. Project implementation has the potential to reduce water pressure service to the Howell Heights residential area to such an extent as to drop below the minimum pressure needed for fire protection service.</p>	<p>c. The Precise Development Plan for the hotel structure should consider siting the outdoor recreation area toward the back of the hotel, away from the freeway.</p> <p>d. An acoustical report shall be submitted with the precise plan to show how interior noise levels in the hotel, commercial and office buildings will be attenuated.</p>
	<p>1. Project implementation has the potential to reduce water pressure service to the Howell Heights residential area to such an extent as to drop below the minimum pressure needed for fire protection service.</p>	<p>1. a. A hydraulic analysis will be required as a condition of the tentative map to determine the extent of on-site and off-site water improvements and interconnections necessary to provide adequate water service to the project and surrounding area. This study should include a hydraulic network analysis with particular attention given to the potential change in water pressure to the Howell Heights area. All findings of the water study must be approved by the City and incorporated into the project.</p>
		<p>b. The City requires extension of lines and replacement of undersized lines as a condition of project approvals. The precise size and alignment of lines shall be determined when improvement plans are submitted to the City for review.</p>

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Traffic (continued)	<p>1. On a cumulative basis the proposed project would contribute incrementally to the degradation of the region's air quality.</p>	<p>c. An analysis of build-out traffic flow conditions and the reconfiguration of the intersection of Ninth Avenue/Street A was prepared as mitigation. If all traffic flows were increased by 150 percent and the intersection was realigned to Canterbury Place, the intersection would operate at level of Service C.</p>
Air Quality	<p>1. On a cumulative basis the proposed project would contribute incrementally to the degradation of the region's air quality.</p>	<p>1. Features incorporated into the project to reduce air pollutant emissions include: the site location is close to the freeway, encourage transit use (future transit center to be located 1/2 mile east of site), provide bike racks, encourage flex-time and staggered work hours for employees, provide preferred parking for carpools and van pools, and provide adequate internal circulation and parking. Precise plans shall show the location of preferred parking for carpool vehicles and bike racks.</p>
Noise	<p>1. Due to the site's proximity to I-15 and the site's sloping elevation above that of the freeway, the projected noise conditions on-site fall within a range of 72.9 to 76.5 dB(A) CNEL. (It should be noted that the project's contribution to the dB(A) increase projected to occur is not significant, but the increase is directly related to expected traffic increases on I-15.</p>	<p>1. a. Projected noise conditions at the hotel structure shall require that the rooms be air conditioned and treated with double-pane windows in order to reduce the interior noise levels to an annual CNEL of 45 dB(A), in accordance with the State Noise Insulation Regulation. Implementation of these recommendations shall effectively reduce the interior noise levels at the hotel to a level consistent with the State Noise Insulation Standard.</p> <p>b. Due to the nature of office professional/accidental noises, some</p>

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
2.	<p>Project implementation has the potential to generate a sufficient peak sewage demand to require upgrading of the 8-inch sewer line located in Tulip Street,</p>	<p>As a condition of approval of the Tentative Map, an evaluation of both future development along the Valley Park/N. Tulip Street line, and a check of actual existing pipe flow will be performed as part of the project sewer study. The project shall be required to implement all recommendations of the sewer study.</p>
3.	<p>Project implementation has the potential to eliminate access Pacific Bell's existing underground telephone trunk facility located in Del Dios Road if a building is to be constructed on top of the trunk facilities.</p>	<p>In conjunction with the precise plan, the applicant must provide written approval from Pacific Bell verifying that the plan shall not adversely affect access to the existing trunk facilities. Any required modification shall be coordinated and approved by both Pacific Bell and the City Engineer.</p>
Drainage	<p>1. Project implementation is anticipated to generate an increase in runoff that could not be adequately accommodated into the existing drainage facilities.</p>	<p>1. During the engineering phase, a detailed study is required to determine the system capacities of existing culverts and the runoff coefficients for areas of development such as paved areas, landscaped areas, buildings and slopes, before a determination can be made whether additional culverts or enlargement of existing facilities may be required as a result of the project. Based on the results of the study, additional drainage improvements may be required.</p>

Environmental Impact Conclusions

II. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Geology and Soils	<p>1. Specific soils and geologic conditions affecting site development include:</p> <p>a. The soil derived from excavations within the granitic rocks are expected to consist of low expansive, silty sands and should provide excellent foundation support in either their natural or properly compacted state. Where deep excavations are planned, it should be anticipated that hard-rock and/or large boulders are likely to be encountered and that blasting techniques may be required to facilitate the excavation and handling of the rock. In addition, the oversized material generated will require special handling and placement as recommended by the soils engineer.</p> <p>b. Colluvium/slopewash sediments are generally poorly consolidated and susceptible to settlement when subjected to an increase in vertical loads as will result from the placement of fill or structures. A potential settlement problem could result unless remedial grading is accomplished.</p>	<p>1. The geotechnical investigation recommends various design and construction measures in the areas of: rock rippability, grading, slope stability, foundations, concrete slabs-on-grade, retaining walls and lateral loads, drainage; in addition to detailed grading specifications. Project development must adhere to these recommendations, as stated in the geotechnical investigation contained in Appendix C, as a requirement of the the City's Grading Ordinance. With adherence to these recommendations the on-site soil and geologic conditions shall be completely mitigated.</p>

Environmental Impact Conclusions

I. IMPACTS WHICH ARE SIGNIFICANT AND MITIGABLE

Summary of Mitigation Measures

Summary of Impacts

Environmental Category

Geology and Soils
(continued)

- c. Due to the unconsolidated nature of the topsoils on-site, they are not suitable for direct support of settlement-sensitive structures.
- d. Due to the susceptibility of water seepage, the potential exists for future groundwater buildup.
- e. Although the site could be subject to moderate to severe ground shaking in the event of a major earthquake along any of the three nearest active/potentially active faults, the seismic risk at the site is not considered to be significantly greater than that of the surrounding developments and the Escondido area in general.

Table III.1 (continued)

Environmental Impact Conclusions

III. IMPACTS WHICH ARE NOT SIGNIFICANT

Environmental Category	Summary of Impacts	Summary of Mitigation Measures
Land Use	<p>I. The proposed project will be compatible with the commercial and manufacturing/industrial uses located north, south and west of the site.</p>	<p>I. None required.</p>
Law Enforcement	<p>I. Project implementation will increase the number of assistance calls to the police. This direct impact is not regarded as significant; however, cumulatively future development in general will require increased law enforcement services.</p>	<p>I. None required.</p>
Fire Protection/Emergency Medical Services	<p>I. The City Fire Department can adequately serve the proposed site development with existing facilities, manpower and equipment.</p>	<p>I. None required.</p>
Biological Resources	<p>I. No significant biological resources or natural open space are contained on the site.</p>	<p>I. None required.</p>
Cultural Resources	<p>I. No previously recorded or physically sited cultural resources are located on the site.</p>	<p>I. None required.</p>

LA TERRAZA

Findings of overriding Considerations

- (1) A change in the general plan designation represents a more logical land use configuration than the present general plan designation. This finding is made apparent by the following:
 - (a) Project is bordered on three sides (south, west, and north) by existing high-intensity commercial land uses;
 - (b) Project is bordered on the south by a major road (Ninth Avenue) on the west by a freeway (Interstate - 15) and on the north by a prime arterial (Valley Parkway);
 - (c) Project is separated from existing residential uses to the east by a 60 foot vertical separation and thus does not related topographically with that land use;
 - (d) Project constitutes the most visible "gateway to the City." To be developed as modest single-family or multifamily dwellings consistent with the location would not constitute the highest or best land use.

For these reasons, the desirability of the land for residential uses is dramatically reduced and the desirability of an attractive, well-planned, freeway-oriented commercial center is significantly enhanced. The traffic impacts of commercial development are thus outweighed by the land use considerations. The visual impacts are entirely outweighed since it visually represents a use that conveys an image of the City which is superior to the existing land use.

- (2) It has been a long-awaited goal of the City to have a full-service hotel facility. Such a hotel would significantly enhance the image of the City and the overall economic marketability of the City, from the standpoint of lodging, and also would reinforce Escondido's attractiveness as the center for corporate and commercial activity in North San Diego County. A very significant increase in Transient Occupancy Tax dollars would result from the location of such a hotel within the City limits, and any delay in approving such a facility might result in the development of the property with another land use and the permanent loss of this opportunity. A city-authorized feasibility analysis commissioned by the Escondido Convention and Visitors' Bureau shows this site location, but also because of the visibility of the site (in terms of topography) and its proximity to Interstate 15. The commitment to and need for a full-service hotel is long-standing and social and economic benefits of such a project considerably outweigh the additional traffic and visual impacts that would result from the land use change.

- (3) The restaurant and office park uses are supporting uses to the hotel and provide a synergism that make the overall project more attractive. The presence of offices and restaurants adjacent to the hotel and freeway provides a site for such facilities that is attractive enough for regional users to locate in Escondido, which will prevent the flight of tax dollars that is now occurring to expanding cities on Escondido's periphery, specifically Carlsbad and San Marcos. These users can only be attracted by areas of high visibility and high traffic volumes. Therefore, the traffic and visual impacts are not only outweighed by the economic benefits of these new businesses, but are essential to attracting and retaining them. Considerable social enjoyment will result from the use of these facilities by our own citizenry.
- (4) The removal of existing residences on the site and the addition of extraordinary amounts of attractive landscaping and signage will be particularly useful in meeting the goals of the General Plan, particularly the "City Entrance Objectives" listed on page 74 of the Land Use Element Text. This area is intended to "leave a favorable impression upon tourists, visitors, and citizens entering the community." As such, the aesthetic benefits will significantly outweigh the visual impacts.

ORDINANCE NO. 2014-19

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A MODIFICATION TO A MASTER
AND PRECISE DEVELOPMENT PLAN FOR A
PREVIOUSLY APPROVED OFFICE BUILDING,
ON AN APPROXIMATELY 1.75-ACRE PARCEL
OF LAND IN THE LA TERRAZA CORPORATE
CENTER

PLANNING CASE NO.: PHG 14-0022

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 on October 28, 2014, the Planning Commission
recommended approval of the proposed Modification to a Master and Precise
Development Plan to reduce the size of a previously approved office building from
43,107 SF to 36,614 SF; reduce parking from 156 spaces to 146 spaces; and install off-
site improvements to maintain sight distance on La Terraza Boulevard, including re-
striping the road and installing a signal at the project's northern driveway.

SECTION 3. That the City Council has reviewed and considered the findings of
the Environmental Impact Report (City Log No. ER 86-43) and Mitigation Monitoring
Report prepared for this project and has determined that all environmental issues
associated with the project have been addressed (with the exception of the previously

documented traffic and visual impacts) and no significant environmental impacts will result from approving this project.

SECTION 4. That upon consideration of the staff report; the Findings of Fact and the Findings of Overriding Considerations, attached as Exhibits "A" and "B" to this Ordinance and incorporated by this reference; all public testimony presented at the hearing held on this project; and all other oral and written evidence on this project, this City Council finds the proposed modifications to be consistent with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 5. The City Council desires at this time and deems it to be in the best public interest to approve the modification of the Master and Precise Development Plan for the office building on Subarea 3 of the La Terraza Corporate Center as shown on the plans and detailed in the staff report and subject to the Conditions of Approval, attached as Exhibit "C" to this Ordinance and legally described in Exhibit "D," both of which are incorporated by this reference.

SECTION 6. 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 7. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. 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 County and circulated in the City of Escondido.

**FINDINGS OF FACT
PHG 14-0022**

1. The proximity and orientation of the site to the I-15 corridor in conjunction with the office use proposed for the site is consistent with the goals and policies of the Escondido General Plan which specifically states that the La Terraza development is to be utilized for the development of office, hotel, restaurant, and commercial land uses.
 2. Extensive off-site and on-site circulation improvements, including the widening of Valley Parkway and Ninth Avenue and the alignment and signalization of intersections, have been completed and will help to accommodate the traffic generated by this project. However, the Final EIR for the La Terraza development (ER 86-43) found traffic to be a significant and non-mitigable impact. A Statement of Overriding Considerations was adopted to address this impact. Although the proposed development results in a decrease in traffic, the Statement of Overriding Consideration has been restated to account for the proposed modification to the Master Plan and Precise Plan. In accordance with CEQA Section 15162, it has been determined that there are no substantial changes to the project that require major revisions to the EIR due to any new significant environmental effects.
 3. The proposed location will allow the future office uses to be adequately serviced by existing or proposed public facilities or services since La Terraza Boulevard has already been constructed and all utilities are in close proximity to the pad sites.
 4. The overall design of the proposed Planned Development will produce an attractive, efficient development that utilizes complementary building materials with adequate parking and pedestrian linkages through the site.
 5. As proposed, the Planned Development will be well integrated with its setting and the surrounding area since the property has already been graded in anticipation of this type of development and the height of the buildings will allow the preservation of views from the adjacent residences to the east.
1. The proposed Master Plan modification and Precise Plan shall have a beneficial effect by providing services needed by city residents and the business community.
 2. Each individual unit of the development is capable of existing as an independent unit with a desirable environment and stability since an appropriate amount of parking will be provided within each phase.

LA TERRAZA

Findings of overriding Considerations

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- (2) It has been a long-awaited goal of the City to have a full-service hotel facility. Such a hotel would significantly enhance the image of the City and the overall economic marketability of the City, from the standpoint of lodging, and also would reinforce Escondido's attractiveness as the center for corporate and commercial activity in North San Diego County. A very significant increase in Transient Occupancy Tax dollars would result from the location of such a hotel within the City limits, and any delay in approving such a facility might result in the development of the property with another land use and the permanent loss of this opportunity. A city-authorized feasibility analysis commissioned by the Escondido Convention and Visitors' Bureau shows this site location, but also because of the visibility of the site (in terms of topography) and its proximity to Interstate 15. The commitment to and need for a full-service hotel is long-standing and social and economic benefits of such a project considerably outweigh the additional traffic and visual impacts that would result from the land use change.

- (3) The restaurant and office park uses are supporting uses to the hotel and provide a synergism that make the overall project more attractive. The presence of offices and restaurants adjacent to the hotel and freeway provides a site for such facilities that is attractive enough for regional users to locate in Escondido, which will prevent the flight of tax dollars that is now occurring to expanding cities on Escondido's periphery, specifically Carlsbad and San Marcos. These users can only be attracted by areas of high visibility and high traffic volumes. Therefore, the traffic and visual impacts are not only outweighed by the economic benefits of these new businesses, but are essential to attracting and retaining them. Considerable social enjoyment will result from the use of these facilities by our own citizenry.
- (4) The removal of existing residences on the site and the addition of extraordinary amounts of attractive landscaping and signage will be particularly useful in meeting the goals of the General Plan, particularly the "City Entrance Objectives" listed on page 74 of the Land Use Element Text. This area is intended to "leave a favorable impression upon tourists, visitors, and citizens entering the community." As such, the aesthetic benefits will significantly outweigh the visual impacts.

**CONDITIONS OF APPROVAL
PHG 14-0022**

Ordinance No. 2014-19
Exhibit C
Page 1 of 9

Landscaping

1. Prior to occupancy, all perimeter, slope and parking lot landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. In compliance with Article 62 (Landscape Standards), Section 1327 (Slope Planting) of the zoning code, all manufactured slopes over three feet high shall be irrigated and planted with landscape materials as follows: Each one thousand (1,000) SF of fill slope shall contain a minimum of six (6) trees, fifteen gallon in size; ten (10) shrubs, five gallon in size; and groundcover to provide one hundred (100) percent coverage within one year of installation. Each one thousand (1,000) SF of cut slope shall contain a minimum of six (6) trees, five gallon in size; ten (10) shrubs, one gallon in size; and groundcover to provide one hundred (100) percent coverage within one year of installation.
3. Five copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the concept plan attached as an exhibit to the satisfaction of the Planning Division. A plan check fee of \$1,040.00 will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Ordinance 93-12. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
4. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
5. All manufactured slopes or slopes cleared of vegetation shall be landscaped within thirty (30) days of completion of rough grading. If, for whatever reason, it is not practical to install the permanent landscaping, then an interim landscaping solution may be acceptable. The type of plant material, irrigation and the method of application shall be to the satisfaction of the Planning Department and City Engineer.
6. Street trees shall be provided and/or maintained along every frontage within, or adjacent to this subdivision in conformance with the Landscape Ordinance and the City of Escondido Street Tree List.
7. Planting themes at the entrances to each of the individual projects shall be emphasized by significant accent plantings to the satisfaction of the Planning Division.
8. Prior to issuance of a grading permit, the applicant shall provide evidence to the Planning Division that the owner of Subarea 3 has been included in the owner's association and will share responsibility for maintaining the common area and slope landscaping.
9. Prior to issuance of a building permit, the applicant shall present a plan for the repair and refurbishment of the common area slope landscaping that is located just east of the subject property. All new landscaping on the common area slope shall be installed prior to occupancy of the building.

General

1. This Master Plan modification shall only apply to Subarea 3 of the La Terraza development and all conditions of the previously approved Master Plan 2007-25-PD shall apply except where modified herein.
2. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City Wide Facilities fees.
3. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
4. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido. All blasting shall be performed in accordance with Uniform Fire Code and Blasting Ordinance requirements to include, but not limited to pre-blast notification and pre-blast inspections of all structures from Fifth and Vine to the north including Howell Heights and Caroline Drive and all structures west of Upas from Second Street to the north. In addition, monitoring of all blasting operations shall be performed by an approved seismograph located at the nearest manmade structure.
5. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
6. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
7. All exterior lighting shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75). All lighting shall be placed and/or shielded so as not to be hazardous to vehicles traveling on I-15.
8. As proposed, 146 striped parking spaces shall be provided in conjunction with this development and shall be maintained at all times. Said parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plan or a note shall be included on the plan indicating the intent to double-stripe per City standards.
9. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Title 24 of the California Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths. An accessible path of travel shall be provided from the public way and shall include an accessible path of travel between buildings.
10. An inspection by the Planning Division will be required prior to operation of the project. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
11. Trash enclosures must be designed and built per City standards. Views into trash enclosures from the residences to the east shall be screened by a trellis with a solid roof cover or other method of screening satisfactory to the Planning Division.

12. Colors, materials and design of the project shall conform to the exhibits and references in the staff report to the satisfaction of the Planning Division.
13. All proposed signage associated with the project must comply with the approved Master Plan standards and exhibits and the City of Escondido Sign Ordinance (Ord. 92-47). The standards and exhibits of the Master Plan shall take precedence if there is a conflict with the provisions of the Sign Ordinance.
14. All new utilities shall be underground.
15. All rooftop equipment must be fully screened from all public view, particularly from the residences to the east, utilizing materials and colors which match the building. Mechanical equipment shall be grouped into one or more areas where covered screen elements can eliminate views of the equipment. No reflective equipment or materials will be permitted on rooftops.
16. All proposed grading shall conform to the conceptual grading as shown on the Master Plan.
17. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
18. All businesses in the building shall be limited to office uses. All office uses proposed for the development shall be restricted to those uses which require a 1:300 parking ratio pursuant to Article 39 of the Zoning Code. No medical or dental uses shall be permitted.
19. All vehicular entrances from La Terraza Boulevard shall be enhanced with decorative stamped concrete to the satisfaction of the Planning Division.
20. All monument signs for Subareas 3, 4, and 5 shall be limited to entry monuments at the driveway locations to be designed to the satisfaction of the Planning Division.
21. One freeway-oriented pole sign shall be permitted in the area of Subareas 3 and 4. The pole sign shall display a maximum of two tenants and shall be limited to a maximum height of 30 feet. The design, copy size, and materials shall be subject to review and approval by the Design Review Board.
22. All retaining walls shall be constructed of decorative masonry materials to the satisfaction of the Planning Division.
23. All buildings and landscaping on Subareas 3, 4 and 5 shall be consistent with the La Terraza Corporate Center Building Design Guidelines, prepared by McArdle Associates Architects, Inc., dated April 20, 1999.
24. During the construction of each building in the development, the pedestrian linkages through the site shall be provided as shown on the Master Plan.
25. Prior to issuance of a building permit for the office building, an acoustical report shall be prepared to identify the necessary noise attenuation materials and techniques needed to reduce interior noise levels to a CNEL of 45 dBA.
26. Prior to issuance of a grading permit, the applicant shall receive approval from the La Terraza Owner's Association for any off-site grading in the common slope area east of the property.
27. Prior to issuance of a building permit, the applicant shall contribute an in-lieu fee to the North County Transit District to help fund transit infrastructure improvements at the closest possible bus stop location that is on Routes 308 and 353. This stop is located on eastbound West Valley Parkway at 390 feet west of La Terraza Boulevard. Specific improvements that the in-lieu fee would fund at this

existing bus stop include an ADA-compliant boarding pad, a passenger waiting shelter bus bench, and a trash can to keep the bus stop area free of litter and debris. The in-lieu fee shall be in the amount of \$5,000.00 and shall be sent to NCTD's Finance/Controller, along with a letter specifying that the funds are for the improvement of the above mentioned bus stop.

28. The City of Escondido hereby notifies the applicant that State Law (AB 3158) effective January 1, 1991, requires certain projects to pay user fees for the purposes of funding the California Department of Fish and Game. These fees were reinstated January 31, 1996, by the State Superior Court in Sacramento. In order to comply with the state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration, or \$3,079.75 for a project with an Environmental Impact Report (these figures include a \$50 County Clerk processing fee). These fees, minus the \$50 processing fee, may be waived for projects which are found by the California Department of Fish and Game to have no effect on fish and wildlife resources. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment; 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project; or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid. (Section 711.4(c)(3) of the Fish and Game Code)

Fire

1. One or more fire hydrants will be required in locations approved by the Fire Department. The Fire Department also has the following requirements:
 - a. NFPA 13 automatic fire sprinkler systems will be required in the office building. Sprinkler plans shall be submitted to the Fire Department for approval
 - b. An approved fire alarm system is required.
 - c. Smoke detectors are required above all stairwell landings.
 - d. A radio reception band booster may be required.
 - e. All fire hydrants shall be shown on the plans. A fire hydrant is required to be located within 50 feet of the Fire Department connection. Fire hydrants capable of delivering 2,500 GPM at 20 PSI residual pressure are required every 300 feet. Additional fire hydrants may be required near intersections or other locations.
 - f. Speed humps/bumps will not be allowed.
 - g. All weather paved access, capable of supporting the weight of a fire engine (50,000 lbs.) and approved fire hydrants must provided prior to the accumulation of any combustible materials on the job site.
 - h. All gated entrances must be equipped with electric switches accessible from both sides and operable by dual-keyed switches for both fire and police. Electric gates must be operable by Fire Department strobe detectors and allow free exiting. A funding method to provide ongoing maintenance of fire lanes, electric gates, and other fire & life safety requirements **must** be provided for in the CC&Rs and/or the Association, to the satisfaction of the Fire Department. A responsible property manager must be easily accessible to the Fire Department.

- i. A 28' inside turning radius is required on all corners.
- j. Roof access to structures must be provided from stairwells.
- k. Elevators must be capable of accommodating a Fire Department gurney.
- l. Barricades shall not obstruct fire hydrants or impede emergency vehicle access.
- m. Plans shall indicate applicability with the 2013 California Fire Code.
- n. An additional hydrant will be required to meet fire pull.
- o. A vertical clearance of 13'6" shall be maintained for trees along driveways and access roads.

Building

- 1. Verify allowable area (CBC Section 506, 508.4.2).
- 2. All site plan keynotes on Sheet A1.1 shall be referenced on the site plan. Clearly identify and dimension all property lines. Show an accessible path of travel to the employee patio area.
- 3. Show on the plans compliance with the 2013 California Green Building Code. Show the location of the required bicycle parking and low-emitting, fuel efficient and car pool/van pool vehicles.
- 4. A Construction Waste Management Plan and a Commissioning Plan will be required for this project.
- 5. Verify complying restroom fixtures (CPC Table 422.1).

ENGINEERING CONDITIONS OF APPROVAL
300 La Terraza Blvd
PHG-14-0022

STREET IMPROVEMENTS AND TRAFFIC

1. The developer shall construct phased traffic improvements as follows:
 - a) Phase 1: Parking lot expansion only:
 1. The developer shall submit an interim signing and striping plans for La Terraza Boulevard to provide adequate line of sight for the north bound traffic at the existing northerly driveway for the Fitness Center. Design shall be in accordance with MUTCD and to the requirements of the City Engineer. The existing driveway shall also be signed and striped for No-Left-Turns.
 2. The developer shall install all required signing and striping, including removal of the existing striping by method of grinding, place type II slurry seal and restripe in accordance with the approved striping plans and to the satisfaction of the by the City Engineer.
 3. The proposed northerly driveway for the future Office Building shall be constructed at a later time with the Office Building project or constructed and closed off to ingress and egress until such time that a traffic signal has been installed at the driveway.
 - b) Phase II: Office Building:
 1. The developer's engineer shall submit a signing and striping plan for La Terraza Boulevard (9th Avenue to Valley Parkway) to include one lane of traffic in each direction with bike lanes and buffers on both sides and a two way middle turn lane. Design shall in accordance with MUTCD and to the requirements of the City Engineer and approval of the Transportation Commission. Also, the existing driveway to the south of the project shall be signed for No-Left-Turns.
 2. The developer shall install all required signing and striping, including removal of the existing striping by method of grinding, crack fill, place type II slurry seal over the entire roadway and restripe in accordance with the approved striping plan by the City Engineer.
 3. The proposed northerly driveway shall be constructed at a later time with the Office Building project or constructed and closed off to ingress and egress until such time that a traffic signal has been installed at the driveway.

C) Phase III, Hotel project:

1. The developer shall be responsible to construct all required improvements under Item #1.
2. The developer shall submit a traffic signal and striping plan design for review and approval by the City Engineer. The developer shall construct a traffic signal and striping in accordance with the approved plan and to the satisfaction of the City Engineer. The signal shall be designed with No-Right-Turn on red at the northerly driveway exit. The northerly driveway opening shall take place after the signal is in operation.

An engineered improvement plan is required for all public improvements. The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of building permits. The project shall conform with the City of Escondido's Storm Water Management Requirements. Both Construction BMPs and Permanent Treatment BMPs shall be provided for the project
2. Erosion control, including riprap, interim sloping planting, gravelbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
3. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 5 1/2" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
4. Access routes conforming to the American Disabilities Act shall be provided into the project from the public sidewalk, to the satisfaction of the City Engineer.
5. The on-site trash enclosure shall drain toward the landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. The developer shall obtain a letter of permission to enter and construct improvements from the owner of adjacent property prior to issuance of Grading Permit.

8. A General Construction Activity Storm Water Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres. One copy of the Storm Water Pollution Prevention Plan shall be submitted to the City.

*All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.*

DRAINAGE

1. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
2. All storm water treatment and retention facilities and their drains including the bio-retention basins, shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the property owner.
3. The owner of the property shall be required to sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. A signed copy of the agreement shall be provided to the City prior to approval final plans.
4. All storm drain systems not within public easements and not specifically noted as public on the project grading and improvement plans shall be considered private. The responsibility for maintenance of these storm drains shall be that of the property owner.

WATER SUPPLY

1. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
2. A 12 inch looped water main shall be proposed within the project site. The proposed water system shall be designed and constructed to the satisfaction of the Utilities Engineer.

WASTEWATER SUPPLY

1. Wastewater service to each building shall be provided in accordance to Utilities Department requirements and to the satisfaction of the Utilities Engineer.

EASEMENTS AND DEDICATIONS

1. Necessary public utility easements (for water and storm drain) shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
2. The developer, through his engineer, shall verify the location of all public utility easements within this project and shall verify that public utilities are within these easements.

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.

LEGAL DESCRIPTION
PHG 14-0022

Ordinance No. 2014-19
Exhibit D
Page 1 of 2

ALL THOSE PORTIONS OF LOTS 3 AND 4 OF ESCONDIDO TRACT NO. 693, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12465, FILED IN THE RECORDER'S OFFICE OF SAID COUNTY ON SEPTEMBER 21, 1989, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 20°18'28" EAST, 351.55 FEET TO THE BEGINNING OF A TANGENT 364.00 FOOT RADIUS CURVE CONCAVE EASTERLY;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°52'40", A DISTANCE OF 62.75 FEET TO THE BEGINNING OF A 351.22 FOOT RADIUS COMPOUND CURVE CONCAVE EASTERLY;

THENCE NORTHERLY ALONG THE ARC OF SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 08°35'03", A DISTANCE OF 52.62 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING NONTANGENT TO SAID CURVE NORTH 87° 49' 00" EAST 63.60 FEET;

THENCE SOUTH 54° 54' 46" EAST 83.72 FEET;

THENCE SOUTH 86° 22' 59" EAST 87.66 FEET;

THENCE NORTH 03° 37' 01" EAST 30.00 FEET;

THENCE SOUTH 86° 22' 59" EAST 134.39 FEET;

THENCE SOUTH 01° 12' 57" EAST 76.27 FEET;

THENCE NORTH 89° 27' 42" EAST 45.82 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 4 THAT IS 78.65 FEET SOUTHERLY FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE LABELLED 'S5°33'39" W 111.98' FEET AS SHOWN ON SAID MAP NO. 12465, **BEING THE POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 46°44'07" EAST 201.46 FEET" IN THE WESTERLY BOUNDARY OF SAID LOT 3, BEING ALSO THE EASTERLY LINE OF LA TERRAZA BOULEVARD AS SHOWN ON SAID MAP NO. 12465;

THENCE ALONG SAID EASTERLY LINE OF LA TERRAZA BOULEVARD AS SHOWN ON SAID MAP NO. 12465, SOUTH 46°44'07" WEST 201.46 FEET TO THE NORTHERLY TERMINUS OF A TANGENT 351.22 FOOT RADIUS CURVE CONCAVE EASTERLY IN SAID WESTERLY BOUNDARY;

THENCE SOUTHERLY ALONG THE ARC OF SAID 351.22 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 18°22'29", A DISTANCE OF 112.64 FEET TO THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;

THENCE LEAVING SAID BOUNDARY, RADIAL TO SAID CURVE, SOUTH 61°38'22" EAST, 51.00 FEET TO A POINT ON THE ARC OF A 300.22 FOOT NONTANGENT RADIUS CURVE CONCAVE EASTERLY, SAID CURVE BEING CONCENTRIC WITH THE ABOVE MENTIONED 351.22 FOOT RADIUS CURVE IN THE WESTERLY BOUNDARY OF SAID LOT 3, THE RADIAL LINE TO SAID CURVE BEARS NORTH 61°38'22" WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°07'07", A DISTANCE OF 16.34 FEET;

THENCE NONTANGENT TO SAID CURVE SOUTH 86°23'00" EAST, 257.23 FEET TO THE WESTERLY LINE OF THE EASTERLY 36.00 FEET OF SAID LOT 3;

THENCE ALONG SAID WESTERLY LINE OF THE EASTERLY 36.00 FEET, SOUTH 14°51'10" EAST, 5.11 FEET;

THENCE NORTH 75°08'50" EAST, 36.00 FEET TO THE EASTERLY LINE OF SAID LOT 3.

AREA: 1.75 ACRES

THIS DESCRIPTION WAS PREPARED
BY ME OR UNDER MY DIRECTION


DENNIS W. GOOD LS 8084
LICENSE EXPIRES DEC. 31, 2015



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 23

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Modification to the Master Development Plan for the Lowe's Commercial Center (PHG 14-0012)

STAFF RECOMMENDATION:

It is requested that Council introduce Ordinance No. 2014-18 modifying the conditions of approval in the Master Development Plan for the Lowe's Center.

PLANNING COMMISSION RECOMMENDATION:

On October 14, 2014, the Planning Commission voted 5-0-1 (Hale abstained, Winton absent) to recommend approval of the proposed modification to the Lowe's Master Development Plan.

PROJECT DESCRIPTION:

A modification to the Master Development Plan (2005-58-PD/CZ) for the Lowe's Commercial Center to amend the conditions of approval to allow restaurant uses to be established in the 8,400 SF freestanding commercial/retail building based on the availability of sufficient on-site parking.

LOCATION:

The 11.04-acre site is located on the western side of Quince Street, between Highway 78 and Mission Avenue, addressed as 600 – 644 W. Mission Avenue.

FISCAL ANALYSIS:

None

GENERAL PLAN ANALYSIS:

The site is located in the Planned Commercial designation of the General Plan and the Downtown Transit Station Target Area (Target Area 1). The target area's guiding principles for this property include promoting mid- to big-box retailers or other uses that could anchor revitalization efforts in the area with design standards that include a common architectural and landscaping theme. The

proposed modification would not involve the construction of new buildings and would be consistent with the guiding principles by allowing other desirable commercial uses to locate within the center.

ENVIRONMENTAL REVIEW:

The proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15301 (Existing Facilities). A Notice of Exemption was issued on October 9, 2014.

BACKGROUND:

The Master Plan for the Lowe's shopping center (2005-58-PD/CZ) was approved by the City Council on April 5, 2006. The Master Plan encompassed the 169,112 SF Lowe's home improvement store and two pad buildings including a 6,600 SF multi-tenant commercial building and a fast-food (with drive-through) restaurant building. The Precise Plan (2006-54-PD) for the freestanding commercial/retail building located in the southwestern corner of the Lowe's parking lot increased the size of the building to 8,400 SF and was approved by the Planning Commission on February 13, 2007. Future tenants in the commercial building still were limited to retail businesses that generated a maximum parking demand of one parking space per 250 SF of floor area. A modification to the Master Plan (2007-34-PD) was approved by the City Council on November 28, 2007, to allow a 4,000 SF bank to locate in the retail building with a parking ratio of one space per 200 SF. The modification was approved in part based on a parking study that showed an adequate number of parking spaces existed in the parking lot to allow the bank use and its higher parking requirement.

The bank still occupies the eastern half of the commercial building and SDG&E operates a branch office/customer service center in the western portion of the building, leaving a 1,352 SF tenant space in the middle that has been vacant since the building was constructed approximately seven years ago. The applicant has indicated that most of the interest from potential tenants has come from small, fast casual restaurants, which are prohibited by the Master Plan parking standard of 1:250 for the non-bank portion of the building. Restaurants require one parking space per 100 SF. The applicant is now proposing a modification to the Master Plan to allow a restaurant to be located in the vacant tenant suite based on the availability of sufficient on-site parking in the commercial center to meet the standard parking requirement for restaurants.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On October 14, 2014, the Planning Commission voted 5-0-1 (Hale abstained, Winton absent) to recommend approval of the proposed modification to the Lowe's Master Development Plan. The Commission concurred with staff that restaurants should be permitted in the freestanding commercial building if standard City parking requirements could be met.

DISCUSSION:

The entire Lowe's shopping center is under one ownership. The commercial/retail building is on the same parcel of land as the Lowe's building and the parking lot. All parking is shared on the same parcel and there is no need for dedicated parking spaces or a reciprocal parking agreement. This allows parking demand to be considered over the entire center instead of a limited area around a particular building.

Parking requirements for the Lowe's shopping center were based on a parking study provided with the original 2006 Master Plan that modified the Lowe's parking requirement. The parking study calculated the ratio for the Lowe's store at 1 space per 329 SF based on peak hourly and seasonal demand for a similar home improvement store in Escondido. This resulted in 69 fewer parking spaces for the Lowe's store than otherwise would have been required. All other uses were calculated at standard city parking rates.

The reduced amount of parking led to the approval of a project condition that limited future businesses in the commercial/retail building to retail uses that generated a parking ratio of 1:250 based on city parking standards. Two subsequent modifications to the Master Plan increased the size of the commercial/retail building by approximately 1,800 SF, allowed the bank to go into a portion of the building with a 1:200 parking ratio (based on updated parking study), and continued to limit all other future uses in the building to retail with a 1:250 parking ratio.

The same traffic consultant (LOS Engineering, Inc.) that prepared the original parking study and subsequent modified parking study has submitted an updated parking study in support of the applicant's request to allow a restaurant use in the commercial/retail building. Photographs also have been provided to the Planning Commission and staff showing actual parking demand during various times over several days. The photographs clearly indicate there is plenty of parking available and staff has not received any complaints regarding a lack of parking in this shopping center. The updated parking study (LOS Engineering, Inc., March 5, 2014) indicates 599 parking spaces exist on the site. A total of 570 parking spaces are required based on the previously approved Master Plan parking ratios as noted below:

Lowe's (1 space per 329 SF):	514 spaces
Fast Food/drive thru (20 spaces)	20 spaces
Bank (1 space per 200 SF):	22 spaces
SDG&E (1 space per 250 SF):	9 spaces
Vacant Retail (1 space per 250 SF):	<u>5 spaces</u>
TOTAL:	570 spaces

Modifying the vacant 1,352 SF suite from retail (1:250) to restaurant (1:100) as requested by the applicant would increase the parking requirement for that suite from 5 spaces to 14 spaces. This would increase the overall parking requirement to 579 spaces in the shopping center where 599 spaces are provided resulting in a surplus of 20 parking spaces that could be devoted to additional restaurant space or other new uses that are more parking-intensive than retail. Staff feels the current exclusion of uses that exceed a 1:250 parking ratio is inappropriate based on the amount of surplus parking in the parking lot. Staff supports the applicant's request and has modified the conditions of approval to allow restaurant uses in the commercial/retail building provided adequate parking is available based on city parking standards for all existing and proposed uses in the building.

Staff is aware that not all parking spaces are available for parking due to Lowe's use of some parking spaces for seasonal product display. The original Master Plan parking study contemplated this and

suggested that the use of up to 40 parking spaces for seasonal lot sales would not adversely affect parking supply for all but two months of the year – May and June, which are peak seasonal months. The original conditions of approval allow for the use of 26 parking spaces for seasonal product displays. Staff is not recommending any changes to the parking lot display conditions.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Bill Martin
Deputy Planning Director

the conditions that came out of Staff Design Review was that the tree be tapered to appear more natural.

Commissioner Johns noted that the Commission had expressed concerns in the past about the design of this type of tree and suggested adding more branches near the antenna equipment as well as tapering it as recommended by staff. Chairman Weber concurred, noting that the subject tree was significantly higher and was near the gateway to the City.

Commissioner Hale expressed his concern with similar designs becoming weathered and asked if the conditions provided for maintaining the aesthetics of the trees. Mr. Martin noted that Condition No. 13 required that the tree be maintained to avoid a weathered appearance. Commissioner Hale asked if complaints would come through Code Enforcement. Mr. Martin replied in the affirmative and that Code Enforcement would then coordinate with Planning.

Commissioner Hale asked if there were any requirements or industry standards regarding the materials being used for the trees.

Darrell Daugherty, Plancom Inc., Escondido, representing the applicant, replied there were no industry standards for faux tree materials, but that Verizon would own the subject tree and would replace any faded branches.

ACTION:

Moved by Chairman Weber, seconded by Commissioner Hale, to approve staff's recommendation. Motion carried unanimously. (6-0)

3. MODIFICATION TO A MASTER DEVELOPMENT PLAN – PHG 14-0012:

REQUEST: A proposed modification to the Master Development Plan for the Lowe's Center to modify the conditions of approval to allow a restaurant to be established in the freestanding, multi-tenant retail building located in the southwestern corner of the site. The proposal would allow a restaurant to be located in the building based on the availability of sufficient on-site parking in the commercial center to meet the standard parking requirement for restaurants. The proposal also includes the adoption of the environmental determination prepared for the project.

LOCATION: The 11.04-acre site is located on the western side of Quince Street, between Highway 78 and Mission Avenue, addressed as 600 – 644 W. Mission Avenue.

Commissioner Hale recused himself from Item No. 3.

Bill Martin, Deputy Planning Director, referenced the staff report and noted staff recommended approving the proposed modification to the Master Development Plan for the Lowe's shopping center (2005-58-PD/CZ).

Commissioner McQuead and Mr. Martin discussed the parking study as outlined on Page 21 of the staff report.

ACTION:

Moved by Vice-chairman McQuead, seconded by Chairman Weber, to approve staff's recommendation. Motion carried. Weber, Watson, McQuead, Spann, and Johns. Noes: None. Abstained: Hale. (5-0-1)

CURRENT BUSINESS: None.

ORAL COMMUNATIONS: None.

PLANNING COMMISSIONERS:

Mr. Martin noted that due to the holiday schedule a special meeting might have to be scheduled during the third week of November.

Commissioner McQuead suggested holding a workshop on the protocols for running a meeting.

ADJOURNMENT:

Chairman Weber adjourned the meeting at 7:26 p.m. The next meeting was scheduled for October 28, 2014, at 7:00 p.m. in the City Council Chambers, 201 North Broadway, Escondido, California.



Bill Martin, Secretary to the Escondido
Planning Commission



Ty Paulson, Minutes Clerk

PLANNING COMMISSION

Agenda Item No.: G.3
Date: October 14, 2014

TO: Planning Commission
FROM: Planning Staff
SUBJECT: PHG 14-0012 – Modification to a Commercial Planned Development to Amend the Conditions of Approval

STAFF RECOMMENDATION:

Approve the proposed modification to the Master Development Plan for the Lowe's shopping center (2005-58-PD/CZ).

PROJECT DESCRIPTION:

A proposed modification to the Master Development Plan for the Lowe's Center to modify the conditions of approval to allow a restaurant to be established in the freestanding, multi-tenant retail building located in the southwestern corner of the site. The proposal would allow a restaurant to be located in the building based on the availability of sufficient on-site parking in the commercial center to meet the standard parking requirement for restaurants.

LOCATION:

The 11.04-acre site is located on the western side of Quince Street, between Highway 78 and Mission Avenue, addressed as 600 – 644 W. Mission Avenue.

ENVIRONMENTAL REVIEW:

The proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15301 (Existing Facilities). A Notice of Exemption was issued on October 9, 2014.

BACKGROUND:

The Master Plan for the Lowe's shopping center (2005-58-PD/CZ) was approved by the City Council on April 5, 2006. The Master Plan encompassed the 169,112 SF Lowe's home improvement store and two pad buildings including a 6,600 SF multi-tenant commercial building and a fast-food (with drive-through) restaurant building. The Precise Plan (2006-54-PD) for the freestanding commercial/retail

building located in the southwestern corner of the Lowe's parking lot increased the size of the building to 8,400 SF and was approved by the Planning Commission on February 13, 2007. Future tenants in the commercial building still were limited to retail businesses that generated a maximum parking demand of one parking space per 250 SF of floor area. A modification to the Master Plan (2007-34-PD) was approved by the City Council on November 28, 2007, to allow a 4,000 SF bank to locate in the retail building with a parking ratio of one space per 200 SF. The modification was approved in part based on a parking study that showed an adequate number of parking spaces existed in the parking lot to allow the bank use and its higher parking requirement.

The bank still occupies the eastern half of the commercial building and SDG&E operates a branch office/customer service center in the western portion of the building, leaving a 1,352 SF tenant space in the middle that has been vacant since the building was constructed approximately seven years ago. The applicant has indicated that most of the interest from potential tenants has come from small, fast casual restaurants, which are prohibited by the Master Plan parking standard of 1:250 for the non-bank portion of the building. Restaurants require one parking space per 100 SF. The applicant is now proposing a modification to the Master Plan to allow a restaurant to be located in the vacant tenant suite based on the availability of sufficient on-site parking in the commercial center to meet the standard parking requirement for restaurants.

DISCUSSION:

The entire Lowe's shopping center is under one ownership. The commercial/retail building is on the same parcel of land as the Lowe's building and the parking lot. All parking is shared on the same parcel and there is no need for dedicated parking spaces or a reciprocal parking agreement. This allows parking demand to be considered over the entire center instead of a limited area around a particular building.

Parking requirements for the Lowe's shopping center were based on a parking study provided with the original 2006 Master Plan that modified the Lowe's parking requirement. The parking study calculated the ratio for the Lowe's store at 1 space per 329 SF based on peak hourly and seasonal demand for a similar home improvement store in Escondido. This resulted in 69 fewer parking spaces for the Lowe's store than otherwise would have been required. All other uses were calculated at standard city parking rates.

The reduced amount of parking led to the approval of a project condition that limited future businesses in the commercial/retail building to retail uses that generated a parking ratio of 1:250 based on city parking standards. Two subsequent modifications to the Master Plan increased the size of the commercial/retail building by approximately 1,800 SF, allowed the bank to go into

a portion of the building with a 1:200 parking ratio (based on updated parking study), and continued to limit all other future uses in the building to retail with a 1:250 parking ratio.

The same traffic consultant (LOS Engineering, Inc.) that prepared the original parking study and subsequent modified parking study has submitted an updated parking study (attached) in support of the applicant's request to allow a restaurant use in the commercial/retail building. Photographs also have been provided to show actual parking demand during various times over several days. The photographs clearly indicate there is plenty of parking available and staff has not received any complaints regarding a lack of parking in this shopping center. The updated parking study (LOS Engineering, Inc., March 5, 2014) indicates 599 parking spaces exist on the site. A total of 570 parking spaces are required based on the previously approved Master Plan parking ratios as noted below:

Lowe's (1 space per 329 SF):	514 spaces
Fast Food/drive thru (20 spaces)	20 spaces
Bank (1 space per 200 SF):	22 spaces
SDG&E (1 space per 250 SF):	9 spaces
Vacant Retail (1 space per 250 SF):	<u>5 spaces</u>
TOTAL:	570 spaces

Modifying the vacant 1,352 SF suite from retail (1:250) to restaurant (1:100) as requested by the applicant would increase the parking requirement for that suite from 5 spaces to 14 spaces. This would increase the overall parking requirement to 579 spaces in the shopping center where 599 spaces are provided resulting in a surplus of 20 parking spaces that could be devoted to additional restaurant space or other new uses that are more parking-intensive than retail. Staff feels the current exclusion of uses that exceed a 1:250 parking ratio is inappropriate based on the amount of surplus parking in the parking lot. Staff supports the applicant's request and has modified the conditions of approval to allow restaurant uses in the commercial/retail building provided adequate parking is available based on city parking standards for all existing and proposed uses in the building.

Staff is aware that not all parking spaces are available for parking due to Lowe's use of some parking spaces for seasonal product display. The original Master Plan parking study contemplated this and suggested that the use of up to 40 parking spaces for seasonal lot sales would not adversely affect parking supply for all but two months of the year – May and June, which are peak seasonal

PHG 14-0012
October 14, 2014

months. The original conditions of approval allow for the use of 26 parking spaces for seasonal product displays. Staff is not recommending any changes to the parking lot display conditions.

Respectfully Submitted.

A handwritten signature in black ink, appearing to read "Bill Martin", written in a cursive style.

Bill Martin
Deputy Planning Director

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. SUPPLEMENTAL DETAILS OF REQUEST

1. Property Size: 11.04 acres

2. Building Size:

Lowe's Building (inc. garden):	169,112 SF
Fast Food/drive-thru Building:	2,700 SF
Commercial/Retail Building:	7,948 SF
Bank:	4,406 SF
SDG&E:	2,190 SF
Vacant suite:	1,352 SF

3. Parking: 599 parking spaces are provided for the shopping center where the Master Plan requires 570 spaces based on the following adopted ratios:

Lowe's (1 space per 329 SF):	514 spaces
Fast Food/drive thru (20 spaces)	20 spaces
Bank (1 space per 200 SF):	22 spaces
SDG&E (1 space per 250 SF):	9 spaces
Vacant Retail (1 space per 250 SF):	<u>5 spaces</u>
TOTAL:	570 spaces

Modifying the vacant 1,352 SF suite from retail (1:250) to restaurant (1:100) would increase the parking requirement for that suite from 5 spaces to 14 spaces. This would increase the overall parking requirement to 579 spaces in the shopping center where 599 spaces are provided.

**FINDINGS OF FACT
PHG 14-0012
EXHIBIT "A"**

Master Plan

1. Granting the modification to modify the conditions of approval to allow a restaurant to be established in the freestanding, multi-tenant retail building located in the southwestern corner of the site would be in conformance with the City's General Plan land-use designation of Planned Commercial, which permits a wide variety of commercial uses within the master planned commercial centers. The proposed modification would not diminish the Quality-of-Life Standards of the General Plan as the proposal would not materially degrade the level of service on adjacent streets or public facilities, create excessive noise, and adequate on-site parking, circulation and public services are provided to the site.
2. The proposed location of the commercial shopping center is well integrated with its surroundings and the proposal to permit restaurant uses in the commercial/retail building would not result in a substantial alteration of the present or planned land use since the property is occupied by other commercial businesses including a freestanding restaurant that would not be affected by the proposed change.
3. The commercial center is adequately served by existing public facilities since sewer and water service is available from existing mains in the adjacent streets or easements, and the proposal would not adversely impact these facilities nor require significant upgrades to the existing infrastructure.
4. The overall design of the shopping center is conducive to additional restaurant uses with convenient parking located in front of the tenant spaces and produces an attractive, efficient and stable environment for shopping or working. The design of the project would be unchanged and would remain consistent with the previously approved Master Plan. The proposal has been considered in relationship to its effect on the community, and the request would be in compliance with the General Plan Policies and would not result in a negative impact to adjacent neighborhood for the reasons stated above and detailed in the Planning Commission staff report.
5. The proposal is exempt from the requirements of the California Environmental Quality Act (CEQA) in conformance with Section 15301, "Existing Facilities" and a Notice of Exemption was prepared for the proposed project. In staff's

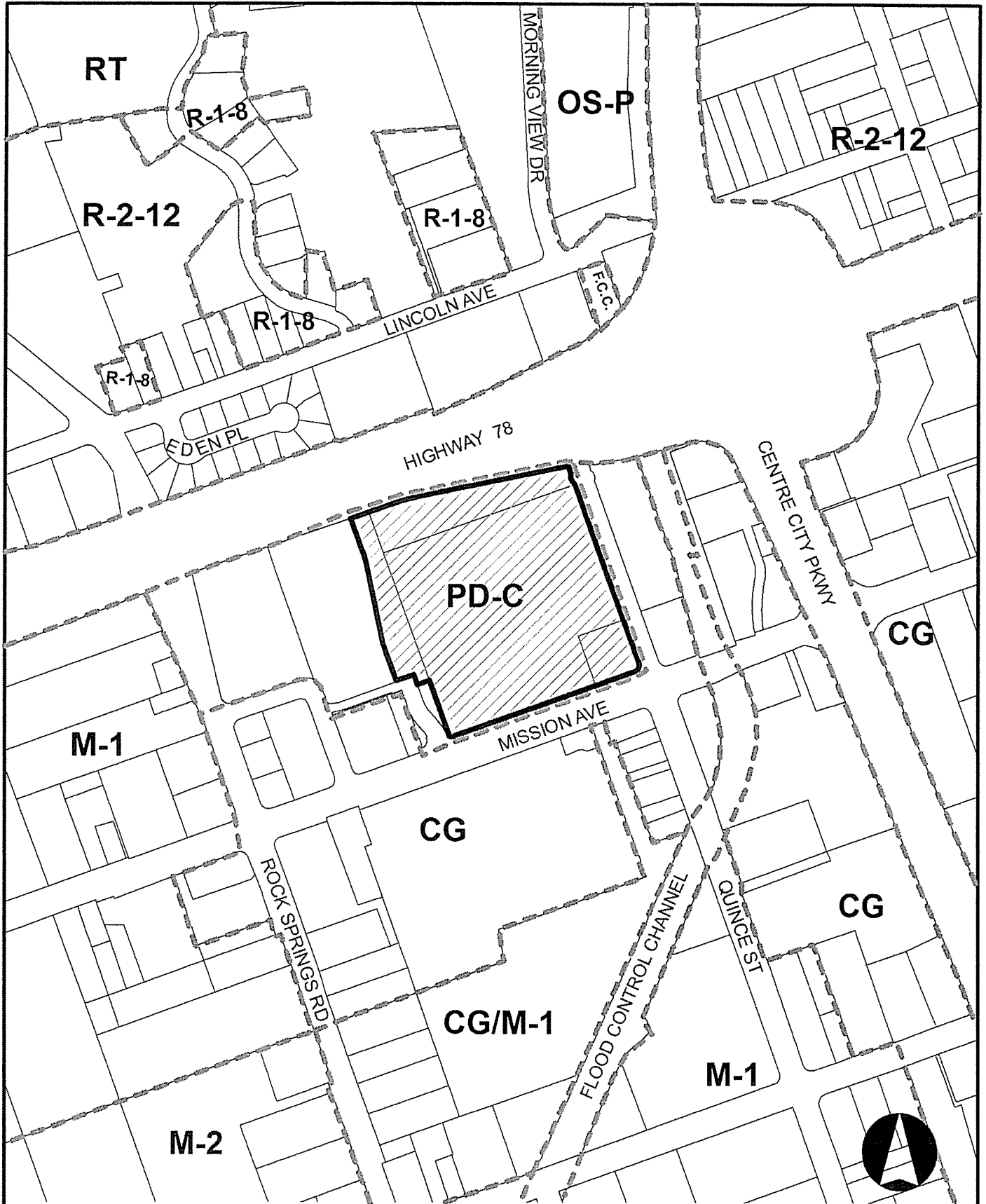
PHG 14-0012
October 14, 2014

opinion, the request does not have the potential for causing a significant effect on the environment due to the continued conformance with the commercial zoning designation and standards established for the site.

**CONDITIONS OF APPROVAL
PHG 14-0012
EXHIBIT "B"**

Planning Division Conditions

1. All conditions of the previous Master and Precise Development Plans (2005-58-PD, 2006-54-PD and 2007-34-PD) for the Lowe's shopping center shall remain in full force and effect unless specifically modified herein.
2. This modification to the Master Development Plans noted above for the Lowe's shopping center is limited to the parking requirement for the 8,400 SF commercial/retail building located in the southwestern corner of the site. The Master Plan conditions of approval are hereby modified to allow restaurant uses in the 8,400 SF commercial/retail building provided adequate parking is available in the shopping center parking lot based on a calculation that utilizes the Master Plan parking ratio for the Lowe's building and Escondido Zoning Code parking ratios for all existing and proposed uses in the commercial/retail building.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.

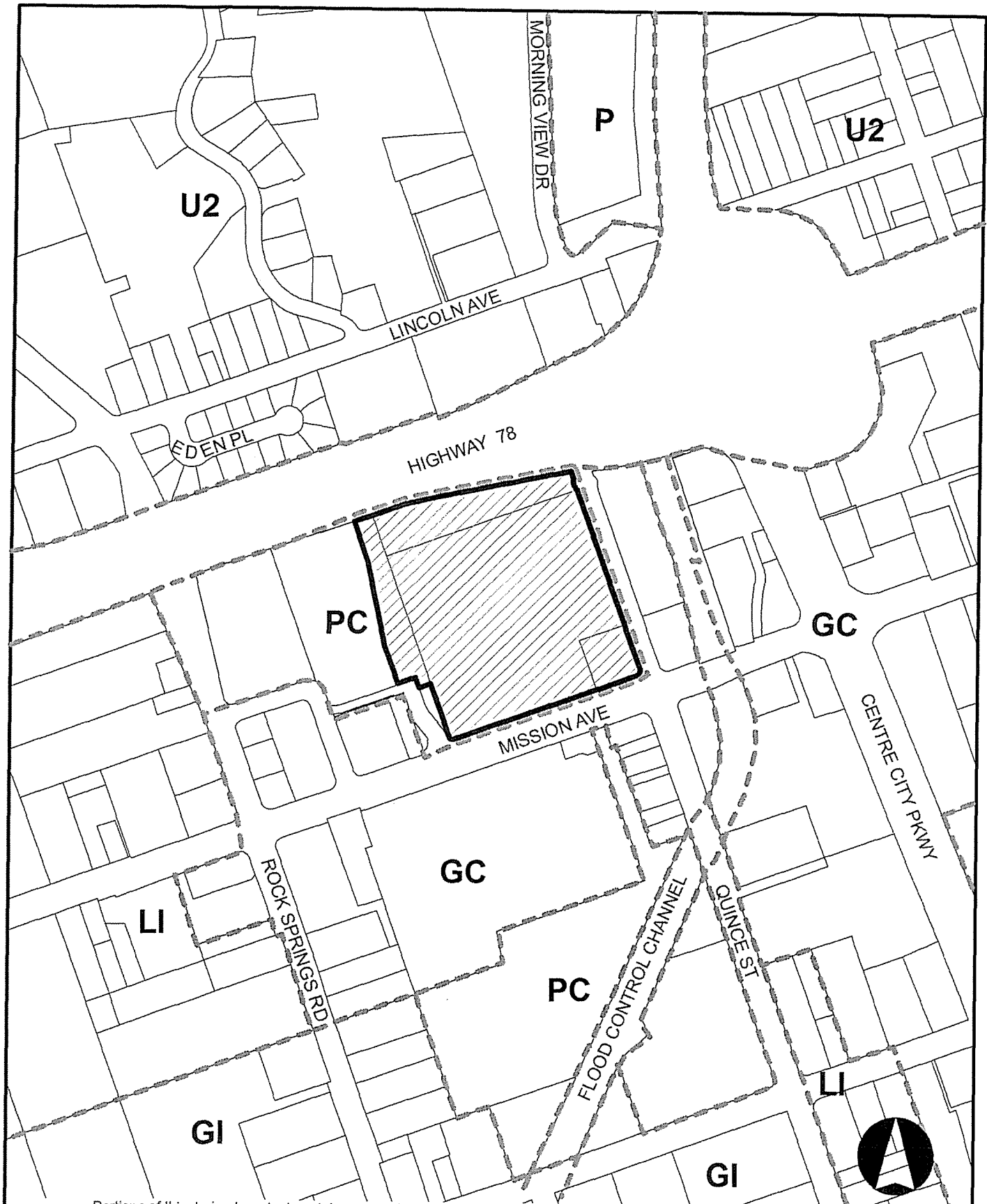


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**PROPOSED PROJECT
PHG 14-0012**



LOCATION/ZONING

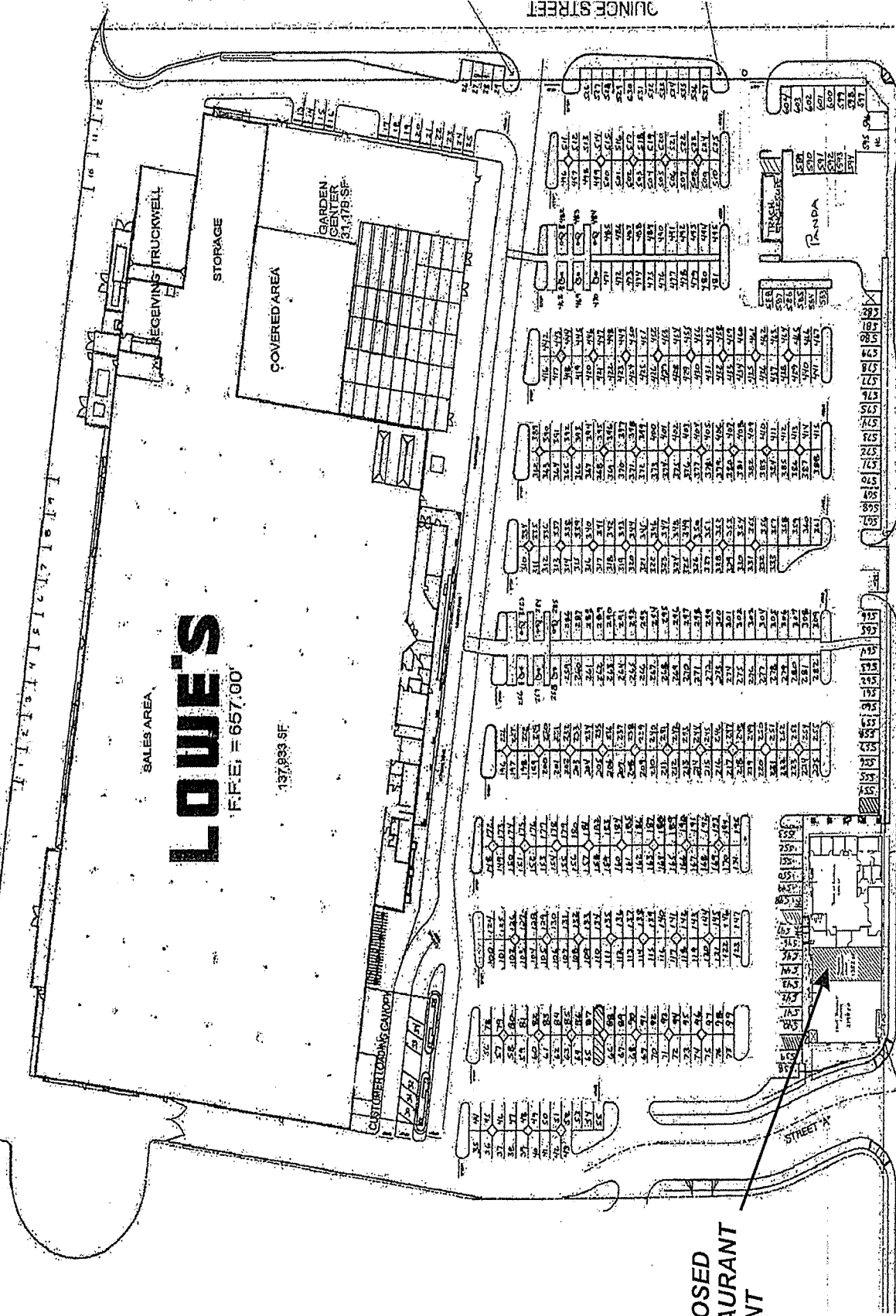


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**PROPOSED PROJECT
PHG 14-0012**



GENERAL PLAN



SALES AREA

LOWE'S

F.F.E. = 657,000

137,933 SF

STORAGE

COVERED AREA

GARDEN CENTER
31,778 SF

RECEIVING TRUCKWELL

CUSTOMER LOADING GARAGE

PROPOSED RESTAURANT TENANT

QUINCE STREET

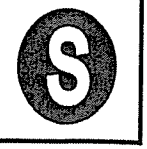
MISSION AVENUE

STREET 'A'

UNAUTHORIZED VEHICLES USING DESIGNATED HANDICAP SPACES SUBJECT TO FINE \$100 PER VIOLATION

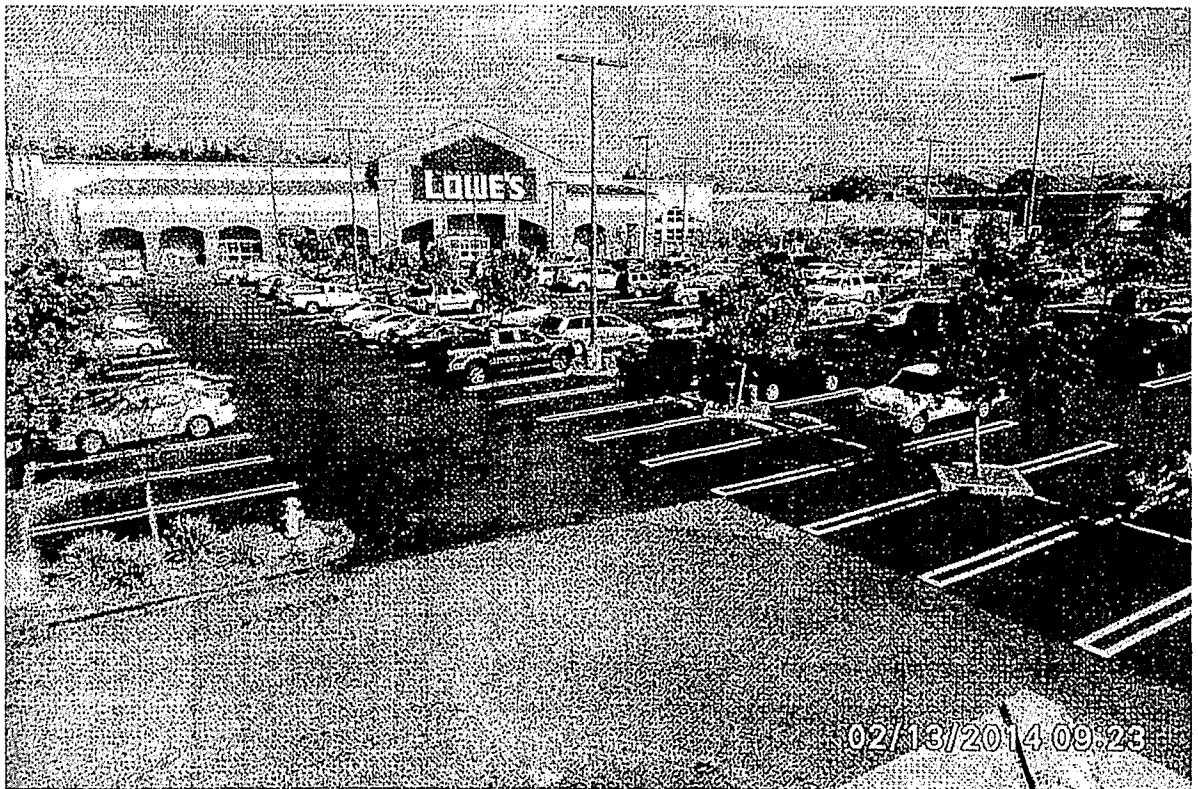
UNAUTHORIZED VEHICLES USING DESIGNATED HANDICAP SPACES SUBJECT TO FINE \$100 PER VIOLATION

PROPOSED PROJECT
PHG 14-0012

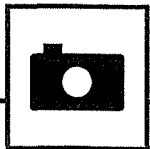


SITE PLAN

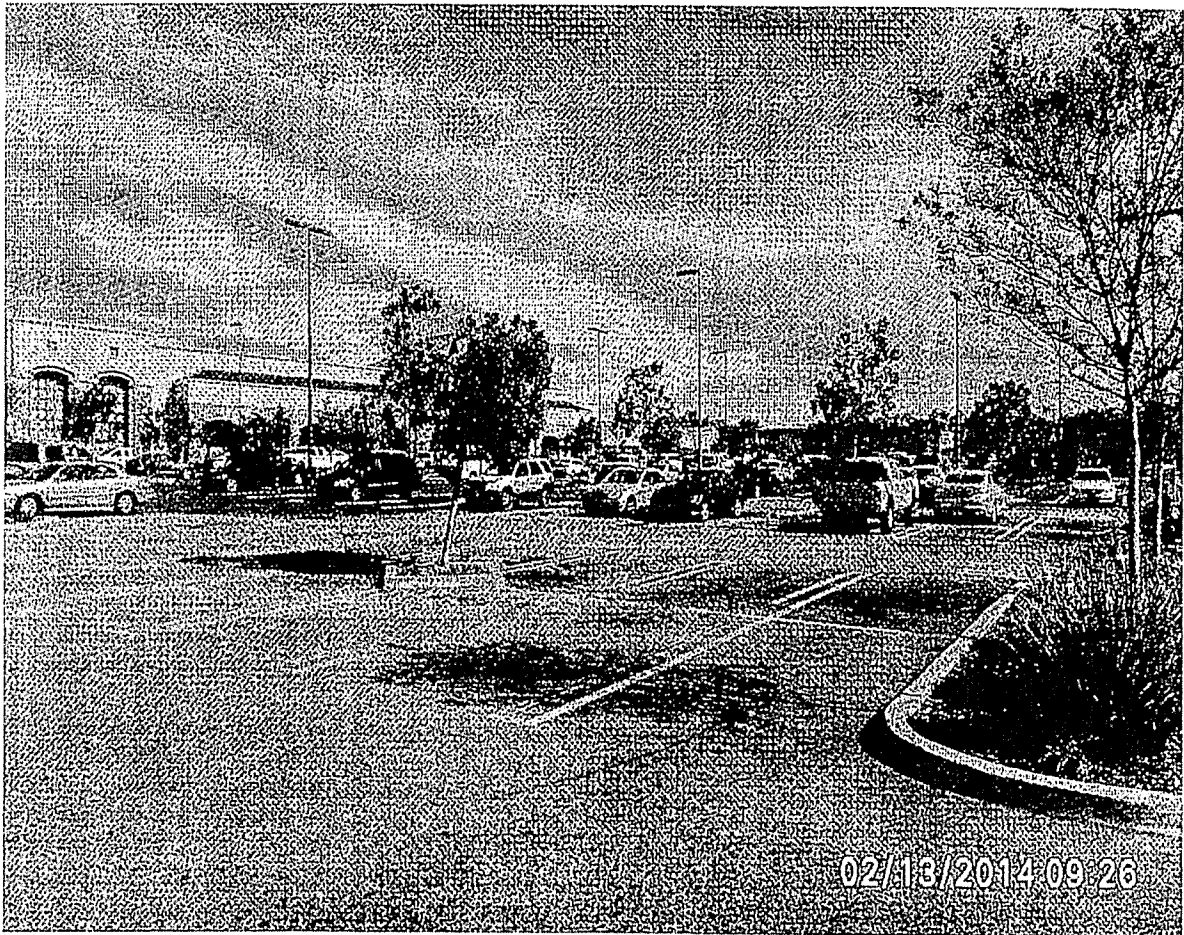
SITE PLAN



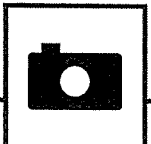
**PROPOSED PROJECT
PHG 14-0012**



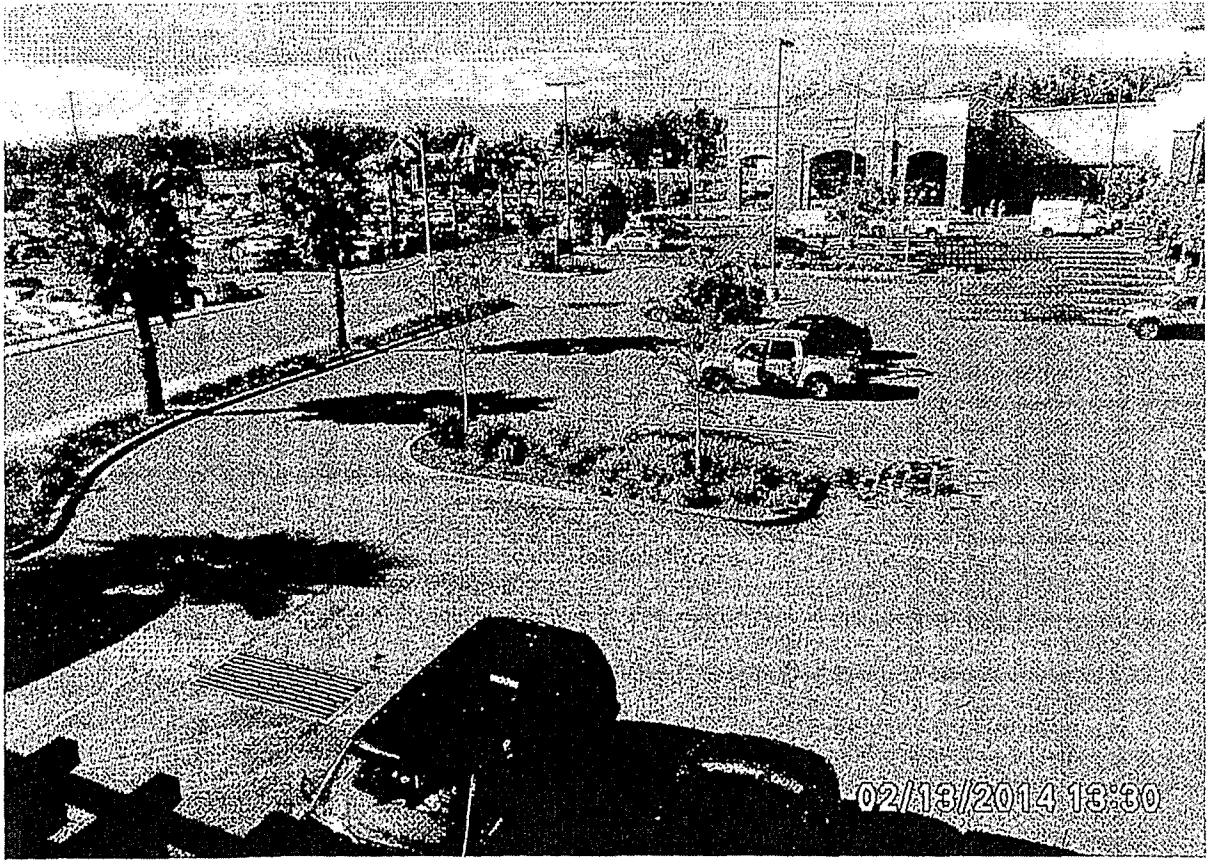
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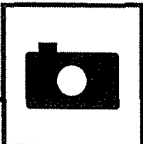
**PROPOSED PROJECT
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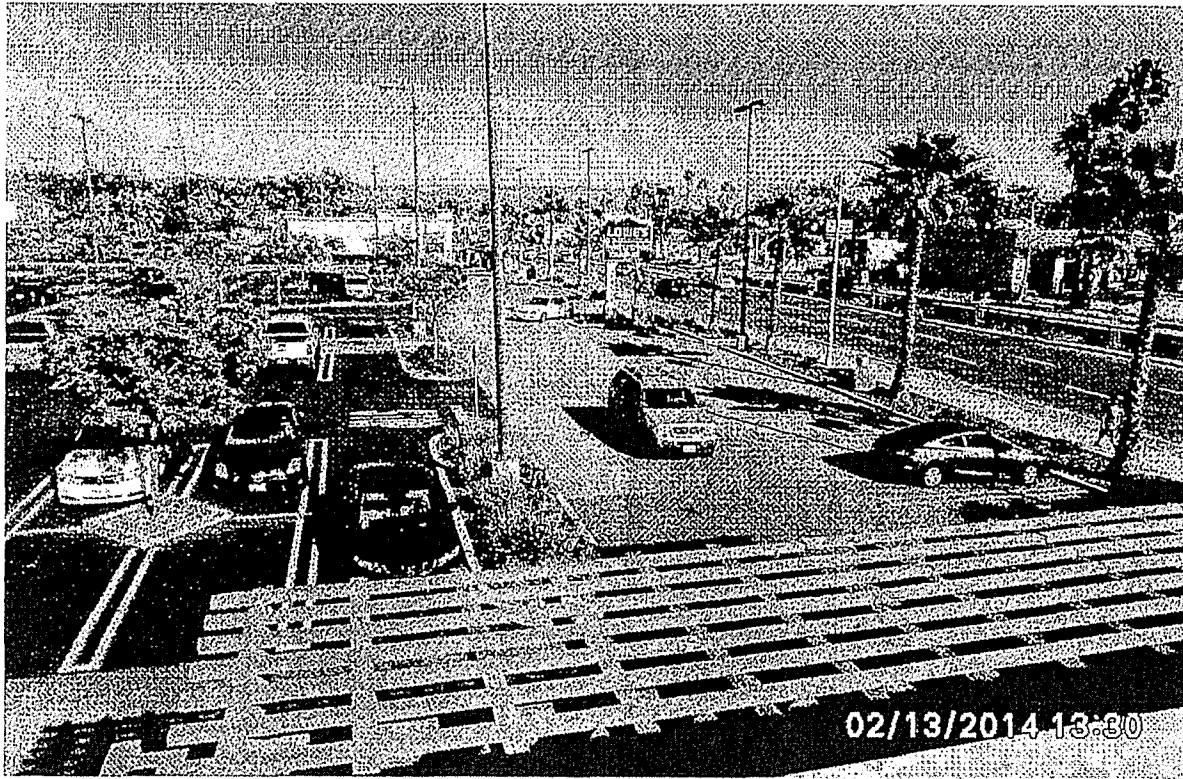
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**PROPOSED PROJECT
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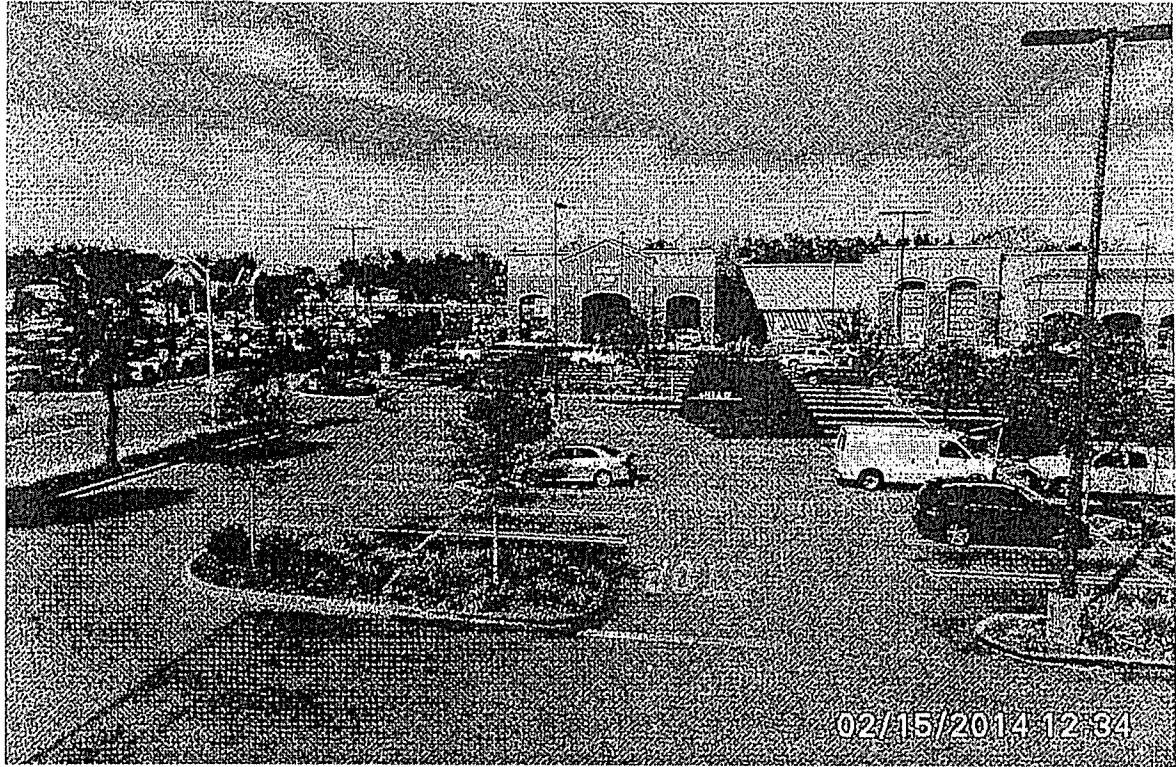
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PHG 14-0012**



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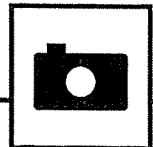
**PROPOSED PROJECT
PHG 14-0012**



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**PROPOSED PROJECT
PHG 14-0012**



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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: James Scott
 P.O. Box 121750
 San Diego, CA 92101-1750

From: City of Escondido
 Planning Division
 201 North Broadway
 Escondido, CA 92025

Project Title/Case No.: PHG 14-0012 (Lowe's Shopping Center - Parking)

Project Location - Specific: The 11.04-acre site is located on the western side of Quince Street, between Highway 78 and Mission Avenue, addressed as 600 – 644 W. Mission Avenue.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project: A proposed modification to the Master Development Plan for the Lowe's Center to modify the conditions of approval to allow a restaurant to be established in the freestanding, multi-tenant retail building located in the southwestern corner of the site. The proposal would allow a restaurant to be located in the building based on the availability of sufficient on-site parking in the commercial center to meet the standard parking requirement for restaurants.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: David Swanson, SGC Construction

Telephone: (760) 480-5671

Address: 520 N. Quince Street, #10, Escondido, CA 92025

Private entity School district Local public agency State agency Other special district

Exempt Status:

Categorical Exemption. CEQA Section 15301 "Existing Facilities."

Reasons why project is exempt:

1. The proposed project is limited to modifying the conditions of approval to allow a restaurant to be established in the freestanding, multi-tenant retail building located in the southwestern corner of the site. No exterior physical changes are proposed to any existing structures on the property.
2. The project site has been completely disturbed and has no value as habitat for endangered, threatened or rare species.
3. The shopping center site is located in an established commercial area. The project would not result in any significant effects related to traffic, noise, air quality or water quality; and the site is adequately served by all required utilities and public services.
4. In staff's opinion the proposed development would not have the potential to cause an adverse impact on the environment. Therefore, the proposal is not subject to further CEQA review.

Lead Agency Contact Person: Bill Martin

Area Code/Telephone/Extension (760) 839-4557

Signature: _____

Bill Martin, Deputy Planning Director

OCTOBER 9, 2014

Date

Signed by Lead Agency

Date received for filing at OPR:

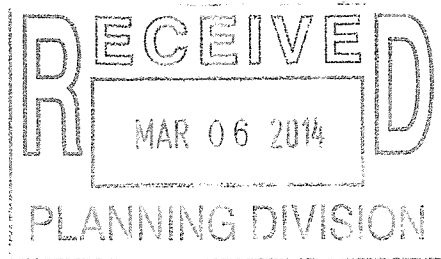
Signed by Applicant



11622 El Camino Real, Suite 100, San Diego, CA 92130
Phone 619-890-1253, Fax 619-374-7247

March 5, 2014

Mr. Bill Martin
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025



SUBJECT: W. Mission Avenue Lowe's Parking Analysis – As Built with Food Option

Dear Mr. Martin:

The purpose of this letter is to document the current parking supply and the anticipated parking demand with a change in retail use of the overall retail center that contains Lowe's and various ancillary retail uses located at 620 W. Mission Avenue, Escondido California. Specifically, this letter will address the following questions:

- 1) What is different between the previous parking analyses and this analysis?
- 2) What is the current parking supply at the Lowe's center?
- 3) What parking rates are being used for the Lowe's center?
- 4) Does the change of ancillary retail space to food use exceed the required parking?

PREVIOUS PARKING ANALYSES

Previously, LOS Engineering, Inc. prepared two parking analyses dated 3/28/2006 and 10/11/2007. The 3/28/2006 letter documented a specific parking rate of 1 space per 329 square feet (sf) for a home improvement store from data collected in the City of Escondido (a copy is included in **Attachment A**). The 10/11/2007 letter documented the parking requirements for an 8,000 sf retail pad (a copy is included in **Attachment B**). Since those analyses, the final (as-built) number of parking spaces and final square footage of the ancillary retail pad has changed slightly. This analysis uses the same approach and parking rates of the previous studies, but uses the current as-built parking and building information.

APPROVED PROJECT AND PARKING RATES

The as-built number of parking spaces on the Lowe’s center was confirmed at 604 parking stalls by SGC Construction Inc., and documented on the site plan included in **Attachment C**. The 604 parking stalls included 584 standard spaces, 15 handicap spaces, and 5 spaces being used for shopping cart storage. This analysis uses the available 599 parking spaces (584 the standard stalls + 15 handicap stalls). SGC Construction Inc. also confirmed the building size with 169,112 sf for the Lowe’s with garden center, 2,700 sf for the southeast retail pad of a fast food restaurant with drive-through (Panda Express), and 7,948 sf for the southwest retail pad (Bank of America with 4,406 sf; SDG&E with 2,190 sf; and a vacant suite with 1,352 sf).

The required parking for the Lowe’s portion was based on a parking rate calculated from data collected at a home improvement store within the City of Escondido (as documented in the 3/28/06 letter of 1 space per 329 sf). The parking for the ancillary retail elements were based on City of Escondido parking requirements of 20 spaces for a fast food restaurant with drive-through (up to 4,000 sf), 1 space per 100 sf of restaurant/food use, 1 space per 200 sf of bank use, and 1 space per 250 sf of retail use.

EXISTING PARKING OBSERVATIONS

Pictures of the site were taken on Saturday, February 15, 2014 around 12:30 PM to visually show the parking demand. Saturday is the higher parking demand day for Lowe’s. As shown in the **Attachment D**, ample parking is available.

PARKING REQUIREMENTS WITH FOOD USE

The question to be answered by this analysis: what is the required parking if the southwest retail pad with the vacant suite of 1,352 sf would contain a food use? As shown in **Table 1**, there is sufficient parking within the overall center to allow 1,352 sf of food use within the southwest retail pad. With this food use, the center has a calculated surplus of 20 spaces.

Table 1: Lowe’s Center Parking Requirements with 1,352 sf of Food Use

Scenario	Project Size	Gross Floor Area per Parking Space	Required Parking Spaces
<u>Local Calculated Rates applied to Lowe's Project and City rates for Retail Pads</u>			
Lowe's with Garden Center (Saturday Calculated Rate)	169,112 SF	329 SF/Space	514 Spaces
Fast Food with drive-thru SE Retail Pad (City Rate)	2,700 SF	na na	20 Spaces
Retail SW Retail Pad (City Rate)	2,190 SF	250 SF/Space	9 Spaces
Food SW Retail Pad (City Rate)	1,352 SF	100 SF/Space	14 Spaces
Bank SW Retail pad (City Rate)	4,406 SF	200 SF/Space	22 Spaces
		Required Parking	579 Spaces
		Provided Parking (as-bulit)	599 Spaces
		Parking Surplus	20 Spaces

Notes: Low e's rate calculated from a higher Saturday demand from another similar home improvement store in Escondido.

NA: Rate not applicable because City uses a fixed 20 spaces for fast food with drive-through less than 4,000 sf.

PARKING REQUIREMENTS FOR FUTURE FOOD USES

Since the uses of the southwest ancillary retail pad may change over time, an analysis was prepared to determine the highest sf of food uses without exceeding the parking requirements. Keeping the Lowe's and Panda Express uses constant, the southwest retail pad was analyzed with 5,500 sf of restaurant/food use and 2,448 sf of retail (total of 7,948 sf). As shown in **Table 2**, the aforementioned combination reaches the maximum parking requirement for the overall center.

Table 2: Lowe's Center Parking Requirements with Food and Retail Uses

Scenario	Project Size	Gross Floor Area per Parking Space	Required Parking Spaces
<u>Local Calculated Rates applied to Lowe's Project and City rates for Retail Pads</u>			
Lowe's with Garden Center (Saturday Calculated Rate)	169,112 SF	329 SF/Space	514 Spaces
Fast Food with drive-thru SE Retail Pad (City Rate)	2,700 SF	na na	20 Spaces
Food SW Retail Pad (City Rate)	5,500 SF	100 SF/Space	55 Spaces
Retail SW Retail pad (City Rate)	2,448 SF	250 SF/Space	10 Spaces
		Required Parking	599 Spaces
		Provided Parking (as-bulit)	599 Spaces
		Parking Surplus	0 Spaces

Notes: Low e's rate calculated from a higher Saturday demand from another similar home improvement store in Escondido.

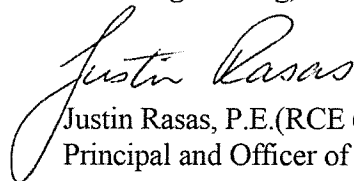
NA: Rate not applicable because City uses a fixed 20 spaces for fast food with drive-through less than 4,000 sf.

CONCLUSION

A food use in the vacant suite of 1,352 sf located in the southwest retail pad would not result in a parking deficiency; rather the overall Lowe's center is calculated to have a parking surplus of 20 spaces. If the southwest retail pad had up to 5,500 sf of food use and 2,448 sf of retail, the overall Lowe's center is calculated to be at parking capacity.

Please call me at (619) 890-1253 if you have any questions.

Sincerely,
LOS Engineering, Inc.


 Justin Rasas, P.E.(RCE 60690), PTOE
 Principal and Officer of LOS Engineering, Inc.

Attachments

ATTACHMENT A



DRAFT

6342 Ferris Square, San Diego, CA 92121
Phone 619-890-1253, Fax 619-374-7247

March 28, 2006

Mr. Jay Petrek, AICP
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

SUBJECT: Proposed W. Mission Avenue Lowe's Parking Supply and Demand Analysis

Dear Mr. Petrek:

The purpose of this letter is to document a reasonable parking rate for the proposed Lowe's project. Specifically, this letter will address the following questions for the overall Lowe's project site, which includes the ancillary commercial uses:

- 1) What is the parking requirement using City of Escondido parking rates for the project as proposed?
- 2) What is the parking requirement using an actual parking rate collected at a home improvement store within the City of Escondido?
- 3) Is there sufficient parking if 40 spaces are eliminated for temporary seasonal lot sales?

PROPOSED PROJECT AND PARKING SUPPLY

The Lowe's project is proposed with 572 parking spaces to serve 137,933 SF of Lowe's with garden center, 2,700 SF of fast food with drive-thru, and 6,600 SF of strip commercial space.

CITY OF ESCONDIDO PARKING RATES FOR THE PROPOSED PROJECT

The City of Escondido parking rates are documented in City of Escondido Zoning Code Chapter 33, Article 39, Section 33-765, which states that one (1) parking space is required for 250 square feet of general retail, one (1) per 1,000 square feet for open nurseries, and twenty (20) spaces for up to 4,000 SF of fast food with drive-thru. A copy of the City Zoning Code is included in **Attachment A**. The proposed project will require 629 parking spaces based on the aforementioned code. A parking shortage of 57 spaces would exist with the proposed supply of 572 spaces.

EXISTING HOME IMPROVEMENT SUPERSTORE PARKING RATES (LOCATED IN THE CITY OF ESCONDIDO)

The parking demand from an existing home improvement superstore with ancillary commercial space in the City of Escondido was surveyed to calculate a local parking demand rate. The Home Depot Shopping Center on the Southeast corner of Valley Parkway and Harding Street was chosen because this center is similar in size to the proposed project and has ancillary uses close to what is proposed for the Lowe's center.

The existing parking demand at the Home Depot Shopping Center on Valley Parkway was collected on Friday (3/17/06) and Saturday (3/18/06) between 11:00 AM and 3:00PM. The aforementioned days and times were chosen because Saturdays typically have peak parking demands with the peak hour around 12PM or 1PM. The data to support the peak days and times was obtained from historical Lowe's parking data prepared Kittelson & Associates, Inc (copies of the reports are included in **Attachment B**).

The existing Home Depot Shopping Center on Valley Parkway consists of a Home Depot with 139,374 SF (includes the garden center) and three ancillary pads for retail and food establishments. Pad A, with 12,400 SF, is fully occupied with a Starbucks, Cold Stone, Cingular, Quiznos Subs, Panda Express, Game Stop, and Rubios. Pad B is under construction and was not used in the demand calculations. Pad C, with 10,078 SF, is approximately 25% occupied (2,520SF) with an H&R Block and Salon & Day Spa. A total occupied commercial space of 154,294 SF was used for the total parking demand calculations and 139,374 SF was used for only the Home Depot parking demand calculations.

The existing parking demand data was collected by areas based on proximity to the Home Depot superstore or ancillary uses. A copy of the site plan showing the areas that were counted is included in **Attachment C**. The parking occupancy data showed the peak demand on Saturday from 12PM to 1PM of 385 spaces for the total Home Depot Shopping Center and 301 spaces for only the Home Depot. Copies of the parking demand data are included in **Attachment D**.

Two adjustment factors were applied to account for seasonal variation and for usable parking supply. Seasonal variation accounts for the increase or decrease in parking demand based on the time of year. Typically, commercial uses have the highest parking demands during December. However, ITE has documented that home improvement superstores have their peak parking demand in May (copy included in **Attachment E**). Since the count was conducted in March, the measured parking demand rate was adjusted by 24% in order to increase the required parking to match the peak month of May. The 24% was calculated from the ITE monthly variation where March had a factor of 96 and May had a peak factor of 119 ($119/96=24\%$ increase). The usable parking supply is taken at 95% of the physical supply to account for circulation of vehicles looking for fewer and fewer spaces. Thus, the parking rate was decreased by 5% to account for the usage parking supply. The combined reduction of 29% was applied to the calculated parking demand as shown in **Table 1**.

Table 1: Existing Home Depot Shopping Center Parking Demand Rates

Existing Home Depot Shopping Center (southeast corner of Valley Parkway and Harding Street)	Friday (3/17/06)	Saturday (3/28/06)
Total Shopping Center Parking Demand (Fri at 1PM & Sat at 12PM)	331 Spaces	385 Spaces
Total Occupied Commercial Space	154,294 SF	154,294 SF
Total Occupied GFA per parking spaces (calculated rate)	466 GFA/Space	401 GFA/Space
Home Depot Parking Demand (Fri at 1PM & Sat at 12PM)	259 Spaces	301 Spaces
Home Depot GFA (includes the garden center)	139,374 SF	139,374 SF
Home Depot parking rate	538 GFA/Space	463 GFA/Space
Adjustment for seasonal variation and effective capacity (-29%)	382 GFA/Space	329 GFA/Space

SF: Square Feet, GFA: Gross Floor Area

As shown in table 1, the higher existing parking demand for the Home Depot is on a Saturday with one (1) space needed for every 329 square feet of gross floor area (including the garden center). This rate includes adjustments for seasonable variation and usable parking supply.

LOWE'S CENTER PARKING SUPPLY USING CITY AND COLLECTED RATES

The required Lowe's center parking supply is calculated to be deficient when using the City code but is calculated to be adequate when using a site specific parking rate calculated from another home improvement superstore located in the City of Escondido. **Table 2** shows the required parking supply using the City rate and a site specific rate for the proposed project. A calculation is also included that determines how much restaurant space can be included in the ancillary retail pad before parking becomes deficient.

Table 2: Lowe's Center Parking Requirements Summary

Scenario	Project Size	Gross Floor Area per Parking Space	Required Parking Spaces	
<u>City of Escondido Parking Rates (Proposed Project)</u>				
Lowe's	137,933 SF	250 SF/Space	552	Spaces
Lowe's Garden Center	31,179 SF	1,000 SF/Space	31	Spaces
Fast Food with drive-thru	2,700 SF	na na	20	Spaces
Retail	6,600 SF	250 SF/Space	<u>26</u>	Spaces
			629	Spaces
			572	Spaces
			(57)	Spaces
<u>Local Calculated Rates applied to Lowe's</u>				
Lowe's with Garden Center (Saturday Calculated Rate)	169,112 SF	329 SF/Space	514	Spaces
Fast Food with drive-thru (City Rate)	2,700 SF	na na	20	Spaces
Retail (City Rate)	6,600 SF	250 SF/Space	<u>26</u>	Spaces
			560	Spaces
			572	Spaces
			12	Spaces
<u>Local Calculated Rates applied to modified Lowe's Project</u>				
Lowe's with Garden Center (Saturday Calculated Rate)	169,112 SF	329 SF/Space	514	Spaces
Fast Food with drive-thru (City Rate)	2,700 SF	na na	20	Spaces
Retail (City Rate)	4,600 SF	250 SF/Space	<u>18</u>	Spaces
Restaurant (City Rate)	2,000 SF	100 SF/Space	<u>20</u>	Spaces
			572	Spaces
			572	Spaces
			(0)	Spaces

TEMPORARY SEASONAL LOT SALES

The applicant requested that the parking supply calculations include the possibility of temporary seasonal lot sales, which would temporarily remove up to 40 parking spaces from the parking supply. Based on the ITE data documenting the monthly seasonal variation, only two months are calculated to have less than 40 extra parking spaces as shown in **Table 3**.

Table 3: ITE National Home Improvement Monthly Variation Data Applied to Lowe's

Month	ITE Monthly Sales Data	Percentage of Peak Month	Required Parking per Calculated Rate from Home Depot	Extra Parking (on average) from Peak Month	Notes
January	79	50.6%	514	260	
February	78	52.6%	514	270	
March	96	24.0%	514	123	Count Month
April	110	8.2%	514	42	
May	119	0.0%	514	0	Peak Month
June	113	5.3%	514	27	
July	108	10.2%	514	52	
August	105	13.3%	514	69	
September	100	19.0%	514	98	
October	106	12.3%	514	63	
November	96	24.0%	514	123	
December	91	30.8%	514	158	

Source: ITE Monthly Variation Data from ITE 3rd Edition Parking Generation.

As shown in Table 3, the months of May and June are calculated to have (on average) less than 40 extra parking spaces. It is recommended that the temporary seasonal lot sales be restricted during these months until site specific parking demand data can be collected to document actual parking reserves for temporary lot sales.

For December seasonal lot sales, there should be approximately 158 additional vacant parking spaces (on average) as compared to May. Based on the ITE seasonal data, a temporary seasonal lot sale using 40 parking spaces would not adversely impact the parking supply in December.

CONCLUSION

The proposed W. Mission Avenue Lowe's center with 572 proposed parking spaces is calculated to require 560 spaces providing a surplus of 12 spaces based on a:

- 1) Rate calculated from an actual Home Depot in the City of Escondido with data collected on a peak day of Saturday with a peak time of 12PM,
- 2) Monthly/seasonal factor that was used to adjusted the observed parking rate to match the highest demand month, and
- 3) Usable parking adjustment where only 95% of the supply was used.

A parking deficiency is calculated if the City of Escondido parking rate is applied; however, the City parking rate is a generic rate applied to almost all retail uses. Since this project is a unique

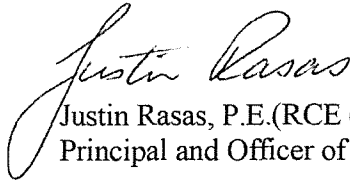
retail establishment, it is recommended that the aforementioned Home Depot specific rate be applied.

The higher Saturday calculated parking rate from an actual Home Depot in the City of Escondido is at 329 GFA/space, which is only about 12% less than the combined or averaged City rate of 290 GFA/space for Lowe's calculated by combining the main building area and garden center (250 GFA/space for the main building and 1,000 GFA/space for the garden center).

The temporary loss of 40 parking spaces due to seasonal lot sales is not calculated to adversely impact the parking supply for all but two months of the year – May and June. It is recommended that the temporary seasonal lot sales be restricted during these months until site specific parking demand data can be collected to document actual parking reserves for temporary lot sales.

Please call me at (619) 890-1253 if you have any questions.

Sincerely,
LOS Engineering, Inc.



Justin Rasas, P.E.(RCE 60690), P.T.O.E.
Principal and Officer of LOS Engineering, Inc.

Attachments

ATTACHMENT B



5114 Sea Mist Ct, San Diego, CA 92121
Phone 619-890-1253, Fax 619-374-7247

October 11, 2007

Mr. Jay Petrek, AICP
Ms. Diana Delgadillo
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

SUBJECT: W. Mission Avenue Lowe's Parking Analysis – Retail Pad Bank Option

Dear Mr. Petrek and Ms. Delgadillo:

The purpose of this letter is to document the change in parking demand and supply between the approved W. Mission Avenue at Quince Street Lowe's project and a proposed change of the ancillary retail pad from 6,600 sf to 8,000 sf. The ancillary retail pad is located on the southwest corner of the Lowe's site. Specifically, this letter will address the following questions:

- 1) What parking rates were used for the approved Lowe's project?
- 2) What parking supply was provided for the approved Lowe's project?
- 3) How many parking spaces are required for the proposed additional retail space?
- 4) Does the additional retail parking space requirement exceed the parking supply?
- 5) Will Lowe's temporary seasonal lot sales require the use of the additional retail parking?

APPROVED PROJECT AND PARKING RATES

The Lowe's project was approved with an overall total of 586 parking spaces to serve 137,933 SF of Lowe's with garden center, 2,700 SF of fast food with drive-thru, and 6,600 SF of retail space. A copy of a site plan showing the approved parking layout and tally is included in **Attachment A**. The required parking for the Lowe's portion was based on a parking rate calculated from data collected at a home improvement store within the City of Escondido and the parking for the ancillary retail elements was based on City of Escondido parking rates. A copy of the 3/28/06 parking letter report documenting the City of Escondido home improvement store parking rate is included in **Attachment B**. A breakdown and summary of the parking requirements and overall parking surplus of 26 spaces is shown in **Table 1**.

Table 1: Lowe’s Approved Project Parking Summary

Scenario	Project Size	Gross Floor Area per		Required	
		Parking Space		Parking Spaces	
Local Calculated Rates applied to original Lowe’s Project with 6,600 sf retail pad					
Lowe’s with Garden Center (Saturday Calculated Rate)	169,112 SF	329 SF/Space		514	Spaces
Fast Food with drive-thru (City Rate)	2,700 SF	na	na	20	Spaces
Retail (City Rate)	6,600 SF	250 SF/Space		<u>26</u>	Spaces
	Required Parking			560	Spaces
	Provided Parking			586	Spaces
	Parking Surplus			26	Spaces

Notes: Lowe’s rate calculated from a higher Saturday demand from another similar home improvement store in Escondido.

LOWE’S PROJECT ANCILLARY RETAIL PAD – BANK OPTION

The ancillary retail pad modification from 6,600 sf to 8,000 sf is proposed with a mix of 4,000 sf of bank use and 4,000 sf of retail use. The required parking for the bank use is 20 spaces (based on a City rate of 1 space/200sf) and the required parking for the retail use is 16 spaces (based on a City rate of 1 space/250 sf), which are summarized in **Table 2**.

Table 2: Lowe’s Proposed Ancillary Pad – Bank Option

Scenario	Project Size	Gross Floor Area per		Required	
		Parking Space		Parking Spaces	
Local Calculated Rates applied to Lowe’s Project with 8,000 sf retail pad (4k Bank & 4k retail)					
Lowe’s with Garden Center (Saturday Calculated Rate)	169,112 SF	329 SF/Space		514	Spaces
Fast Food with drive-thru (City Rate)	2,700 SF	na	na	20	Spaces
Retail (City Rate)	4,000 SF	250 SF/Space		16	Spaces
Bank (City Rate)	4,000 SF	200 SF/Space		<u>20</u>	Spaces
	Required Parking			570	Spaces
	Provided Parking			586	Spaces
	Parking Surplus			16	Spaces

Notes: Lowe’s rate calculated from a higher Saturday demand from another similar home improvement store in Escondido.

As shown in Table 2, the proposed retail pad expansion to 8,000 sf (4,000 sf of bank and 4,000 sf of retail) does not exceed the overall available parking supply and a surplus of 16 parking spaces is maintained.

LOWE’S TEMPORARY SEASONAL LOT SALES

As part of the 3/28/06 Lowe’s parking letter report, an analysis was prepared to determine if temporary seasonal lots sales (occupying up to 40 parking spaces) would exceed the Lowe’s parking supply (514 spaces of the total 586 spaces). The 3/28/06 Lowe’s parking letter documented that the temporary seasonal lot sales would exceed the available parking supply only during the months of May (peak month requiring 514 spaces for Lowe’s with 514 spaces provided) and June (second highest month requiring 487 spaces for Lowe’s). Therefore, the report recommended that temporary seasonal lot sales be restricted during these months until site specific parking demand data can be collected to document actual parking reserves during those months. Since the temporary seasonal lot sales analysis was based on only the 514 Lowe’s parking spaces, the ancillary parking requirement is not affected.

CONCLUSION

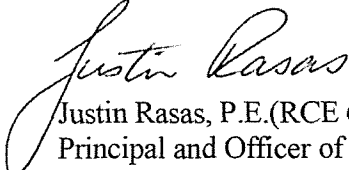
The proposed ancillary retail pad modification from 6,600 sf to 8,000 sf within the Lowe's center is calculated to not exceed the parking supply and maintains an overall parking surplus of 16 spaces. In summary,

- 1) The Lowe's project was approved using a parking rate calculated from a similar home improvement store located in Escondido and City rates for the ancillary uses. The Escondido site specific home improvement store parking rate of 1 space per 329 sf was used for the Lowe's. The ancillary parking rates were 1 space per 250 sf for retail and 20 spaces for a single fast food restaurant with drive-thru.
- 2) A parking supply of 586 spaces was provided for the overall Lowe's project where a parking demand of 560 spaces was calculated. An overall parking surplus of 26 spaces was calculated.
- 3) The ancillary retail pad increase from 6,600 sf to 8,000 sf with specific uses was calculated to require 10 additional parking spaces.
- 4) The additional retail parking requirement does not exceed the parking supply. The new overall parking demand is 570 spaces with 586 provided. A parking surplus of 16 spaces is calculated for the overall site.
- 5) The Lowe's temporary seasonal lot sales analysis was based on only using the 514 Lowe's parking spaces. Therefore, the ancillary parking requirements are not affected by the Lowe's temporary seasonal lot sales.

At the request of City staff, the applicant agrees that retail uses on the 8,000 sf retail pad will not exceed the City parking requirements of 1 space per 200 sf for half (4,000 sf) of the retail pad and 1 space per 250 sf for the remaining half (4,000 sf) of the retail pad.

Please call me at (619) 890-1253 if you have any questions.

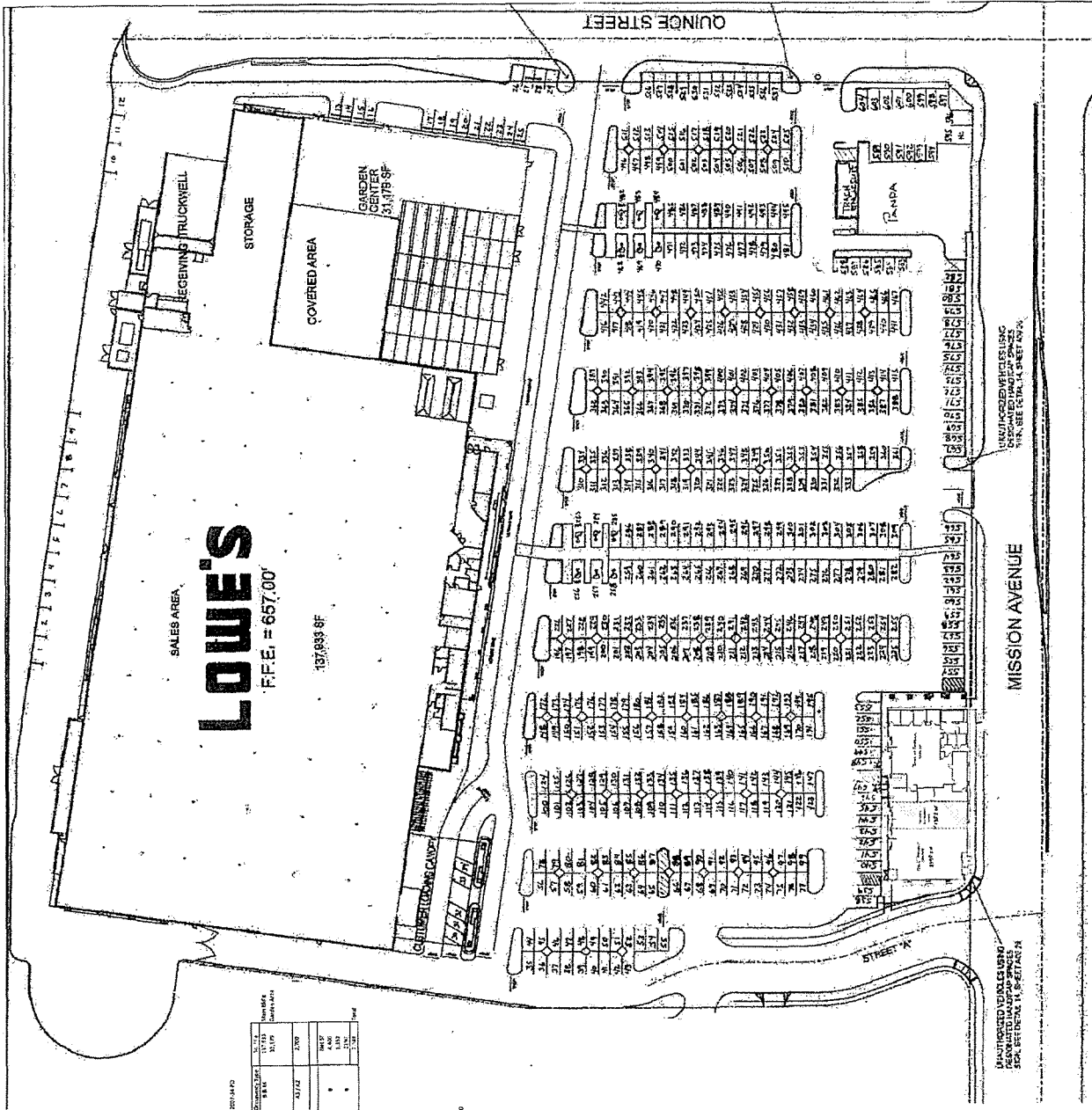
Sincerely,
LOS Engineering, Inc.



Justin Rasas, P.E.(RCE 60690), PTOE
Principal and Officer of LOS Engineering, Inc.

Attachments

ATTACHMENT C



SITE PLAN

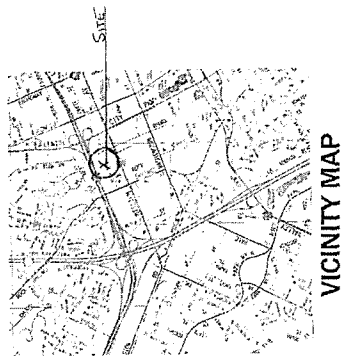
DATE: 11/19/04

Address	Area	City	County	Parcel No.	Area	Owner
137893 SF	137,893	San Jose	San Jose	137893	27,000	Lowes Home Improvement Center
137893 SF	137,893	San Jose	San Jose	137893	27,000	Lowes Home Improvement Center
137893 SF	137,893	San Jose	San Jose	137893	27,000	Lowes Home Improvement Center

11827 El Camino Real, Suite 200
 San Diego, CA 92120
 619-594-1414

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 San Diego, CA 92120
 619-594-1414

11827 El Camino Real, Suite 200
 San Diego, CA 92120
 619-594-1414



ATTACHMENT D





ORDINANCE NO. 2014-18

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A MODIFICATION TO A
MASTER DEVELOPMENT PLAN FOR THE
LOWE'S COMMERCIAL CENTER

Applicant: David Swanson, SGC Construction
Case No.: PHG 14-0012
Site Address: 600-644 W. Mission Avenue

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

SECTION 1. That Preliminary, Master and Precise Development Plans for the
existing Lowe's Commercial Center were approved by the City Council on April 5, 2006.

SECTION 2. That the previously approved uses for the 8,400 SF freestanding
commercial/retail building in the commercial center expressly prohibit restaurants based
on the higher parking standard for restaurants.

SECTION 3. That the Planning Commission reviewed the proposed
modification on October 14, 2014, and voted unanimously to recommend approval of
the proposal to allow restaurants in the freestanding commercial building provided
adequate parking is available based on City parking standards.

SECTION 4. That proper notice of a public hearing has been given and a
public hearing has been held before the City Council on this issue and that the City
Council has considered the proposal, the staff report, the Notice of Exemption, and any
public testimony presented at the hearing.

SECTION 5. That the City Council has reviewed and considered the Notice of Exemption prepared for the project, as well as materials submitted at the City Council hearing, and has determined that it adequately addresses all the environmental issues associated with the project.

SECTION 6. That upon consideration of the staff report, the Findings of Fact, attached as Exhibit "A" to this Ordinance and incorporated by this reference, and all public testimony presented at the hearing held on this project, and all other oral and written evidence on this project, this City Council finds the proposed modifications to be consistent with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 7. That the City Council desires at this time and deems it to be in the best public interest to approve the modification of the Master Development Plan for the Lowe's Commercial Center Centre as shown on the plans and detailed in the staff report and subject to the Conditions of Approval, attached as Exhibit "B" to this Ordinance and legally described in Exhibit "C," both of which are incorporated by this reference, to allow restaurant uses to be established in the 8,400 SF freestanding commercial building based on the availability of sufficient on-site parking.

SECTION 8. 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 9. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. 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 County and circulated in the City of Escondido.

EXHIBIT "A"
FINDINGS OF FACT
PHG 14-0012

Master Plan

1. Granting the modification to modify the conditions of approval to allow a restaurant to be established in the freestanding, multi-tenant retail building located in the southwestern corner of the site would be in conformance with the City's General Plan land-use designation of Planned Commercial, which permits a wide variety of commercial uses within the master planned commercial centers. The proposed modification would not diminish the Quality-of-Life Standards of the General Plan as the proposal would not materially degrade the level of service on adjacent streets or public facilities, create excessive noise, and adequate on-site parking, circulation and public services are provided to the site.
2. The proposed location of the commercial shopping center is well integrated with its surroundings and the proposal to permit restaurant uses in the commercial/retail building would not result in a substantial alteration of the present or planned land use since the property is occupied by other commercial businesses including a freestanding restaurant that would not be affected by the proposed change.
3. The commercial center is adequately served by existing public facilities since sewer and water service is available from existing mains in the adjacent streets or easements, and the proposal would not adversely impact these facilities nor require significant upgrades to the existing infrastructure.
4. The overall design of the shopping center is conducive to additional restaurant uses with convenient parking located in front of the tenant spaces and produces an attractive, efficient and stable environment for shopping or working. The design of the project would be unchanged and would remain consistent with the previously approved Master Plan. The proposal has been considered in relationship to its effect on the community, and the request would be in compliance with the General Plan Policies and would not result in a negative impact to adjacent neighborhood for the reasons stated above and detailed in the Planning Commission staff report.
5. The proposal is exempt from the requirements of the California Environmental Quality Act (CEQA) in conformance with Section 15301, "Existing Facilities" and a Notice of Exemption was prepared for the proposed project. In staff's opinion, the request does not have the potential for causing a significant effect on the environment due to the continued conformance with the commercial zoning designation and standards established for the site.

EXHIBIT "B"
CONDITIONS OF APPROVAL
PHG 14-0012

Planning Division Conditions

1. All conditions of the previous Master and Precise Development Plans (2005-58-PD, 2006-54-PD and 2007-34-PD) for the Lowe's shopping center shall remain in full force and effect unless specifically modified herein.
2. This modification to the Master Development Plans noted above for the Lowe's shopping center is limited to the parking requirement for the 8,400 SF commercial/retail building located in the southwestern corner of the site. The Master Plan conditions of approval are hereby modified to allow restaurant uses in the 8,400 SF commercial/retail building provided adequate parking is available in the shopping center parking lot based on a calculation that utilizes the Master Plan parking ratio for the Lowe's building and Escondido Zoning Code parking ratios for all existing and proposed uses in the commercial/retail building.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.

EXHIBIT "C"
LEGAL DESCRIPTION
PHG 14-0012

Ordinance No. 2014-18
Exhibit C
Page 1 of 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN 228-230-27 AND PORTION 228-230-42)

A PORTION OF PARCEL "B" OF PARCEL MAP NO. 1596, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BEING A DIVISION OF A PORTION OF THE EAST HALF OF LOT 3 AND LOT 6, BLOCK 158 OF RANCHO DEL DIABLO, ACCORDING TO MAP THEREOF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, TOGETHER WITH THAT PORTION OF LOT 5, BLOCK 158 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THE MOST SOUTHEASTERLY CORNER OF SAID LOT 5; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5 SOUTH 70°09'54" WEST A DISTANCE OF 0.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 70°09'54" WEST A DISTANCE OF 686.40 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED MAY 31, 2006 AS FILE NO. 2006-0384668, OFFICIAL RECORDS; THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID EASTERLY BOUNDARY OF SAID PARCEL "A" NORTH 11°51'26" WEST A DISTANCE OF 1.94 FEET; THENCE NORTH 19°49'52" WEST A DISTANCE OF 132.50 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 11, 1970 AS FILE NO. 209844, OFFICIAL RECORDS; THENCE EASTERLY ALONG SAID SOUTHERLY BOUNDARY LINE AND THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 8, 1971 AS FILE NO. 42681, OFFICIAL RECORDS NORTH 70°28'42" EAST 159.70 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DIRECTOR'S DEED RECORDED APRIL 1, 1965 AS FILE NO. 57907, OFFICIAL RECORDS; THENCE EASTERLY ALONG SAID NORTHERLY LINE NORTH 75°33'28" EAST A DISTANCE OF 56.31 FEET; THENCE NORTH 78°15'25" EAST A DISTANCE OF 475.54 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID EAST BOUNDARY LINE, SOUTH 19°50'42" EAST A DISTANCE OF 24.44 FEET TO THE BEGINNING OF A NON-TANGENT 38.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID CURVE BEARS NORTH 80°07'04" WEST SAID POINT BEING ON THE WEST LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF ESCONDIDO RECORDED MAY 11, 1965 AS FILE NO. 84170, OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°02'50" A DISTANCE OF 38.50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN 228-230-39 AND 40 AND PORTION 228-230-42)

A PORTION OF PARCEL "B" OF PARCEL MAP NO. 1596, IN THE CITY OF ESCONDIDO COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BEING A DIVISION OF A PORTION OF THE EAST HALF OF LOT 3 AND LOT 6, BLOCK 158 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER TOGETHER WITH A PORTION OF LOT 4, BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 4 SOUTH 19°50'42" EAST A DISTANCE OF 589.03 FEET TO THE NORTHERLY RIGHT OF WAY OF MISSION AVENUE AND THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°01'04" A DISTANCE OF 31.42 FEET; THENCE SOUTH 70°10'22" WEST A DISTANCE OF 607.32 FEET TO THE WEST LINE OF SAID LOT 4 AND THE EAST LINE OF PARCEL MAP NO. 293, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 23, 1970; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 4 AND SAID EAST LINE OF PARCEL MAP NO. 293, NORTH 19°49'23" WEST A DISTANCE OF 191.04 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL MAP NO. 293, SOUTH 70°10'22" WEST A DISTANCE OF 121.68 FEET TO THE BEGINNING OF A NON-TANGENT 45.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID CURVE BEARS NORTH 84°33'18" WEST; SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED MAY 31, 2006 AS FILE NO. 2006-0384668, OF OFFICIAL RECORDS; THENCE LEAVING SAID NORTH LINE OF SAID PARCEL MAP 293, ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "A", NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°23'16" A DISTANCE OF 41.93 FEET; THENCE NORTH 57°33'18" WEST A DISTANCE OF 10.61 FEET; THENCE NORTH 19°49'52" WEST A DISTANCE OF 123.18 FEET; THENCE NORTH 11°51'26" WEST A DISTANCE OF 263.97 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE EASTERLY ALONG SAID NORTH LINE, NORTH 70°09'54" EAST A DISTANCE OF 686.85 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS PURSUANT AND SUBJECT TO THE TERMS OF ARTICLE II OF THAT CERTAIN "EASEMENTS COVENANTS, CONDITIONS AND RESTRICTIONS BY AND BETWEEN LOWE'S HIW, INC. AND SUNSET CENTER I, LP" RECORDED JULY 27, 2006 AS FILE NO. 2006-0531559 AND SEPTEMBER 19, 2006 AS FILE NO. 2006-0665236, BOTH OF OFFICIAL RECORDS.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 24

Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services

SUBJECT: Capital Improvement Program and Housing-Related Park Program Funds Budget Adjustments for James Stone Pool and Washington Park Tennis Courts Rehabilitation Project

RECOMMENDATION:

It is requested that Council approve reallocating \$26,715 from the 11th Avenue Capital Improvement Program (CIP) budget and reallocating \$10,000 from the Housing-Related Park (HRP) program funds - Washington Park Tennis Court Rehabilitation project - to the James Stone Pool Improvement project for the purposes of rebuilding the pool facility as well as reallocating \$50,000 from the 11th Avenue Park Project CIP budget to the Washington Park Tennis Court Rehabilitation project.

FISCAL ANALYSIS:

The requested reallocation of CIP and HRP funds (\$36,715), together with newly proposed 2013 HRP grant money (\$548,600) (see Agenda Item No. 8), in addition to the pre-budgeted CIP/HRP monies (\$309,000), will provide up to \$894,315 to be used to build a new aquatic pool and facility. The requested reallocation of \$50,000 from the 11th Avenue Park Project CIP budget to the Washington Park Tennis Court Rehabilitation project will provide sufficient funds to complete the entire rehabilitation of the tennis courts.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding the Neighborhood Improvement Plan relative to the James Stone Pool improvements and expansion element.

PREVIOUS ACTION:

In June 2013 City Council approved \$76,715 in the CIP budget to construct a new park at the corner of 11th Avenue and Del Dios Highway. At the October 3, 2012, City Council meeting, Council approved HRP grant monies in the amounts of \$10,000 to fund the rehabilitation of the Washington Park Tennis Courts. Currently, there is \$309,000 of CIP and HRP funds allocated to expand the existing James Stone Pool deck and to make pool repairs.

BACKGROUND:

The James Stone Pool was built in the early 1980's and is at least 30 years old. Originally \$319,000 of CIP and HRP program funds were allocated to repair identified substandard conditions of the James Stone Pool; to fund the expansion of the deck area as well as to purchase new fencing, a storage shed, bleachers, and a shade structure. Before initiating repairs, in spring 2013, a swimming pool audit of the James Stone Pool was conducted by pool consultant Counsilman-Hunsaker at a cost of \$10,000. According to the consultant's report, while improvements to the pool have been made through the years, at its age, the James Stone Pool has reached the point where its mechanical equipment and supporting buildings are obsolete and must be replaced. Further, the aquatic facility bathhouse does not meet Americans with Disabilities Act (ADA) requirements and the pool and its equipment are not within Uniform Building Code compliance. Although the report summarizes the repairs for the pool, equipment, and the facility from \$1,300,000 (for required repairs) to \$1,700,000 (to include recommended upgrades), the overall assessment of the James Stone Pool facility is that "The pool equipment, and associated building, have exceeded their effective life. As with other pools built in the 1980's, it faces physical obsolescence. The pool and mechanical system at the facility have significant issues that must be addressed immediately."

In addition to using the pool for community Open Swim, the James Stone Pool facility is used for a variety of revenue-producing rentals including, not limited to, swim lessons, local high school physical education classes, water polo competitions and regional swim club meets. The City of Escondido's goal is to provide a safe, sanitary, and inviting environment for the community and pool users and have made this a City Council Action Plan priority.

Since the James Stone Pool is part of the Grape Day Park, the issues of the aquatic facility's size, condition, and location were raised by the community at the Grape Day Park Master Plan Community Workshops, resulting in further discussion with City staff from the Public Works and Engineering and Planning departments. In addition, the consultant for the Grape Day Park Master Plan hired a pool consultant, Aquatic Design Group, to review the Counsilman-Hunsaker report and to make further comment. The Aquatic Design Group consultant's recommendation is to "...demolish everything existing and replacing with new," the cost of which would total \$1,950,000, not including site work, lighting, landscaping and other soft costs. According to the City Engineering department, the total cost for a new aquatic facility would be in the \$3,000,000 to \$4,000,000 range. The Master Plan proposes to move the location of the pool facility closer to the Boys and Girls Club, which will allow the pool to be incorporated into Grape Day Park instead of standing alone in the parking lot where it is currently located.

Further explanation of the reallocation of CIP and HRP funds are as follows:

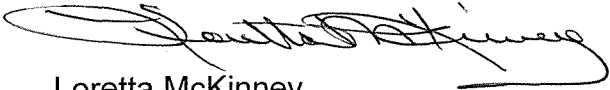
- The \$76,715 of CIP money budgeted for the 11th Avenue Park site would be reallocated to two projects: \$50,000 to the Washington Park Tennis Courts Rehabilitation project and \$26,715 to the James Stone Pool Improvement project.

- The 2011 HRP grant funds of \$10,000 budgeted to the Washington Park Tennis Courts Rehabilitation project is not sufficient to complete the project and would be reallocated to the James Stone Pool Improvement project. The requested reallocation of \$50,000 is sufficient to complete the tennis court rehabilitation project.

With this request to reallocate funds, the goal is to establish a project with funding that can be used to initiate the design development process as well as seek community partners who are willing to contribute the remaining funds to build the new James Stone Pool facility.

This request provides Council with the option of using existing allocated funds to meet a few of the improvements to the existing pool; to use the existing and reallocated funds to meet additional improvements to the existing pool; or instead of spending the funds on an obsolete structure, to use the existing and reallocated funds to fund a new and much needed James Stone Pool facility.

Respectfully submitted,



Loretta McKinney
Director of Library and Community Services



❖ **Financial Report for the Quarter Ending June 30, 2014**

- No materials available at this time



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ file No. _____

Ord No. _____

Agenda Item No.: 26
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Debra Lundy, Real Property Manager
SUBJECT: Disposition of Property: 1201 East Washington Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-170 authorizing the Real Property Manager and City Clerk to execute a purchase agreement and escrow documents necessary to complete the sale of 1201 East Washington Avenue to Paseo Escondido, LLC.

FISCAL ANALYSIS:

Sales proceed in the amount of \$3.4 million, less closing costs, will be deposited into the Water Utility Fund.

PREVIOUS ACTION:

N/A

BACKGROUND:

The City of Escondido acquired this 4.57 acre parcel as part of the acquisition of the former Mutual Water Company's assets. The site improvements were demolished in approximately 2006 and the site has been vacant since that time. A Request for Proposals issued in 2007 yielded proposed uses and terms that were deemed unfavorable to the City and were rejected by the City Council at that time. When the market declined shortly thereafter, the City held this property for more favorable market conditions.

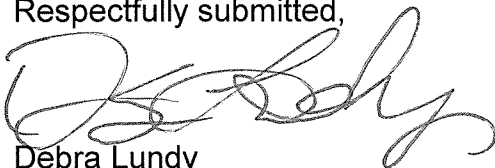
The City received an unsolicited offer from Paseo Escondido, LLC to develop the property with a specifically defined project, and that offer is the basis for the proposed Purchase Agreement. The proposed Agreement is for an all-cash purchase price of \$3.4 million dollars, but as noted below, the purchase of the property cannot be completed until the Developer obtains necessary building permits, and with the Developer responsible for paying all costs of securing entitlements, constructing on & offsite improvements and project development. Once these events occur, the purchase price will be paid and title will pass to the purchaser. The City's broker opinion of value confirmed that the \$3.4 million dollar offer is a reflection of market value for this property, in particular given the level of public improvements that will be required.

The General Plan designation for the site is General Commercial (GC), and the site falls within the Mixed-Use Overlay area of the East Valley Parkway Target Area. Guiding principles for this overlay area encourage smart growth development including residential uses with increased building heights and intensities, increased opportunities for employment, and enhanced aesthetics. The site is zoned for general commercial use. The proposed development consists of approximately 182 active senior living apartments and approximately 20,000 square feet of commercial space, together with the needed public improvements ("Project"). The anticipated Project would be processed as a Planned Development, subject to future environmental review and public hearings.

The proposed Purchase Agreement allows for a ninety (90) day feasibility period upon payment of a \$34,000 earnest money deposit. Upon satisfaction or waiver of the feasibility condition, the initial deposit is released to the City and a second deposit of \$34,000 will be deposited into escrow. The second deposit becomes refundable only in the event the Developer is unable to secure entitlements for the proposed Project. Both deposits are applicable to the purchase price. The Developer will use its best efforts to process and obtain the City's approval of the entitlements as soon as possible, however, the proposed Purchase Agreement has no bearing on the City Council or Planning Commission's sole and absolute discretion to disapprove, modify or take any action regarding an application or request for any of the entitlements related to the proposed development Project.

Escrow will close no later than forty five (45) days following issuance of City building permits.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Debra Lundy', written in a cursive style.

Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-170

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, A PURCHASE AGREEMENT AND NECESSARY ESCROW DOCUMENTS FOR THE SALE OF 1201 EAST WASHINGTON AVENUE TO PASEO ESCONDIDO, LLC

WHEREAS, the City owns certain real property, addressed as 1201 East Washington Avenue, which is an unimproved 4.57 acre parcel located on the corner of Washington Avenue and Ash Street in Escondido (the "Property"); and

WHEREAS, the City received an unsolicited offer from Paseo Escondido, LLC (the "Buyer") to purchase the Property for \$3.4 million dollars and develop the site as a mixed-use project in conformance with the City's General Plan and East Valley Parkway Target Area land use designations; and

WHEREAS, the City's broker prepared an Opinion of Value confirming the offer of \$3.4 million dollars represents fair market value; and

WHEREAS, the intended purpose of the Buyer's purchase is for the development of approximately 182 active senior living apartments, and approximately 20,000 square feet of commercial space, together with all the needed public improvements (the "Project"); and

WHEREAS, the parties acknowledge that the entitlements for the proposed Project involve a need for staff and the City Council to act in the public interest and

according to applicable legal requirements without regard to the Purchase Agreement;
and

WHEREAS, the City wishes to sell the Property for \$3.4 million dollars and to enter into escrow with the Buyer under the terms and conditions stated in the Purchase Agreement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer.

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 Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Purchase Agreement and Escrow Instructions attached to this Resolution as Exhibit "1" and incorporated by this reference, and all necessary related escrow documents.

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THE CITY OF ESCONDIDO

"City"

and

PASEO ESCONDIDO, LLC

"Developer"

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into as of _____, 2014, ("Effective Date") between THE CITY OF ESCONDIDO ("City"), and PASEO ESCONDIDO, LLC, a California limited liability corporation ("Developer").

ARTICLE 1
Recitals

1.1 **The Property.** City owns vacant real property at the intersection of Washington and Ash Streets, addressed as 1201 E. Washington Avenue, Escondido, CA 92025, assessor's parcel number 230-141-01 (the "Property"). The Property was formerly occupied by City water and public works facilities which have since been demolished.

1.2 **Purchase and Sale.** Developer desires to purchase the Property for the sole purpose of developing approximately 182 active senior living apartments, and approximately 20,000 square feet of commercial space, together with all needed public improvements, on the terms and conditions set forth below.

ARTICLE 2
Definitions

Unless the content otherwise indicates, the following shall have the meanings as set forth in this Article:

2.1 **"Acceptance of this Agreement"** means the date first set forth above, whether or not this Agreement is actually signed by the parties on an earlier or later date.

2.2 **"Affiliate"** means entities controlling the Developer, controlled by the Developer or under common control with the Developer. "Control" in this context refers to ownership of more than 51% of the entity.

2.3 **"Cash"** means (i) currency, (ii) a check or checks currently dated, payable to Escrow Holder or order and honored upon presentation for payment, or (iii) funds wire-transferred or otherwise deposited into Escrow Holder's account at Escrow Holder's direction.

2.4 **"City"** means the City of Escondido, California.

2.5 **"Close of Escrow"** means the date the City's Grant Deed is filed for record.

2.6 **"Closing Date"** shall be the date scheduled for Close of Escrow, and unless otherwise agreed to in writing by City and Developer or as otherwise set forth in this Agreement, the Closing Date shall be no later than forty five (45) days following any City issuance of building permits described in Section 4.3 below.

2.7 **"County"** means the County of San Diego, State of California.

2.8 **"Deposit"** means the **SIXTY EIGHT THOUSAND DOLLARS (\$68,000)** deposit to be made by Developer in accordance with Section 3.1 below.

2.9 **"Due Diligence Materials"** shall mean those materials specifically described in **Exhibit B** attached hereto.

2.10 **"Entitlements"** shall mean all necessary City, State, Federal or other governmental approvals including but not limited to a planned development, building permits, CEQA determinations, etc.

2.11 **"Escrow Holder"** means Lawyers Title Insurance Company, 589 Copley Drive, San Diego, California.

2.12 **"Feasibility Period"** means the period commencing upon the Effective Date of this Agreement and expiring ninety (90) days thereafter.

2.13 **"General and special real estate taxes"** means all non-delinquent taxes and charges of the type customarily evidenced by a secured tax bill issued by the Tax Collector of the County, including, but not limited to, amounts allocated to (i) County or City general governmental purposes, (ii) bonded indebtedness of the County or City, (iii) bonded or other indebtedness and operating expenses of any school, college, sewer, water, irrigation, hospital, library, utility, county service, community facilities district or other district, and (iv) any other lawful purpose. The parties acknowledge that prior to the Close of Escrow the Property may not be subject to general and special real estate taxes because the Property is owned by a public entity, but such fact shall not be construed to release or relieve Developer from the obligation to assume responsibility for general and special real estate taxes as of the Close of Escrow.

2.14 **"Grant Deed"** means the grant deed recorded by the City transferring ownership to the Developer.

2.15 **"Opening of Escrow"** means the date of, and act of, Escrow Holder signing the "Consent of Escrow Holder" attached to this Agreement, as **Exhibit C**. The receipt by Escrow Holder of this fully executed Purchase Agreement and the Deposit.

2.16 **"Property"** means the land described in Section 1.1 and legally described on **Exhibit A**.

2.17 **"Purchase Price"** means the purchase price for the Property described in Section 3.2 below.

2.18 **"Title Insurer"** means Lawyers Title Insurance Company, 589 Copley Drive, San Diego, California 92111.

ARTICLE 3 Purchase Price

3.1 **Deposit.** Concurrently with the opening of escrow, Developer shall deliver to Escrow Holder an initial deposit sum of THIRTY FOUR THOUSAND DOLLARS (\$34,000), which shall be held by Escrow Holder until the expiration of the Feasibility Period, at which time it shall be delivered to City. At the expiration of the Feasibility Period, Developer shall deposit the remaining sum of the Deposit of THIRTY FOUR THOUSAND DOLLARS (\$34,000). Collectively, the first and second deposits make up the entire Deposit.

Developer shall execute and deliver to Escrow Holder such instructions as may be requested by Escrow Holder to cause the Deposit to be released to City in a timely manner. The Deposit shall be credited to the Purchase Price upon Close of Escrow. If either Party terminates this Agreement prior to the expiration of the Feasibility Period, then the Deposit shall be returned to Developer. Escrow shall be opened by the parties within five (5) days of the Acceptance of this Agreement.

3.2 **Purchase Price.** City agrees to sell and Developer agrees to buy the Property for the Purchase Price of **THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000.00)**.

3.3 **Payment of Purchase Price.** Developer shall deposit with Escrow Holder in Cash, at least one business day before the Closing Date, the Purchase Price, less the amount of the deposit.

ARTICLE 4 Conditions Precedent

4.1 **Feasibility Condition Precedent In Favor of Developer.** Developer's obligation to purchase the Property is subject to Developer approving, in Developer's sole discretion, the condition of the Property and all matters relating thereto and the feasibility of using the Property for Developer's purposes. Such condition is referred to herein as the "Feasibility Condition." Unless this Agreement is earlier terminated, Developer shall have until the expiration of the Feasibility Period to conduct and approve all of its investigations and studies, including, but not limited to: investigating the feasibility of operating Developer's proposed project; the probability of obtaining any necessary conditional use or other permits; the Title Report described in Article 7.1 below; the suitability of the site for Developer's use; the environmental condition of the Property and surrounding properties; federal, state, County and City fees, policies and regulations; planning, zoning and other land use considerations and requirements; economic feasibility studies and all related matters.

4.2 **Satisfaction or Waiver of Feasibility Condition.** If Developer disapproves any matter relating to the Property, Developer's sole recourse shall be to terminate this

Agreement by delivery of written notice thereof to City and Escrow Holder before the expiration of the Feasibility Period. If, for any reason, Developer fails to deliver, within the Feasibility Period, written notice to City and Escrow Holder of Developer's election to terminate this Agreement, then such failure shall constitute Developer's waiver or approval of the Feasibility Condition and Developer shall be obligated to proceed with obtaining Entitlements and the purchase of the Property. Should this Agreement be terminated by Developer as a result of Developer's disapproval of the condition of the Property, then Developer and City shall each execute escrow cancellation instructions whereby Developer and City terminate this Agreement and release one another, the Property and Escrow Holder from any obligations under this Agreement with respect to the Property, except those indemnity and corrective obligations of Developer relating to Developer's inspection of the Property and any other agreements expressly intended to survive such termination. If Developer terminates this Agreement prior to the expiration of the Feasibility Period, Developer's Deposit shall be promptly returned to Developer following the execution of the escrow cancellation instructions described above and the return by Developer to City of the Due Diligence Materials (if requested).

4.3 Entitlements. Developer will submit to the City certain applications for the Property to permit the construction and operation of the Project as more fully depicted on **Exhibit D**. Developer agrees to use its best efforts to process and obtain the City's approval of the Entitlements as soon as possible. Nothing in this Agreement shall be construed to require the City to approve such Entitlements. If, despite Developer's best efforts, the Entitlements are not approved by the City at least five (5) business days before the Closing Date, then Developer shall have the right to terminate this Agreement by delivery of written notice thereof to City on or before the date which is two (2) business days prior to the Closing Date. Should this Agreement be terminated as a result of Developer's failure to obtain approval of the Entitlements, then Developer and City shall each execute escrow cancellation instructions whereby Developer and City terminate this Agreement and release one another, the Property and Escrow Holder from any obligations under this Agreement with respect to the Property, except those indemnity and corrective obligations of Developer relating to Developer's inspection of the Property and any other agreements expressly intended to survive such termination. If Developer terminates this Agreement as provided herein, Developer's Deposit shall be promptly returned to Developer following the execution of the escrow cancellation instructions described above and the return by Developer to City of the Due Diligence Materials.

4.4 Developer acknowledges that the Entitlements involve the need for staff and the City Council to act in the public interest and according to applicable legal requirements without regard for this Agreement. Nothing in this Agreement shall in any manner affect the City Council or Planning Commission's sole and absolute discretion to disapprove, modify, or otherwise take any action regarding an application or request for any of the Entitlements to the extent such Entitlement is considered by either the City Council or the Planning Commission.

ARTICLE 5
Right to Enter onto the Property

5.1 **Limit on Escrow Holder's Responsibility.** Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

5.2 **Right to Enter the Property.** Developer and its employees, agents and independent contractors may, prior to the Close of Escrow, reasonably go upon the Property to, at Developer's sole cost, inspect, survey and test the Property and other similarly related activities. Developer will indemnify, defend and hold City and the Property harmless from any claim, loss, cost, damage, liability, lien, action or judgment (including, without limitation, City's reasonable attorneys' fees and court costs) arising in connection with the acts or omissions of Developer or any its employees, agents or independent contractors. Termination of this Agreement will not terminate Developer's obligations hereunder. Should Developer's right to purchase the Property terminate, Developer will, immediately after such termination, at Developer's sole cost, return the Property to its physical condition immediately before such damage or as close thereto as reasonably possible. Developer agrees to give City at least five (5) business days prior written notice before entering the Property when the purpose of such entry is to conduct an environmental or hazardous materials survey or study. Developer shall not conduct any borings or other invasive testing on or about the Property without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Developer shall provide City with copies of all tests and reports received by Developer in connection therewith and Developer shall return the Property to its former condition at the conclusion of such tests and borings.

5.3 **Insurance.** Developer must have insurance in the following amounts prior to entry on the Property and at all times until Close of Escrow:

- (i) General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and
- (ii) Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and
- (iii) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

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.

Buyer agrees to deposit with City, prior to entry to the Site, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance

provisions of the Feasibility Period and to keep such insurance in effect during the entire Feasibility Period. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to entry. Buyer will also deposit with the City prior to entry, an Additional Insured Endorsement naming City specifically and separately as a "additional insured," with the exception of the worker's compensation policy.

In the event that Developer needs to enter the Property for reasons unrelated to the inspection, survey, testing or similar activity, then Developer shall increase the General Liability Insurance to \$3 million, combined single limit coverage per occurrence for bodily injury and property damage.

ARTICLE 6

Deliveries to Escrow Holder

6.1 **Generally.** Each party will deliver to Escrow Holder in a timely manner those documents, funds and other items required to close escrow by the Closing Date.

6.2 **Due Diligence Materials.** Within five (5) business days of the Opening of Escrow, City shall deliver to Developer those certain documents and materials, if any, shown on **Exhibit B** attached hereto. Developer acknowledges and agrees that such Due Diligence Materials have been prepared by third parties or are based on information provided by third parties, and City does not warrant the accuracy or completeness of such information contained therein. If this Agreement is terminated for any reason, Developer shall return all Due Diligence Materials, and any copies thereof, to City.

ARTICLE 7

Title Policy

7.1 **Developer's Title Policy.** As a condition to Developer's obligation to close the escrow, the Title Insurer shall, at the Close of Escrow, provide to Developer, or commit to provide to Developer following the Close of Escrow, at City's expense, a CLTA Standard Owners Policy of Title Insurance, or its general equivalent (the "Title Policy"), with liability in the amount of the Purchase Price, insuring that fee title to the Property vests in Developer subject only to:

(a) All standard exceptions and exclusions from coverage set forth in the Title Policy.

(b) All of the scheduled exceptions set forth in Title Insurer's preliminary title report to be delivered by Title Insurer to Developer within fifteen (15) days following the Opening of Escrow (the "Title Report") excluding only any mortgages and deeds of trust encumbering the Property and listed in the Title Report, and excluding any items that City may agree in writing to remove prior to the Close of Escrow. Developer

acknowledges and agrees that City shall have no obligation to remove any such title exceptions (other than the mortgages and deeds of trust referred to above) and Developer's sole recourse in the event Developer disapproves any exception to title shall be to terminate this Agreement prior to the expiration of the Feasibility Period. City shall request the Title Insurer to provide to Developer copies of all available recorded exceptions to title and to plot such recorded easements as are capable of being so plotted.

- (c) General and special real estate taxes and assessments which are, as of the close of this escrow, not delinquent and supplemental taxes, if any, assessed pursuant to California REVENUE AND TAXATION CODE Section 75 and following.
- (d) The Deed of Trust.
- (e) Any lien or other encumbrance voluntarily imposed by Developer.

Close of Escrow is conditional on issuance of the Title Policy subject only to the items set forth in (a) through (e) above and Escrow Holder shall immediately report to the parties any additional title items. Any title exceptions revealed in a supplemental title report delivered to Developer following the expiration of the Feasibility Period and not set forth in (a) through (e) above (but not including zoning, governmental regulations or any governmental restrictions or conditions) which might in any manner materially adversely affect Developer's ability to use the property shall entitle Developer, as its sole remedy, the right to terminate this Agreement, provided Developer delivers written notice of such termination to City and Escrow Holder within ten (10) days of the date Developer first learns of such additional title exception(s). Failure of Developer to so deliver notice of termination within such ten (10) day period shall constitute Developer's approval of such additional exception(s) and agreement to accept title subject to such encumbrances. Developer shall not have the right to terminate this Agreement if City notifies Developer that such additional exception(s) shall be removed on or before the Close of Escrow.

7.2 ALTA Extended Policy. Developer may, at Developer's option, direct Escrow Holder to procure an ALTA owner's extended coverage policy of title insurance from Title Insurer, provided Close of Escrow would not be thereby prevented or delayed beyond the Closing Date. Developer, and not City, shall be responsible to pay any added premium or other costs of such additional coverage. Developer, and not City, shall be responsible to provide and pay the costs of any survey required for the ALTA policy or such endorsements. Developer shall have no right to condition its obligations under this Agreement on its approval of a survey following the expiration of the Feasibility Period.

ARTICLE 8
Prorations, Fees, Costs and Reimbursements

8.1 **City's Charges.** City shall pay (i) any documentary transfer tax imposed by the County, (ii) the CLTA Standard owner's title policy premium or its equivalent (but not the added premium for an extended coverage ALTA policy), (iii) one-half (1/2) of Escrow Holder's fee, and (iv) usual City's document-drafting and recording charges.

8.2 **Developer's Charges.** Developer will pay (i) one-half (2) of Escrow Holder's fee, (ii) the extra premium for any ALTA title policy or any added endorsements (ordered by Developer in the manner permitted by the terms of this Agreement) over and above that of the premium of the CLTA Standard owner's title policy or its equivalent, (iii) the premium for City's Title Policy insuring the validity and priority of the lien of the Deed of Trust, and (iv) usual Developer's document-drafting and recording charges.

ARTICLE 9
Close of Escrow or Termination of Agreement

9.1 **Close of Escrow.** Escrow Holder will close escrow by recording, at the Close of Escrow, the Grant Deed (which Grant Deed shall expressly recite that the conveyance is made subject to all encumbrances and other matters affecting title), the Deed of Trust and such other documents contemplated to be recorded hereunder at the Close of Escrow. Escrow shall close no later than the Closing Date. If Escrow Holder cannot close escrow on or before the Closing Date, it will nevertheless close this escrow when all conditions have been satisfied or waived unless, after the Closing Date and prior to the Close of Escrow, Escrow Holder receives a written notice to terminate this escrow from a party who, at the time the notice is delivered, is not in default under this Agreement. Nothing herein stated shall be deemed, however, to imply that time is not of the essence of this Agreement.

9.2 **Breach.** Time is expressly stated to be of the essence of each and every provision of this Agreement wherein time for performance is set forth. In all other respects, the parties hereto covenant to perform their obligations in an expeditious manner. Failure to comply with this provision shall be a material breach of this Agreement.

9.3 **Liquidated Damages.** DEVELOPER AND CITY AGREE THAT THE SUM REPRESENTED BY THE DEPOSIT, SIXTY EIGHT THOUSAND DOLLARS (\$68,000.00) (THE "LIQUIDATED DAMAGES AMOUNT") IS A REASONABLE ESTIMATE OF CITY'S DAMAGES IF ESCROW FAILS TO CLOSE DUE TO THE DEFAULT OF DEVELOPER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY DEVELOPER, DEVELOPER AND CITY AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH CITY MAY SUFFER. THEREFORE, DEVELOPER AND CITY HEREBY AGREE THAT A

REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT CITY WOULD SUFFER IN THE EVENT THAT DEVELOPER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AMOUNT. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS SECTION, SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY DEVELOPER OF ITS OBLIGATION TO PURCHASE THE PROPERTY. UPON SUCH DEFAULT BY DEVELOPER, CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE TERMINATED AND CITY SHALL HAVE THE RIGHT TO COLLECT SUCH LIQUIDATED DAMAGES FROM DEVELOPER AND/OR ESCROW HOLDER. IN ADDITION TO SUCH LIQUIDATED DAMAGES, CITY SHALL BE ENTITLED TO (I) ENFORCE ITS REMEDIES UNDER ANY INDEMNIFICATION CONTAINED IN THIS AGREEMENT, AND (II) COLLECT ANY ATTORNEYS' FEES OR OTHER COSTS INCURRED IN ENFORCING THE PROVISIONS OF THIS PARAGRAPH.

Developer's Initials

City's Initials

ARTICLE 10
Escrow Holder's General Provisions

The parties shall execute Escrow Holder's general escrow instructions so long as the same are consistent with this Agreement.

ARTICLE 11
Representations, Warranties
and Further Disclosures and Agreements

11.1 Limit on Escrow Holder's Responsibility. Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

11.2 Basis of Purchase. Except as set forth in this Agreement, Developer acknowledges that it is purchasing the Property in reliance solely on (i) Developer's inspection of the Property, (ii) Developer's independent verification of the truth of any documents delivered by City to Developer and statements made by City to Developer concerning the Property and its development, (iii) the opinions and advice concerning the Property and its development of consultants engaged by Developer and (iv) the covenants, representations and warranties expressly set forth in this Agreement.

11.3 "As Is" Purchase. If Developer does not elect to terminate this Agreement prior to the expiration of Developer's Feasibility Period described above, Developer will acquire the Property and all matters relating to the Property, including, without limitation, those listed below, in the present "as is" condition. The matters listed below are:

- (a) Soils, Topography, Etc. Soils and geological condition; topography, area and configuration; archeological, prehistoric and historic artifacts, remains and relics; endangered species; or the existence of any hazardous materials or substances on, in, under or about the Property.
- (b) Public Services, Etc. Availability of fire and police protection and other public services, as well as the proximity of the Property to existing and future power lines.
- (c) Districts. The status, special taxes and assessments of any and all community facility districts and assessment districts.
- (d) Planning, Zoning and Permits. Applicable planning, zoning and subdivision statutes, ordinances, regulations and permits. City has no obligation to approve or grant any applications, permits, or other approvals for Developer's intended use of the property.
- (e) Development Fees. The character and amount of any fee or charge which must be paid by Developer to further develop the Property.
- (f) Easements and Encroachments. Any easement, license or encroachment which is not a matter of public record, whether or not visible upon inspection of the Property.
- (g) Natural Hazards. The existence and effect of any natural hazards that may affect or impact the Property, including, without limitation, the location of the Property or any portion thereof in any (i) special flood hazard area designated by the Federal Emergency Management Agency, (ii) an area of potential flooding shown on an inundation map designated pursuant to Section 8589.5 of the California Government Code, (iii) a very high fire severity zone described in Section 51179 of the California Government Code, (iv) a wildland fire area referred to in Section 4136 of the California Public Resources Code, (v) an earthquake fault zone as referred to in Section 2621.9 of the California Public Resources Code, or (vi) a seismic hazard zone as referred in Section 2694 of the California Public Resources Code. Developer agrees that during the Feasibility Period Developer shall conduct its own investigation as to the existence of any such hazards and Developer hereby releases City from any liability or responsibility in connection therewith. To the extent City provides any additional written disclosure regarding any of the foregoing to Developer, such disclosure shall not constitute a warranty by City as to the accuracy or completeness of such disclosure.
- (h) Other Matters. Any other matter relating to the Property or to the development of the Property, including, but not limited to, value, feasibility, cost, and governmental permissions.

11.4 Brokerage Commissions or Finders' Fees. Buyer shall pay its broker, Duhs Commercial, Inc., in connection with this transaction under a separate agreement. Seller is not represented by a broker in this transaction and shall not be responsible for any brokerage commissions or finders' fees..

11.5 Validity and Binding Effect. Developer represents and warrants to City that this Agreement has been duly executed and delivered by Developer, and that the covenants, conditions and agreements contained herein or referred to herein are the legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms.

11.6 Other Warranties and Representations. Each party warrants to the other that it is authorized to enter into this Agreement. In addition to the foregoing, as of the Acceptance of this Agreement, City warrants and represents to Developer as follows.

(a) City's Authority. City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement.

(b) Hazardous Materials. City represents that the Due Diligence Materials and the other materials disclosed to Developer set forth all of City's actual knowledge regarding the existence of hazardous materials on or beneath the Property.

(c) Litigation. City is not a party to, and City has no actual knowledge of any litigation pending or threatened against the Property in any court at law or in equity.

All of the representations and warranties made by City in this **Section 11.6** are limited to the actual knowledge of City without any duty of investigation or inquiry.

ARTICLE 12 Assignment

12.1 Limit on Escrow Holder's Responsibility. Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

12.2 Assignment by Developer Must be Approved by City. Neither Developer, nor any person or entity constituting Developer, nor any assignee of Developer's or any such person's or entity's rights hereunder, will have the right or power to assign its or their rights hereunder without first having obtained City's written approval of any such assignment, which approval may be withheld in City's sole discretion. This Agreement may be assigned after written notice to the City and affirmation to the City's satisfaction of financial responsibility of the assignee, to an Affiliate. Approval of any one assignment will not constitute a waiver of City's right to approve or disapprove any subsequent proposed assignment.

12.3 Assignor's Obligations. No assignment pursuant to this Article will relieve the assignor of any of its obligations under this Agreement.

ARTICLE 13
General Provisions

13.1 **Gender, Number.** Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural.

13.2 **Business Days.** If the (i) stated Closing Date, or (ii) last day for performance of an act falls upon a day during which Escrow Holder is not open for business, the Closing Date or such last day, as the case may be, will be the immediately following regular business day of Escrow Holder.

13.3 **Survival of Provisions.** The representations, warranties, agreements and indemnities set forth in this Agreement will survive the closing and the execution and delivery of City's grant deed and will not be merged in City's grant deed.

13.4 **Captions.** Captions in this agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement.

13.5 **Exhibits.** All exhibits referred to in this Agreement are attached to, and are a part of, this Agreement.

13.6 **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior agreements, understandings, representations and statements, oral or written, are merged herein.

13.7 **Modifications.** No modification, waiver or discharge of this Agreement will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought.

13.8 **Attorney's Fees and Costs.** If either party commences litigation for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred.

13.9 **Successors.** All terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective administrators or executors, successors and assigns; nothing contained in this **Section 13.9** will affect **Article 12**.

13.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

13.11 **Applicable Law.** This Agreement will be construed and enforced in accordance with the laws of the State of California.

13.12 **Time of Essence.** Time is of the essence of each and every provision of this Agreement in which time is an element.

13.13 **Notices.** Unless otherwise provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered upon personal delivery, or on receipt of a telecopy, or on the second business day after deposit with Federal Express or other overnight courier service, or as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City: City of Escondido
 Attn: Debra Lundy, Real Property Manager
 201 N. Broadway [First Floor]
 Escondido, California 92025
 Telephone: (760) 839-4034

And to: City of Escondido City Attorney's Office
 Attn: Jeffrey R. Epp, Esq.
 201 N. Broadway
 Escondido, California 92025
 Telephone: (760) 839-4608
 Fax: (760) 741-7541

If to Developer: Paseo Escondido, LLC
 c/o The Phair Company
 3330 Bonita Road
 Chula Vista, CA 91910
 Telephone: (619) 426-0441

(Signatures Appear on the Following Page)

This Agreement has been executed as of the date set forth at the beginning hereof.

"CITY"

CITY OF ESCONDIDO

By _____
Debra Lundy, Real Property Manager

By _____
Diane Halverson, City Clerk

"DEVELOPER"

PASEO ESCONDIDO, LLC,
A California Limited Liability Corporation

By _____

Its _____

By _____

Its _____

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
Description of Property

[To be Provided by Title Officer]

Exhibit B

Due Diligence Materials

1. Environmental Studies were performed when the structures were demolished and the records indicate that the property is currently "clean." A thorough review of records in Real Property and Engineering resulted in no findings of environment reports being maintained currently on site. We believe that the environmental site clearance was performed in approximately 2006 with the demolition contract, previously provided to Developer on September 17, 2014. An internet search turned up a February 2005 Final Environmental Impact Report, which the City will provide to Developer.
2. 2001 and 2006 Preliminary Title Reports will be provided to Developer.

Exhibit C

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be escrow agent under said Agreement, and (iii) be bound by said Agreement in the performance of its duties as escrow agent; provided, however, the undersigned shall have no obligations, liability or responsibility under (a) this Consent or otherwise, unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned, or (b) any amendment to said Agreement unless and until the same is accepted by the undersigned in writing.

Dated: _____

CHICAGO TITLE COMPANY

By: _____
Escrow Officer

Exhibit D
Project Description

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 27
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Budget Adjustment – HARRF Operations Building

RECOMMENDATION:

The Utilities Department requests that Council approve a budget adjustment in the amount of \$868,000 for Capital Improvement Program (CIP) No. 804201 (HARRF Expansion Phase III- Operations Building) from the Wastewater unallocated reserves.

FISCAL ANALYSIS:

As of September 2, 2014, CIP No. 804201 had an available project balance of \$40,216. The requested funds are available in the Wastewater CIP reserves, which are a component of the Wastewater Operation, Debt, and CIP Reserve Fund (formerly known as the Wastewater unallocated reserves).

PREVIOUS ACTION:

The CIP for construction of the HARRF Operations Buildings was originally budgeted \$450,000 in FY12 to cover anticipated design costs. Subsequent budget adjustments in FY 12, FY 13, and FY 14 added funds to cover projected construction costs. At the time of the last budget adjustment in September 2013, the City Council adopted Resolution No. 2013-110, awarding a contract (\$5,489,000) for construction. The construction contract does not include interior furnishings - for instance, furniture, appliances, and A/V equipment.

BACKGROUND:

Construction of the Operations Building at the HARRF has been underway since November 2013. When completed, the building will house Wastewater Collection, Pretreatment, Wastewater Operations, and Maintenance staff at one location. Approximately 85 staff members will be based at the new site.

The proposed budget adjustment is needed to cover three additional costs of the project: (1) change orders amounting to \$328,920.80 as of the date of this report (6.0% of the contract value); (2) site inspections during construction amounting to \$177,000; and (3) funding for a future interior furnishings contract for the building.

Change Orders: Construction is on schedule and should be complete as originally planned in April 2015. Progress payments to date total \$3,714,170, including \$325,843 (5.9%) in change orders. These change orders include City and contractor-initiated items, and are well below the threshold that would require Council approval for a contract amendment (that is, 10% of the original contract value). A summary list of the change orders is attached (Attachment A).

Typically, most change orders occur in the early phases of a project, as site conditions and constructability issues are identified. This project is nearing completion of major construction, so staff does not expect significant future change orders, neither in number nor in cost.

The three most costly change orders approved by construction management staff so far are:

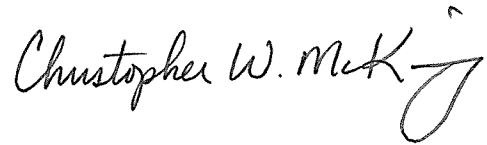
1. Change Order #7, \$84,552.30, consists of 14 individual items ranging in cost from \$1,707 to \$16,291, including a \$1,614 credit item. Three of the items were owner-initiated changes to improve aspects of the project related to the existing administration building. The largest cost item was to modify exterior footings for a breezeway connecting the new building to the existing.
2. Change Order #2, \$71,039.80, consists of five individual items ranging in cost from \$3,835 to \$35,973. The two largest cost items were owner-initiated; the first changed the backfill for underground electrical runs from sand to red concrete encasement and the second addressed new requirements for the fire detector check.
3. Change Order #3, \$60,000, occurred when conflicts between the architectural and structural designs triggered a fault pursuit between the concrete and structural steel sub-contractors. Design change to the steel base plates was the most efficient corrective action. Staff negotiated a settlement for \$60,000 with the general contractor without acknowledging any fault.

Site Inspections: As with any construction project, inspections are required throughout, including electrical inspections, concrete inspections, soils inspections, steel welding inspections, and inspections of pre-fabricated steel. The design of this project employed lightweight steel, which garnered both cost and environmental benefits for the project. However, such design requires more numerous inspections during construction to insure building integrity. Additionally, unanticipated soils and underground rock conditions required more inspections than anticipated at the inception of the project. These inspections have caused additional expenses of about \$177,000.

Interior Furnishings: A future contract, which has not yet been offered for bid, will be generated for building furnishings, including furniture and appliances for offices, common work areas, conference rooms, and kitchen. Large screen, high definition monitors of various sizes are needed for the control room and conference rooms. The estimated cost of this future project is \$440,000. This contract will be presented to Council for its consideration in early 2015.

The proposed budget adjustment will provide funding to complete site inspections and to purchase interior furnishings. Any funds remaining at project completion in April 2015 will be returned to the CIP reserves or directed to another CIP project with City Council approval.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher W. McKinney". The signature is written in a cursive style with a large, stylized "M" and "K".

Christopher W. McKinney
Director of Utilities

Change Order Summary

HARRF Operations Building

(HOB)

Contractor: Keeton Construction Co., Inc.

CO#	Reference #	Description	Owner Initiated	Amount	Change Order Amt.
	FO8	In the room enclosed by walls "D", "E" and "3", "4" (void space)-grade and level out the floor area (created by FO 1 - remove the step foundation from wall "E") install approx. 7" rock base, vapor barrier, rebar #4 at 18" EW and place 4" PCC. This adds 795 sf of usable storage space.	x	\$13,758.80	
	FO9	Install complete and in place a 3/4" gas line; hand dig	x	\$9,784.50	
	FO10	Supplement Contract required Water Pollution Control Plan (WCPC) with additional slope protection as directed by City Storm water staff	x	\$3,391.30	
	FO11	Redo approved rebar embedments modifying the tails that clash between the inside and outside face of rebar wall matte where the tails were longer than the distance between the connection flange		\$6,268.90	
	FO12	Revise the elevator pit dimensions following direction from the response to RFI 9 after the excavation and rebar was initially completed per design drawings		\$2,608.20	
	FO13	Add steel support for stairs as described in supplemental drawing SX22.0		\$15,830.10	
CO#1					\$51,641.80
	FO14	Add concrete encasement to all electrical & communication runs. Provide credit for the sand encasement specified in the contract documents. Add 3 compensable days.	x	\$35,973.30	
	FO15	Add 200' of 2" conduit and 12" riser ring to new PB8. Add 2 compensable days.		\$3,835.70	
	FO16	Conflict with existing duct bank. Add a boring undercrossing of existing conduit. Add 5 compensable days.		\$6,584.60	
	FO17	Add Fire Marshall required switches & Conduit to existing Fire Check & new installation. Add 3 compensable days.	x	\$10,089.20	
	FO18	Add asphalt paving at parking area east of new building. Add 2 compensable days.		\$8,932.00	
CO#2		15 days at \$375/day		\$5,625.00	\$71,039.80
CO#3		Steel base plate design changes. Settlement offer -without acknowledging any fault at all and expressly in the interest of settlement, and liquidizing any and all issues for a Lump Sum amount of \$60,000 on an original request of \$121,000+.			\$60,000.00
	RFI150	Upgrade the cold formed metal studs in the elevator shaft, as discussed in RFI 150 from 4" to 5"		\$350.00	
		Provide and install additional box beams every 10', per new drawing SX 40.0, in the elevator shaft		\$2,875.00	
	RFI172	Re-work and fur out rest room studs to accommodate waste pipe plumbing, as described in RFI 172, and new detail drawings AS 25.0, AS 25.1		\$2,127.00	
		Markup for overhead and profit -10%		\$535.20	
CO#4					\$5,887.20
		Grade form pour a concrete pad for the air conditioning compressor units between walls 4&5		\$5,062.00	
		Grade form pour window # 29 pop-out foundation		\$4,276.00	
		Pour the remainder of the floor deck level3		\$9,385.00	
	RFI105	Dig form and pour the turn down depicted in RFI 105 answer (changes to exterior stairs)		\$11,030.00	

	RFI106	Dig form and pour the turn down depicted in RFI 106 answer (changes to exterior stairs)		\$16,367.00	
		Markup for overhead and profit -10%		\$4,612.00	
CO#5					\$50,732.00
CO#6		Architectural Supplemental Instruction – ASI 31 added galvanized steel flashing to the outside stairs.			\$5,067.70
	FO19	Drain catch basin change - \$1,707.20	x	\$1,707.20	
	FO20	a. Changes to the hardscape and lights at north side of existing building - \$4,185.00	x	\$4,185.00	
	FO20	b. Change to existing storefront window - \$2,575.00	x	\$2,575.00	
	FO20	c. Change in glass type -\$6,925.00		\$6,925.00	
	FO20	d. New doors 42 & 43 - \$8,480.00		\$8,480.00	
	FO20	Overhead and profit for a-d		\$2,216.50	
	FO20	Add metal deck edging material -\$9,509.50		\$9,509.50	
	FO20	Delete three (3) light fixtures – (-\$1,614.00) Credit		(\$1,614.00)	
	FO20	e. modify PIP wall and footing at 2nd floor landing		\$3,740.00	
	FO20	f. dig, pour, form new frame wall footings at north and south stairs		\$10,950.00	
	FO20	g. additional footings and new pedestals at trellis		\$16,291.00	
	FO20	Overhead and profit for e-g		\$3,098.10	
	FO20	Modify elevator guard rail support posts - \$9,955.00		\$9,955.00	
	FO20	Additional dry pack grout under flange bases - \$6,534.00		\$6,534.00	
CO#7					\$84,552.30
Totals			\$81,464.30		\$328,920.80

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 28
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Application Fees and Incentives Pertaining to Historic Resources

STAFF RECOMMENDATION:

It is requested that Council consider adoption of Resolution No. 2014-162 revising the Planning application fees and incentives pertaining to Historic Resources.

BACKGROUND:

The City Council adopted a Historic Preservation Incentives Program in 1992 (Resolution 92-409). The program granted waivers for specific Building and Plot Plan fees, reimbursement for improvements and other incentives to encourage preservation efforts. The reimbursement program was discontinued around 1997 when the initially budgeted funds (\$15,000) were depleted. Other program incentives regarding parking and signs were codified into the Zoning Code Article 39 - Off-Street Parking, Article 40 – Historical Resources, Article 65 – Old Escondido Neighborhood, and Article 66 – Sign Ordinance. Historic preservation processing fees were first adopted by Resolution 2004-132 effective May 12, 2004, including fees for Certificates of Appropriateness (\$35), Local Register (\$240) and Mills Act (\$345) applications. These fees were subsequently rescinded by Resolution 2005-30 effective February 2, 2005 in response to concern that the fees could create a disincentive for preservation efforts.

Based on Council's direction in 2013 to move towards full cost recovery, staff proposed reinstating the historic preservation fees as part of the annual inventory of City fees. The City Council adopted an updated fee schedule effective September 30, 2013, which included reinstatement of the three fees pertaining to historic resources as described below:

1. Certificate of Appropriateness fee (\$104) - When a property owner wants to make improvements to a historic property, the code requires a Certificate of Appropriateness (COA). This is an administrative review of the improvements, to make sure they are consistent with the historic character and design guidelines. Common examples are exterior improvements to historic buildings downtown and residences within the Old Escondido Neighborhood (OEN). Examples of improvements that require a COA are additions, replacement windows, and repainting in a different color. The fee is intended to cover staff time (estimated at one to two hours per application) to cover meetings with the applicant, site visit, evaluation of the request, preparation of the certificate, and records management; the actual staff time spent typically exceeds this amount.

2. Local Register fee (\$312 plus \$300 noticing fees) – A Local Register listing is a voluntary measure initiated by the property owner, recognizing a resource that warrants protection due to its outstanding historic, cultural, architectural, archaeological or cultural value. The process involves public hearings before the Historic Preservation Commission (HPC) and City Council. The fee is intended to partially offset staff time associated with the tasks described above, plus staff report preparation, public hearing and noticing costs for two hearings.
3. Mills Act Contract (\$312) – A Mills Act contract is a voluntary contract initiated by the property owner whereby the owner is given a reduction in property tax assessment based on an agreement to provide regular maintenance and make improvements to the structure and the site. A contract also requires review by the HPC and City Council, which involves preparation of a staff report but does not include any public noticing requirements, so noticing costs are excluded.

Objections have been raised by the HPC members who feel the new fees are a disincentive to historic preservation efforts and should be rescinded. More recently, the City Council received additional comments from customers particularly in the OEN who feel the fees are a deterrent to historic preservation efforts, either by discouraging people from making desirable improvements or resulting in improvements that are inconsistent with historic preservation guidelines, made by owners who chose not to go through the review process. Property owners in the OEN objected to paying a special fee to voluntarily improve their property when this was not required of other residential properties outside the historic district. At their September 24th meeting, the Council directed staff to bring the matter forward at a future meeting for discussion and reconsideration.

HISTORIC PRESERVATION COMMISSION:

The HPC discussed the fees and incentives at their meeting on October 7, 2014. The HPC members expressed concern that many owners are opting to make improvements without getting a CofA, which they feel causes serious consequences as far as maintaining the historical integrity of the Historic District. The general consensus of the commission was to retain the CofA review process by staff but eliminate the fees. Specifically, Commissioner Danskin felt that incentives should not be limited within a fixed number of years, and that a five-year timeframe was too long. He expressed support for a reimbursement program similar to the Façade Property Improvement Program (FPIP) since he felt improvements to historic resources are valuable to the entire community. Commissioner Spann stated that the improvements under a Mills Act program are not the same as façade improvements, noting that historic preservation results in a financial benefit to the land owners. Commissioner O'Boyle stated that she has owned two Mills Act houses in San Diego where the neighborhoods appreciated in value about four times so that the owner had a financial gain upon sale of the property. She felt a five-year restriction for facade improvements was acceptable. Vice-Chair Rea felt that the goal would be to have more incentives than Mills Acts since the OEN has many modest homes that do not get as high sales prices as in San Diego.

Staff concurs with the HPC that the five-year eligibility period is too long, and that incentives should be available on more frequent basis. Many owners do not have sufficient means to complete an entire façade improvement at one time and typically break it down into phases (i.e. painting, roof, repair windows, repair siding, new fencing, repair steps, etc.). They may be able to do one project every year or two, but have difficulty identifying the entire scope of a multi-phased project under one CofA and then pulling together all the designs and material samples. Staff has revised the incentives criteria to allow incentives on a more frequent basis (every two years).

FISCAL ANALYSIS:

The reimbursement program has been eliminated due to lack of funding. Assuming the annual volume and type of historic preservation applications are similar to 2013, elimination of the three fees would result in an annual loss of an estimated \$ 5,800 to the General Fund.

DISCUSSION:

The volume of historic preservation applications has remained steady and actually has increased since the reinstatement of the fee, although the increase may be attributable in part to the improved economic conditions. The annual number of applications processed by the Planning Division is summarized below:

Application Type	2012	2013	2014 (Jan. – Oct.)
Certificate of Appropriateness	37	45	39
Local Register	1	1	1
Mills Act	1	1	3

The City Council could consider the following options:

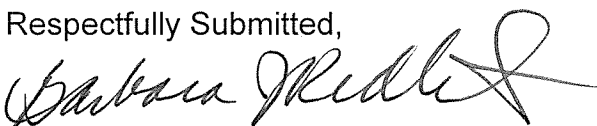
1. Rescind the three application fees as an incentive to historic preservation efforts;
2. Defer any change until the next annual fee update upon further study;
3. Modify one or more of the fees; or
4. Retain the fees.

There appears to be strong public support for retaining both the CofA review process and the City's status as a Certified Local Government (CLG). Objections to the CofA fee have been most common, but the HPC and general public input supports elimination of all the fees as an incentive. The attached Resolution No. 2014-162 would eliminate the fees and modify the incentives program to bring the incentives into conformance with the current Zoning Ordinance and budget.

SUMMARY:

Staff feels the CofA process should be retained in order to maintain the character of the City's historic resources and to maintain the City's status as a CLG, which enables owners to voluntarily participate in the Local Register and Mills Act programs. Elimination of the application processing fees can be an incentive that furthers the historic preservation efforts by encouraging greater participation while insuring the character and integrity of the resources are maintained.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development

RESOLUTION NO. 2014-162

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
RESCINDING PLANNING DIVISION HISTORIC
PRESERVATION PROCESSING FEES AND
REVISING THE HISTORIC PRESERVATION
INCENTIVES PROGRAM

WHEREAS, the City of Escondido adopted a Historic Preservation Incentives Program on October 28, 1992, by Resolution 92-409; and

WHEREAS, funding for some of the incentives identified in the program is no longer available and other incentives have been incorporated into the Escondido Zoning Code Article 39 – Off-Street Parking, Article 40 – Historical Resources, Article 65 – Old Escondido Neighborhood, and Article 66 – Sign Ordinance; and

WHEREAS, the City of Escondido adopted new fees for certain services and permits pertaining to historical resources effective on September 30, 2013, by Resolution 2013-99(R); and

WHEREAS, the City Council heard testimony from the Historic Preservation Commission and concerned residents that historic preservation processing fees could create a disincentive for preserving and maintaining historic properties; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend the Planning Division historical preservation application fees by deleting certain service/application fees previously adopted by Resolution 2013-99(R), rescind Resolution 92-409, and amend the historic preservation incentives as described on Exhibit A, attached to the Resolution and incorporated by the reference;

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 Planning Division historic preservation application fees are hereby amended to reflect deletion of the following fees:

<u>Department</u>	<u>Description</u>	<u>Current Fee/Unit Basis</u>
Planning	Certificate of Appropriateness	\$104
Planning	Local Register	\$612 (including legal notice, mailing list and imaging fees)
Planning	Mills Act Contract	\$312

HISTORIC PRESERVATION INCENTIVES
Resolution 2014-162 Exhibit "A"

The following incentives program is applicable to owners of (1) Non-register properties in the Old Escondido Neighborhood district, (2) Properties listed on the Local Register of Historical Places, and (3) Properties listed on the Local Register and designated as a Local Historical Landmark.

A. Criteria for Qualifying Incentives:

The following general criteria must be met in order for an applicant to qualify for any of the incentives:

1. Property owner is engaging in maintenance of the structure or yard that is "street visible."
2. The exterior improvements to an historic structure are determined by staff and/or the Historic Preservation Commission (HPC) to be in conformance with the Design Guidelines for Homeowners of Historic Structures.
3. The maximum amount of the incentive is not given more than once every two (2) years to a property or property owner.
4. The proposed work is approved by staff and/or the HPC.

B. Incentives:

1. Non-register properties in the Old Escondido Neighborhood are eligible for waiver of Building permit and/or Planning application processing fees not to exceed \$300.
2. Residential properties listed on the Local Register of Historical Places or designated as an Historic Landmark are eligible for the following incentives:
 - a. Waiver of Building permit and/or Planning application processing fees not to exceed \$300 (or not to exceed \$600 for Historic Landmark).
 - b. Eligibility to participate in the Mills Act contract provided that all criteria are met.
 - c. Waiver of fifty percent (50%) of the Conditional Use Permit (CUP) fee if a CUP is required to permit use of the property.

3. If a structure is listed on the Local Register of Historical Places or designated as an Historic Landmark and is located on property zoned commercial or professional, or in a Specific Plan district that allows commercial uses, or the structure is located on the south side of Fifth Avenue between South Escondido Boulevard and Juniper Avenue, the property is eligible for the following incentives and relaxed design standards:
- a. Allow vehicles to back onto non-designated circulation element streets provided that sight distance requirements are met.
 - b. Provide individual trash cans instead of a dumpster with the written consent of Escondido Disposal Inc.
 - c. Waiver of one hundred percent (100%) of Building Permit and/or Plot Plan fees.
 - d. Waiver of fifty percent (50%) of the Conditional Use Permit (CUP) fee if a CUP is required to permit the use of the property.
 - e. Expedited review and processing of City-required Planning and Building Permit applications.
 - f. Eligibility to participate in the Mills Act contract provided that all criteria are met.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 29
Date: November 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Appointment to Library Board of Trustees

RECOMMENDATION:

That the Council ratify the Mayor's appointment to fill an unscheduled vacancy on the Library Board of Trustees, term to expire March 31, 2016.

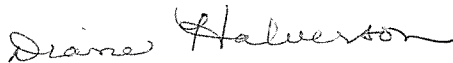
BACKGROUND:

Following a letter of resignation from Virginia Loh-Hagan indicating that she was no longer able to serve on the Library Board of Trustees, a Notice of Unscheduled Vacancy was duly posted for a 10-day period in accordance with State law and City policy. Notices were also placed in the Union Tribune and the Escondido Public Library Newsletter. The list of interested individuals reflects the list of applicants on file in the City Clerk's Office:

◆ Gerald Blevins

◆ Mayra Salazar

Respectfully submitted,



Diane Halverson, CMC
City Clerk



FUTURE CITY COUNCIL AGENDA ITEMS
November 13, 2014

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

November 26, 2014
No Meeting (Thanksgiving)

December 3, 2014
7:00 p.m. (Installation Ceremony)

CURRENT BUSINESS
Certification of 2014 General Municipal Election Results (D. Halverson)
<i>Election Code Section 10263(b) requires the governing body to declare the results and to install the newly elected officers no later than the next regularly scheduled city council meeting following presentation of the 28-day canvass of the returns or at a special meeting called for this purpose.</i>



City Manager's **WEEKLY UPDATE** to City Council

November 12, 2014

ECONOMIC DEVELOPMENT

The **Visit Escondido** (www.visitescondido.com) Website continues to do well. Last month we had over 9,000 visits to the site and the average number of pages viewed during each session was 5 pages. The vast majority of visitors to the site are from the United States, followed by Canada, Mexico, the United Kingdom and Brazil.

SPECIAL EVENTS

No special events this week.

COMMUNITY DEVELOPMENT

Planning:

- Major Projects Update:
 - Oak Creek (NUW) – The consultant continues to prepare draft responses to comments on the Draft EIR; due to the number of comments received, the anticipated submittal date has been extended several weeks, with public hearings anticipated at the beginning of next year. Fire Code issues appear to be resolved through redesign of the driveways, unit mix and brush clearing areas.
 - Amanda Lane (NUW) – The consultant is revising the Draft Mitigated Negative Declaration in response to staff comments.
 - Centerpointe 78 Commercial – The applicant has requested that the preparation of the Draft EIR be put on hold pending resolution of traffic mitigation requirements for direct impacts attributable to the project. At issue is the need for additional right-of-way and improvements along the Broadway frontage, and associated need to relocate underground utility vaults and a 69 KV pole on Broadway, as well as the existing traffic signals in the CalTrans ROW. The applicant is coordinating with Caltrans and staff regarding the design of necessary improvements.
 - North Broadway Deficiency Area Projects – The Pickering annexation application has been submitted to LAFCO. The application for the Zenner annexation and 40-unit subdivision remains incomplete. Outstanding issues affecting completion of the CEQA analysis include resolution of mitigation measures and associated design of offsite traffic improvements (specifically regarding the IOD and improvements for the Vista/Ash intersection), storm water and drainage improvements, offsite sewer improvements, waterline sizing, and development agreement terms.
 - Zak Planned Development – The applicant's engineer is refining the design of the storm water and drainage improvement and continues to coordinate with staff



City Manager's **WEEKLY UPDATE** to City Council

regarding compliance with other conditions in anticipation of City Council consideration of the Final Map in January.

Code Enforcement:

The final tally of illegal campaign signs removed from City properties and right-of-ways is 3,412 signs, representing 215 Code Enforcement man hours.

Building Division:

- Building had another busy week issuing 48 permits for the week with a total valuation of \$877,364. Most of the permits issued were photovoltaic, tenant improvements, room addition and miscellaneous type permits.
- Inspections and counter contacts have increased with average daily inspections of 32 with 35 on Friday and average daily counter contacts of 31 with 29 on Friday.
- Photovoltaic permits are again dominating the permit activity for the week with 19 permits issued and 17 more in for plan review. Building has issued 658 photovoltaic permits this year compared to 375 issued at the same time last year.
- Construction activity continues at the Chick-Fil-A at 1290 Auto Parkway.
- Construction activity and inspections are continuing at the Monticello assisted living facilities at 930 Monticello Dr.
- The Habitat for Humanity project at 537 N. Elm St. is progressing through construction and inspections for duplex buildings 1, 2 and 3.

CAPITAL IMPROVEMENTS

2013/2014 Street Maintenance Project:

The contractor is continuing to complete punch list items relating to the project. The additional striping work requested has been postponed until November 12th.

Maple Street Pedestrian Plaza Modifications:

The work on the compass rose has been completed. The contractor completed the installation of the new concrete splash pad surrounding the existing fountain on Friday, November 7th. All remaining items should be complete on Friday, November 14th.

Jesmond Dene Ball Field Lights:

The contract has been awarded and the preconstruction meeting will be scheduled for the week of November 17th.

Private Development

Bear Valley Parkway between Boyle Avenue and San Pasqual Road, County Project:

The contractor is installing the 24" water line along Bear Valley Parkway between Boyle Avenue and Birch Avenue. The retaining wall footing at Bear Valley Parkway and Boyle



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Avenue intersection is being constructed. The construction of the roadway subgrade and storm drain system is proceeding along the entire length of the project.

Habitat for Humanity:

On site work is completed, the water main and sewer main will be connected to the City system with the Elm Street improvements.

Church of the Resurrection:

Work should be completed this week for the remaining street repair and sidewalk improvements along Sheridan Avenue.

PUBLIC SAFETY

Police:

The North San Diego County Real Estate Group presented Lt. Al Owens with a \$17K check for the Police Athletic League (PAL). The money was raised at a variety show on October 23rd. PAL has partnered with the Escondido Recreation Department to provide sports programs and safety classes to children of all ages. This donation will be used to keep these valuable programs running.

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