



# Council Meeting Agenda

**DECEMBER 2, 2015**  
**CITY COUNCIL CHAMBERS**  
**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>Michael Morasco</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Ed Gallo</b> <b>John Masson</b>
CITY MANAGER	<b>Clay Phillips</b>
CITY CLERK	<b>Diane Halverson</b>
CITY ATTORNEY	<b>Jeffrey Epp</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Jay Petrek</b>
DIRECTOR OF PUBLIC WORKS	<b>Ed Domingue</b>

**ELECTRONIC MEDIA:**

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

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

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

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



# Council Meeting Agenda

**December 2, 2015**

**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:** 2269 East Valley Parkway  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** American Heritage Charter Schools  
**Under Negotiation:** Price and Terms of Agreement

## ADJOURNMENT





# Council Meeting Agenda

**December 2, 2015  
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: None Scheduled**

4. **REJECT ALL BIDS FOR THE SOUTHWEST SEWER REALIGNMENT PROJECT -**

Request Council approve rejecting all bids for the Southwest Sewer Realignment Project and authorize staff to re-advertise for bids on the project.

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

RESOLUTION NO. 2015-202

5. **BUDGET ADJUSTMENT REQUEST AND AWARD OF CONSULTING AGREEMENT FOR DESIGN AND ENGINEERING SERVICES FOR THE RECYCLED WATER EMERGENCY STORAGE PONDS**

Request Council approve a budget adjustment in the amount of \$75,000 to Capital Improvement Program (CIP) No. 801507 (Recycled Water Easterly Agriculture Distribution System) from CIP No. 804808 (Trunk Main/Centre City Parkway - Auto Park Way) and authorize the Mayor and City Clerk to execute a Consulting Agreement in the amount of \$189,874 with Water Synergy, Inc. for design and engineering services for the Recycled Water Emergency Storage Ponds Project.

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

RESOLUTION NO. 2015-196

6. **CITY COUNCIL MEMBER AND MAYOR COMPENSATION -**

Request Council consider adopting Ordinance No. 2015-24 amending Section 2-28 of the Escondido Municipal Code to increase the salary for the City Council Members from \$1,725.97 per month to \$1898.57 per month, effective on the date the City Council Members elected in 2016 are sworn into office.

Staff Recommendation: **Approval (City Attorney's Office: Jeffrey Epp)**

ORDINANCE NO. 2015-24 (First Reading and Introduction)

7. **NOTICE OF COMPLETION FOR THE ELM STREET IMPROVEMENT PROJECT -**

Request Council approve and accept the Elm Street Improvement Project and authorize staff to file a Notice of Completion for the project located on Elm Street between East Washington Avenue and the Escondido Creek Trail.

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

8. **GRANT OF EASEMENT DEED TO SAN DIEGO GAS & ELECTRIC COMPANY FOR INSTALLATION AND MAINTENANCE OF OVERHEAD ELECTRIC FACILITIES AND APPURTENANCES ADJACENT TO EL NORTE PARKWAY -**

Request Council approve authorizing the Real Property Manager to execute an Easement Deed for the benefit of San Diego Gas & Electric Company (SDG&E) for installation and maintenance of overhead electric facilities and appurtenances.

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

RESOLUTION NO. 2015-206

**9. FISCAL YEAR 2015 STATE HOMELAND SECURITY GRANT PROGRAM GRANT ACCEPTANCE AND BUDGET ADJUSTMENT -**

Request Council approve accepting \$117,753 in funding from the Department of Homeland Security for the Fiscal Year 2015 State Homeland Security Grant Program; 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)**

**10. PURCHASE ONE (1) KME TYPE VI BRUSH ENGINE -**

Request Council approve authorizing the Fleet Services Division to purchase one (1) KME Type VI Brush Engine in the amount of \$263,157.33 through a Cooperative Purchase Contract with the City of Los Angeles.

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

RESOLUTION NO. 2015-213

**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.)

**11. MASTER AND PRECISE DEVELOPMENT PLAN AND TENTATIVE PARCEL MAP FOR THE DEVELOPMENT OF A MIXED-USE PROJECT IN THE PD-MU ZONE (PHG 15-0009, SUB 15-0008) -**

Approved on November 18, 2015 with a vote of 5/0

ORDINANCE NO. 2015-23 (Second Reading and Adoption)

**PUBLIC HEARINGS**

**12. SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILEHOME PARK -**

Request Council consider the short-form rent increase application submitted by Greencrest Mobilehome Park and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 0.592% (an average of \$2.76) for the period of June 30, 2014 to June 30, 2015.

Staff Recommendation: **Consider for Approval (Community Development Department: Jay Petrek)**

RRB RESOLUTION NO. 2015-06

**13. LOCAL REGISTER DESIGNATION AND MILLS ACT CONTRACTS FOR THE PROPERTY AT 423 SOUTH IVY STREET (HP 15-0002) -**

Request Council approve listing the structures on the City's Local Register; authorize entering into Mills Act contracts; and approve the CEQA exemption.

Staff Recommendation: **Approval (Community Development Department: Jay Petrek)**

RESOLUTION NO. 2015-200

## FUTURE AGENDA

### 14. 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

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. Speakers are limited to only one opportunity to address the Council under Oral Communications.

## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
December 9	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
December 16	-	-	No Meeting	-
December 23	-	-	No Meeting	-
December 30	-	-	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](http://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 COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 4**

**Date: December 2, 2015**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Christopher W. McKinney, Director of Utilities  
**SUBJECT:** Reject All Bids for the Southwest Sewer Realignment Project

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2015-202 rejecting all bids for the Southwest Sewer Realignment Project and authorize staff to re-advertise for bids on the project.

FISCAL ANALYSIS:

Funds for this project budgeted in the Wastewater Capital Improvement Fund No. 808810 are limited. Additional funds may be required at the time of award and a Budget Adjustment will be prepared at that time.

BACKGROUND:

The existing Sewer Lift Station Nos. 6, 9 and 11 are deteriorating and in need of replacement. This project will construct gravity sewer mains that will permanently redirect wastewater flows, bypassing the three lift stations and allowing them to be demolished as a part of a future, separate project. The project will construct 8" and 12" gravity sewer mains and manholes from Sewer Lift Station 9 southeast to Felicita Road; from Sewer Lift Station 6 along Felicita Road to Via Rancho Parkway; then continuing southeast to Sewer Lift Station 1 (located southeast of Interstate 15 and Via Rancho Parkway).

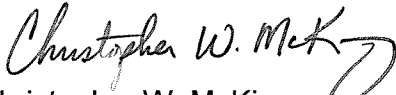
Competitive bids were opened by the City Clerk's representative on October 29, 2015, with the following results:

- |  |                 |
|--|-----------------|
| 1) GRFCO Inc., Brea                            | \$6,419,000.00  |
| 2) Southland Paving, Inc., Escondido           | \$6,596,325.00  |
| 3) S.C. Valley Engineering, Inc., El Cajon     | \$7,114,900.00  |
| 4) MNR Construction, Inc., Baldwin Park        | \$7,538,038.00  |
| 5) Downing Construction, Inc., Redlands        | \$8,394,476.00  |
| 6) Utah Pacific Construction Company, Murrieta | \$10,742,000.00 |

- |  |                 |
|--|-----------------|
| 7) Colich & Sons, L.P., Gardena                            | \$12,752,110.00 |
| 8) Vido Artukovich & Son Inc. / Vidmar Inc. a JV, El Monte | \$13,321,000.00 |
| 9) Burtech Pipeline, Inc., Encinitas                       | \$16,996,500.00 |

Due to the large range between the bids, staff will evaluate and update the project bid documents to minimize the potential risk for change orders. The Public Contract Code Section 20166 authorizes a local agency, at its own discretion, to reject all bids and re-advertise a project; therefore, staff recommends that all bids be rejected and the project be re-advertised for bid.

Respectfully submitted,



Christopher W. McKinney  
Director of Utilities

RESOLUTION NO. 2015-202

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE REJECTION OF ALL  
BIDS FOR THE SOUTHWEST SEWER  
REALIGNMENT PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the Southwest Sewer Realignment Project; and

WHEREAS, the City of Escondido opened the sealed bids for the project on October 29, 2015; and

WHEREAS, the bids received had a wide range from \$6,419,000 up to \$16,996,500; and

WHEREAS, City staff will evaluate and update the project bid documents to minimize potential risk for change orders; and

WHEREAS, Public Contract Code Section 20166 authorizes a local agency, at its own discretion, to reject all bids and re-advertise a project; and

WHEREAS, the Utilities Director has recommended the rejection of all bids.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Utilities Director to reject all bids for the project and to re-advertise the project for bids.



3. That the City Council does, by adoption of this resolution, reject all bids received and opened by the City Clerk on October 29, 2015, for the project and directs staff to re-advertise for bids as soon as possible.

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 5**

**Date: December 2, 2015**

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

**FROM:** Christopher W. McKinney, Director of Utilities

**SUBJECT:** Budget Adjustment Request and Award of Consulting Agreement for Design and Engineering Services for the Recycled Water Emergency Storage Ponds

**RECOMMENDATION:**

The Utilities Department requests that Council approve a budget adjustment in the amount of \$75,000.00 to Capital Improvement Program (CIP) No. 801507 (Recycled Water Easterly Agriculture Distribution System) from CIP No. 804808 (Trunk Main/Centre City Parkway – Auto Park Way); and adopt Resolution No. 2015-196 authorizing the Mayor and City Clerk to execute a Consulting Agreement in the amount of \$189,874.00 with Water Synergy, Inc. for design and engineering services for the Recycled Water Emergency Storage Ponds Project.

**FISCAL ANALYSIS:**

Sufficient funds for this expenditure are available in Wastewater CIP No. 801507, Recycled Water Easterly Agriculture Distribution System and Wastewater CIP 804808, Trunk Main/Centre City Parkway – Auto Park Way.

**PREVIOUS ACTION:**

On September 24, 2014, Council adopted Resolution No. 2014-152 awarding a Public Service Agreement to Black & Veatch Corporation for the design of Micro Filtration Reverse Osmosis Facility for the Recycled Water Pipeline Project.

On September 24, 2014, Council adopted Resolution No. 2014-145 awarding a Public Improvement Agreement to MNR Construction, Inc. for the construction of Phase I of the Recycled Water Easterly Main Extension project.

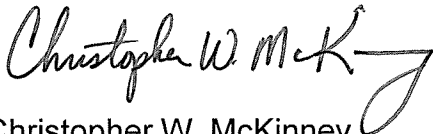
On July 8, 2015, Council adopted Resolution No. 2015-120 awarding a Public Improvement Agreement to MNR Construction, Inc. for the construction of the Cemetery Area Water Pipeline Replacement Project, which includes a portion of the Recycled Water Pipeline Project.

BACKGROUND:

The Recycled Water Emergency Storage Ponds project includes the design of two open storage ponds located at the easterly end of the City's recycled water system. These ponds will provide the capability to store recycled water in the case of a severe wet weather event which exceeds the flow capacity of the outfall. These ponds will become part of the City's overall wastewater disposal and recycled water supply system. The pipelines, pump station and reservoir that will convey recycled water to the emergency storage ponds are currently in construction or design. This project is necessary in part because staff anticipates that the existing live stream discharge permit for the HARRF will not be renewed at the end of the current five year extension.

The Utilities Department recommends retaining Water Synergy, Inc. to design this project. This contract for design and engineering services includes the preparation of plans, specifications, cost estimates, and environmental documents. Water Synergy, Inc. is currently designing the recycled water distribution system, which will convey water to the emergency storage ponds.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher W. McKinney". The signature is written in a cursive style with a large, sweeping flourish at the end of the name.

Christopher W. McKinney  
Director of Utilities



RESOLUTION NO. 2015-196

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE, ON BEHALF OF THE CITY, A  
CONSULTING AGREEMENT WITH WATER  
SYNERGY, INC. FOR DESIGN OF THE  
RECYCLED WATER EMERGENCY STORAGE  
PONDS PROJECT

WHEREAS, the City of Escondido desires engineering services to design recycled water emergency storage ponds for the recycled water distribution system (the "Project"); and

WHEREAS, Water Synergy, Inc. has the personnel and expertise to provide the required engineering services; and

WHEREAS, City of Escondido staff have completed negotiations with Water Synergy, Inc. for said engineering services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$189,874.00.

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

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



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Angela Morrow, P.E.
760-839-6290 x. 7030
("CITY")

And: Water Synergy, Inc.
P.O. Box 865
Escondido, CA 92033
Attn: Doug Brown
760-533-4086
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to prepare plans, specifications and necessary environmental documents to construct two emergency recycled water storage ponds in the eastern portion of the City service area near Hogback Reservoir as a part of the Emergency Recycled Water Storage Pond project; and
B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$189,874. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the

CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.

5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
  - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
    - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
    - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
    - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
    - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
  - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_
  - c. Each insurance policy required above must be acceptable to the City Attorney:
    - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
    - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

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



15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Department of Industrial Relations Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor

any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

- 24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Sam Abed  
Mayor

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

\_\_\_\_\_  
Diane Halverson  
City Clerk

\_\_\_\_\_  
(Consultant name)

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

\_\_\_\_\_  
(Consultant signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

APPROVED AS TO FORM:

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

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

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

Sept 28, 2015

Mr. Paul Keck, P.E.  
City of Escondido  
1521 S. Hale Ave.  
Escondido, CA 92029

Subject: City of Escondido – Proposal for the Preparation of Plans, Specifications and Necessary Environmental Documents for Emergency Recycled Water Storage Ponds

Dear Mr. Keck:

As discussed, Water Synergy Inc. (WSI) and the team we have assembled are pleased to submit our proposal to provide the necessary professional services to prepare the Plans, Specifications and Environmental Documents to construct two emergency recycled water storage ponds in the eastern portion of the City service area near Hogback Reservoir. We understand that the facilities that are being proposed as part of the Emergency Recycled Water Storage Pond (ERWSP) project will become part of the City's overall wastewater disposal/recycled water supply system.

The team will use our collective expertise to develop a complete and cost effective project for the City. The various team members are well versed in providing planning and development of facilities throughout the southwest United States. *WSI* staff has completed similar planning and design services for municipalities for the Santa Margarita Water District, the Woods Valley Water Reclamation Program in Valley Center and the Lake Arrowhead Communities Services District and are excited about the possibility of being able to work on another project with the City.

The team that we have proposed includes Helix Environmental, West Coast Geotechnical Consultants, and Alcor Engineering. This team has recently, successfully completed a number of projects for various departments within the City of Escondido. Using the collective knowledge and expertise, the *WSI* team will provide a cost effective design in a timely manner that will result in a successful project for the City of Escondido.

## **SCOPE OF SERVICES**

### **Task 1 Conceptual Design**

Working with City staff and the current ideas related to the layout of the ponds, a conceptual design will be formalized by WSI. This will include the preparation of drawings depicting the proposed pond layout, identification of the storage volume that will be achieved and a preliminary concept of the access roads to each of the ponds. Upon obtaining concurrence with City staff and the effected private property owners, these documents will be used by the

remainder of the design team in performing the required surveying, geotechnical and environmental work.

## **Task 2 Geotechnical Investigation**

This task will be performed after the conceptual layout of the ponds have been accepted by the City to minimize the possibility of needing to perform this work twice if the initial layout is modified. This task will include the following:

### **Task 2.1 Project Initiation**

1. Will review readily available non-proprietary literature pertinent to the project site.
2. Will review proprietary documents or plans furnished by others.
3. Will perform surface reconnaissance on each site, to select the location of our subsurface explorations.
4. Will notify Underground Service Alert to have utilities "marked out".
5. Will coordinate and attend a joint utilities meeting on each site.

### **Task 2.2 Hillebrecht's Pond (trenches)**

1. Four exploratory trenches will be excavated to a maximum depth of 12 feet, unless rock or other conditions inhibit excavation. The trench walls will be logged and bulk samples will be retrieved in these excavations. The bulk samples will be used to evaluate potential borrow sources for embankment fill.
2. Two small diameter borings will be drilled to depths of 30 feet unless rock or other conditions that inhibit excavation are encountered at shallower elevations.
3. Standard penetration tests (SPT) will be performed in the borings.
4. Relatively undisturbed ring samples and bulk samples will be retrieved from the boring excavations.
5. The exploratory borings will be left open at least one day to allow the accumulation/stabilization of groundwater if present.
6. The borings will be backfilled after groundwater readings are completed. Borings 20 or more feet in depth, or any boring that encounters groundwater will be backfilled with bentonite.

### **Task 2.3 Granetto's Pond (trenches)**

1. The proposed site is located on the southern slope of the drainage course which flows below and east of the former basin site. The terrain is moderately steep, with substantial portions covered with dense vegetation. Furthermore, bedrock is anticipated to be present at shallow depths. Therefore, it is would recommended the investigation of this property be through the use of exploratory trenches. Borings would be performed only if the overburden soils were thicker than 10 feet, or if rock cores are requested. The excavation of borings and rock cores are presented as separate tasks in this proposal.
2. Five exploratory trenches will be excavated to a maximum depth of 12 feet, unless rock or other conditions inhibit excavation. The trench locations will be selected to help

define the contact between bedrock and over burden soils near the proposed embankment. The trench walls will be logged and bulk and chunk samples will be retrieved from the trenches.

3. The excavations will be backfilled after the logging and sampling are complete.

#### **Task 2.4 Grangetto's Pond (borings)**

1. Borings will be placed on the site if the overburden soils exposed in Task 2.3 exceed 10 feet in vertical thickness, or if rock coring (Task 2.5) is determined to be required.
2. Two small diameter borings will be drilled to depths of 30 feet unless rock or other conditions that inhibit excavation are encountered at shallower elevations.
3. Standard penetration tests (SPT) will be performed in the borings.
4. Relatively undisturbed ring samples will be retrieved from the borings.
5. The exploratory borings will be left open at least one day to allow the accumulation/stabilization of groundwater if present.
6. The borings will be backfilled after groundwater readings are completed.

#### **Task 2.5 Grangetto's Pond (rock coring)**

1. If requested prior to scheduling the exploratory borings (Task 2.4), rock coring would be conducted in the two small diameter borings.
2. The corings will be advanced at least 10 feet into the bedrock.
3. Rock cores would be retrieved and stored for observation. The rock cores will be labeled and photographed with the entire box visible.

#### **Task 2.6 Laboratory Testing**

1. Laboratory testing will be conducted on samples retrieved from the exploratory excavations. It is anticipated that the following tests will be performed:
  - Six (6) in-place density and moisture determinations;
  - Four (4) consolidation tests (1 insitu and 1 remolded for each site);
  - Two (2) laboratory compaction test;
  - Four (4) direct shear tests;
  - Four (4) mechanical sieve analysis; and
  - Two (2) failing head permeability tests.

Testing will depend on the types of soil materials encountered. Accordingly, laboratory tests may be added or substituted.

#### **Task 2.7 Draft Report**

1. For each basin a Draft Report of Geotechnical Investigation will be prepared for review and comments. A final version of each report (Task 2.6) would be submitted addressing the review comments.
2. The draft report will describe the surficial site conditions and the subsurface geologic materials encountered at the basin locations.
3. The draft report will present the results and interpretations of the acquired field data and

laboratory testing.

4. The draft report will address potential geologic hazards including fault rupture, seismic shaking, liquefaction and slope stability.
5. The draft report will discuss potential construction challenges including support of temporary excavations, shallow groundwater, construction dewatering and the rippability of shallow bedrock.
6. The draft report will provide recommendations for grading, site preparation and embankment construction. This would include moisture content and relative compaction requirements of fill materials, identification and remediation of unsuitable soils and desired physical characteristics of soils used for fill.
7. The draft report will furnish pseudostatic seismic acceleration coefficients to be used for the design of embankments.
8. The draft report would present an estimate of the total and differential settlement for the embankments.

#### **Task 2.8 Final Report**

1. We will prepare a Final Report of Geotechnical Investigation.
2. The report would be prepared after final construction drawings and near completion.
3. The report would address the comments presented regarding the review of the draft report.

#### **Task 2.9 Optional Assistance**

1. There is a high probability that shallow bedrock occurs at both sites. Therefore, an estimate of the rippability of the subsurface materials using seismic refraction can be performed as an optional task.
2. Attendance to meetings not described above would be performed on an "as-requested" can be performed as an optional task.

#### **Task 3 Environmental**

##### **Task 3.1 Project Initiation**

The initiation of the environmental component of the Project will begin with a kick-off meeting between the appropriate members of the WSI team and the City. The purpose of this meeting will be to refine the Project schedule and establish protocols for product review and coordination with City staff. The kick-off meeting also will entail the identification of anticipated Stakeholders/Interested Parties (e.g., Native American tribes, etc.), and key CEQA issues and requirements. Prior to this meeting, HELIX will identify document and information needs (e.g., relevant plans, reports, ordinances, and studies applicable to the Project).

HELIX will conduct an in-house database search and review relevant documents and ordinances from the City and County. HELIX also will review other readily available information pertaining to biological resources within the Project area, including planning documents, environmental documents for specific projects, California Natural Diversity Database, County of San Diego

Biological Observation Database (BOD), United States Fish and Wildlife Service (USFWS) data and U.S. Geological Survey (USGS) data.

### **Task 3.2 Biological Resources Assessment**

HELIX will assess biological resources that may be affected by the proposed Project. The emergency storage ponds occur at locations that are currently undeveloped and appear to support a mix of non-native and native habitat, with coastal sage scrub habitat and potential wetlands nearby. Project impacts and mitigation related to biological resources within the City will be evaluated in accordance with CEQA Guidelines. As necessary, a consistency analysis will be performed to demonstrate project consistency with the Draft Multiple Habitat Conservation Program (MHCP) Subarea Plan. Further, as the proposed Project will occur within unincorporated County lands, biological impacts and mitigation will also be evaluated for compliance with County requirements and CEQA Guidelines. Project compliance with other applicable regulations will also be addressed.

#### ***Task 3.2.1: Literature Review, Database Search, and Field Preparation***

HELIX will review existing biological documents, conduct an in-house database search for sensitive species known to occur within the Project area, and prepare field maps.

#### ***Task 3.2.2: Vegetation Mapping and General Biological Survey***

HELIX will map vegetation and conduct a general biological survey of the pond sites and areas within 100 feet, for a total survey area not to exceed 20 acres. Classification of vegetation and survey methodologies implemented will be consistent with applicable survey guidelines, including the County biology survey guidelines. Based on HELIX's preliminary assessment, neither of the pond sites appears to have a high potential to support special status or rare plant species; therefore, a separate rare plant survey is not included in the scope of work at this time. In the unexpected event that the general biological survey finds there to be a high potential for one or more rare plants to occur, HELIX can perform the surveys under an augment. In addition, it appears that the current location of Pond 2 might be sited within native coastal sage scrub habitat that could be suitable for the federally listed threatened coastal California gnatcatcher (*Polioptila californica californica*). Pond 2 also appears to be sited on or immediately adjacent to an ephemeral drainage feature that could support jurisdictional waters and/or wetlands. As such, HELIX has included optional tasks below to perform protocol-level surveys for the coastal California gnatcatcher and a formal jurisdictional delineation survey. If the general biological survey confirms that these two additional surveys will be required during environmental review, then HELIX would request authorization of the optional tasks at that time.

#### ***Task 3.2.3: Biological Resources Technical Report***

HELIX will prepare a biological resources technical report to be submitted to the City. This report will describe the survey methods employed; present the results of the fieldwork; assess the potential for additional sensitive resources to occur within the proposed pipeline alignments; identify regulatory issues related to the resources on the site; calculate project impacts; and

recommend appropriate mitigation measures per City, County, state, and federal requirements. One round of revisions to the biological resources technical report in response to City comments prior to preparing the final report is assumed in this scope. This task assumes a draft and final iteration of the report with the City's input, and does not include revisions to the report from the County.

***Task 3.2.4 (Optional): Coastal California Gnatcatcher Surveys***

HELIX will perform coastal California gnatcatcher surveys within areas identified during the implementation of Task 3.2.2 above to support suitable habitat for the species. Based on our preliminary research, HELIX assumes that the survey would cover up to 20 acres on and in the vicinity of Pond 2. For non-participating agencies of the Natural Community Conservation Planning (NCCP) program, such as the City, the USFWS requires six or nine protocol-level surveys, depending upon the time of year that the surveys are performed. If surveys are performed during the gnatcatcher breeding season, between March 15 and June 30, then the USFWS requires six surveys be conducted at least seven days apart. If surveys are performed outside of the gnatcatcher breeding season (i.e., non-breeding season), between July 1 and March 14, then the USFWS requires nine surveys be conducted at least 14 days apart. Based on information provided to HELIX concerning project scheduling goals, HELIX assumes that surveys will need to occur in 2015 in order to prevent delays in the environmental review schedule. As such, HELIX has assumed the nine-survey, non-breeding season protocol in order to complete the surveys in 2015. HELIX is required under its 10(a)(1)(A) recovery permit (TE778195) to notify the USFWS 15 days in advance of starting the first survey and submit a written report to the USFWS within 45 days of completing the final survey. The results of the gnatcatcher surveys will be incorporated into the biological resources technical report described above within Task 3.2.3.

***Task 3.2.5 (Optional): Jurisdictional Delineation***

If determined to be necessary based on the results of the general biological survey, HELIX will perform a formal delineation of potential jurisdictional waters and wetlands determined to occur on, or in the immediate vicinity of, areas planned for construction staging, or other Project activities. The purpose of the delineation will be to establish boundaries of potential jurisdiction for constraints planning and quantify unavoidable impacts. The delineation will be conducted pursuant to current U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW) guidelines. The delineation will help determine the need for Project permits, including a federal Clean Water Act Section 404 Permit, a California Fish and Game Code Section 1602 Streambed Alteration Agreement, and a Clean Water Act Section 401 Water Quality Certification. Jurisdictional boundaries will be determined based on the three parameters of vegetation, hydrology, and soil. Non-wetland Waters of the U.S. and State will be mapped based on a representative sample of the affected drainages on the site. This task assumes the Project would avoid all potential jurisdictional resources and does not include a stand-alone jurisdictional delineation report or preparation of related forms, which would be required only in the event the Project would result in impacts and require permits.



### **Task 3.3 Cultural Resources Assessment**

A number of archaeological sites have been recorded in the vicinity of the project area; HELIX is not aware of any cultural resources within the proposed emergency storage pond locations. HELIX archaeologists will complete the following tasks:

#### ***Task 3.3.1: Literature and Records Search***

An archaeological literature and records search will be obtained from the South Coastal Information Center at San Diego State University. This search will encompass a one-mile radius of the emergency storage ponds study area. The records search and relevant reports, as well as historic maps and aerial photographs, will be reviewed.

#### ***Task 3.3.2: Native American Consultation***

HELIX will contact the State of California (State) Native American Heritage Commission (NAHC) for a check of the Sacred Lands Files. Individuals and tribes listed by the NAHC as possibly having an interest in the project area will be contacted.

#### ***Task 3.3.3: Cultural Resources Survey***

A complete and intensive archaeological survey of proposed storage ponds locations will be conducted by a qualified archaeologist and a Native American monitor. In the event the field survey results in the identification of archaeological sites or other cultural resources that require documentation, such cultural resources would be recorded.

#### ***Task 3.3.4: Cultural Resources Technical Report***

Once the field investigation and background research has been concluded, HELIX will prepare a report detailing the methods and results of the records search, field survey, and Native American outreach, as well as any recommendations for further cultural resources management, such as testing, if necessary.

The scope assumes no more than two storage pond locations, totaling approximately four acres. If other areas are added to the study, additional costs may be incurred.

This scope of work assumes that no cultural resources will be identified within the project area and a County of San Diego negative archaeological survey report will be prepared. If cultural resources are identified, a contract modification would be required.

This scope of work assumes one round of revisions to the cultural resources technical report in response to City comments prior to preparing the final report.

### **Task 3.4 Initial Study (IS) and Draft Mitigated Negative Declaration (MND)**

HELIX will prepare a Draft IS/MND for the proposed project in compliance with CEQA. The IS will include a description of the Project, an IS checklist based on the Environmental Checklist Form in Appendix G of the State CEQA Guidelines, and supporting figures. The IS checklist

will include detailed discussions of environmental resource or issue areas that may be significantly affected by the Project, as well as measures to mitigate those impacts to less than significant levels, as applicable, in the City's Supplemental Comments format. In addition, brief explanations of why the Project would not result in significant effects on other issues will be provided. The discussion of biological and cultural resources will be based on technical studies prepared in Tasks 3.2 and 3.3. In order to analyze impacts associated with hazardous materials, HELIX will rely on information provided by Client. HELIX will calculate emissions of air pollutant and greenhouse gas emissions for inclusion in the IS/MND (a separate technical study will not be prepared). Estimates of potential construction noise will be made by HELIX (a separate technical study will not be prepared).

HELIX will produce five copies of a preliminary IS/MND for review by the City. One set of revisions will be completed by HELIX prior to finalizing the Draft IS/MND. Upon incorporation of appropriate revisions and sign-off from the City, HELIX will produce up to 30 copies of a public review version of the document (including 10 hard copies and 20 CD copies) for distribution by the city. Fifteen copies of the Summary Form for Electronic Document Submittal will be prepared for submission by the City to the State Clearinghouse. It is assumed that the City will be responsible for public noticing and distribution of the Draft IS/MND.

### **Task 3.5 Final MND**

In consultation with the City, HELIX will respond to substantive comments received on the content of the Draft IS/MND during public review of the document. For cost-estimating purposes, HELIX will respond to up to 20 substantive comments (total) that are within any comment letters received by the City. An introduction, the responses, revisions to the IS (as needed), and an MMRP will be incorporated into the final document. Up to two sets of revisions will be completed by HELIX prior to finalizing the Final IS/MND. HELIX will produce up to 15 copies of the Final IS/MND (including 10 printed copies and 5 CD copies). It is assumed that the City will be responsible for public noticing and distribution of the Final IS/MND.

### **Task 3.6 Project Management**

HELIX will provide overall project management services as the Project undergoes design and environmental processing. Management tasks will consist of formal and informal communication with the Project team, Client and City staff, County staff (if applicable), regulatory agencies, and other applicable agencies. Communication will take the form of meetings, telephone conversations, e-mail, and facsimiles. Other management responsibilities will include interfacing with Client and City staff on project description information, tracking budgets, and reviewing schedule progress. Quality assurance reviews of all major deliverables will be completed by senior HELIX staff prior to submittal of documents to the City.

Project management is an ongoing task and the scope and budget assumes four hours per month of Project Manager time, based on a total project performance period of eight months.

### **Task 3.7 Meetings**

HELIX will attend project meetings as requested. For purposes of budgeting, this proposal assumes a total of four 4-hour meetings which include preparation and travel time. HELIX's Project Manager will attend all meetings. HELIX's Project Manager will also attend one 4-hour public hearing.

No specific presentation graphics are anticipated for any of the above meetings; however, such graphics may be prepared if requested, on a time-and-materials basis.

### **ASSUMPTIONS AND ADDITIONAL LIMITATIONS ON SCOPE OF WORK**

- City will provide HELIX with current digital baseline data for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .e00 (ArcInfo export coverages), or .shp (ArcView shapefiles).
- Costs associated with preparing detailed biological mitigation plans and/or finding suitable off-site locations for biological mitigation are not included in this scope of work.
- Cost for archaeological surveys assumes little or no cultural material will be encountered. Sites will be recorded but the cost of cataloguing and evaluating archaeological resources is excluded from this scope of work.
- This scope of work is based on HELIX's current understanding of the Project, extensive experience with the preparation of CEQA documents, and assumptions presented in the scope of work. Adjustments to the scope of work and cost may be necessary at a later time based on changes in project plans, public input, delays in the Project schedule, and any added City staff requirements.
- City will provide HELIX with written permission to access all properties for purposes of conducting necessary surveys and evaluations.
- This scope of work assumes that wetland impacts would be avoided, and does not include costs associated with securing wetland permits from state and federal agencies with jurisdiction over wetlands.
- This scope of work assumes that impacts to the coastal California gnatcatcher would not be significant, and does not include costs associated with securing take permission from state and federal agencies.

### **Task 4 Preliminary Design**

The following are the assumptions for the preliminary design.

- a. Ponds geometry and volume will not require a Division of Safety of Dams permit
- b. Decomposed granite or other suitable non-paved surface for the access roads for each

- pond will be designed
- c. A streambed alteration plan will be provided
  - d. No power will be provided at the pond sites
  - e. Landscaping will only include hydro-seeding with no permanent irrigation
  - f. Total pond capacity of 10 million gallons will be provided split between two ponds
  - g. No security fencing is required

The preliminary design will be developed and provided on an aerial image at an appropriate scale including existing utilities and topography. The site layout will establish horizontal and vertical control and further develop the access concepts that will be finalized during the final design. Preliminary cut and fill estimates will be evaluated to minimize any potential import or export activities. Coordination with the distribution piping design will be made for inlet piping design and details. Concepts for pond overflows will be developed.

The deliverable for this task will be approximately 25% design drawings to be further developed in the final design. Drawings will be submitted in 11"x17" format, for review and comment.

#### **Task 5 Final Design**

##### **Task 5.1 Prepare 40% Contract Documents**

Following the acceptance of the Feasibility/Predesign Report and completion of the CEQA process discussed above, 40% contract documents providing the following will be prepared:

- Inlet and outlet piping
- Site grading plans and sections and details
- Access road plans, and details
- Streambed alteration plans and details
- Site drainage plans and details
- Erosion control plans and details

A preliminary list of the specifications will be presented at this stage as well. The completed 40% design drawings will be presented to City staff for review. Three sets of 11x17 drawings will be prepared as the deliverable for this phase. Staff comments will be incorporated into the design.

##### **Task 5.2 Prepare 40% Design Cost Estimate**

The project cost estimate that was prepared during the conceptual phase will be updated to reflect the more detailed information that is available as a result of preparing the 40% contract documents.

##### **Task 5.3 Prepare 90% Contract Documents**

Comments received during the review of the 40% design will be incorporated into the 90% design effort. During this phase the drawings will be further completed and the draft

Mr. Paul Keck  
Emergency Recycled Water Storage Pond Proposal  
Sept 28, 2015  
Page 11 of 12

specification will be prepared. The landscaping plans will be prepared following the acceptance of the 40% design drawings. The landscape plan will include hydroseed pallet and limits of the area to be seeded. No permanent irrigation will be provided, temporary irrigation will be off of recycled water distribution piping. A meeting will be held between the City and the project design team to discuss any comments that are made relating to the 90% design submittal.

#### **Task 5.4 Prepare 90% Design Cost Estimate**

The project cost estimate that was prepared during the 40% phase will be updated to reflect the more detailed information that is available as a result of preparing the 90% contract documents.

#### **Task 5.5 Prepare 100% Contract Documents**

Comments received during the review of the 90% design will be incorporated into the 100% design effort. During this phase the documents will be further completed including civil, architectural, structural, electrical, and mechanical disciplines. The landscaping plans will be prepared following the acceptance of the 90% design drawings. A meeting will be held between the City and the project design team to discuss any comments that are made relating to the 100% design submittal.

#### **Task 5.6 Prepare 100% Design Cost Estimate**

The project cost estimate that was prepared during the 90% phase will be updated to reflect the more detailed information that is available as a result of preparing the 100% contract documents.

#### **Task 5.7 Submit Contract Documents for Permitting**

Based on previous City projects that may encounter increased levels of public scrutiny, this proposal includes efforts to obtain City permits. The 100% contract documents will be submitted to the appropriate City Department for review and determination of compliance with applicable building codes and City regulations. The documents that are anticipated to be submitted include the plans and specifications and the geotechnical investigation. It is assumed that the plan check and permit fees will be paid for by the City.

#### **Task 5.8 Respond to Permitting Comments**

After the plan check by the building/grading department it is anticipated there will be some comments received that must be addressed in order to obtain building and/or grading permits for the project. Comments received will be addressed and the necessary changes to the contract documents will be made to reflect the plan check comments. These documents will be resubmitted and it is anticipated that permits will be issued following this submittal.

#### **Task 5.9 Prepare Bid Documents**

Modifications to the contract documents that are required as a result of the permitting efforts will be incorporated at this time. It is assumed that the City's front end documents will be used for

this project and that no effort on the part of the design team will be required for compiling the bid documents and/or the general conditions.

**Task 5.10 Prepare Final Project Cost Estimate**

The project cost estimate that was prepared during the 100% phase will be updated to reflect the more detailed information that is available as a result of preparing the final contract documents.

**Task 5.11 Optional Task(s)**

This task will provide additional services related to the project as directed by the City. No work will be performed on this task without specific authorization from the City.

**Task 6 Project Management**

**Task 6.1 Project Management**

This activity extends over the entire length of the project. Activities that will be undertaken as a portion of this task include:

- Update scheduling
- Coordinate the various sub-consultants efforts
- Conduct progress meetings on a minimum of once per month
- Conduct meetings at each submittal stage
- Prepare meeting minutes
- Coordinate the permitting activities
- Prepare invoices

The following is the preliminary schedule that has been developed for the project. The times indicated are based on the current understanding of the project but can possibly be modified should the City desire.

Task 1 – Conceptual Design	Weeks 0 - 4
Task 2 – Geotechnical Investigation	Weeks 5 – 13
Task 3 – Environmental Documentation	Weeks 5 - 29
Task 4 - Pre-Design	Weeks 14-18
Task 5 – Final Design	Weeks 20-38

We propose to perform this work as a time and materials project and will be completed as a not to exceed budget as identified in the attached estimated fees spreadsheet. The budget will not be exceeded without prior written authorization from the City. We have attached our 2015 Rate Schedule. *Water Synergy* appreciates this opportunity to present our qualifications and approach for the project. We look forward to discussing our proposal at your earliest convenience.

Sincerely,

*Water Synergy, Inc.*



Donald H. Bunts  
Senior Project Manager

CITY OF ESCONDIDO  
EMERGENCY POND DESIGN FEE

WATER SYNERGY

ESTIMATED LEVEL OF EFFORT

Task	ITEM	Hourly rate	Project Manager		Senior Engineer		Designer		Subconsultants			Total WSI Labor		Total Cost
			Hrs	Cost	Hrs	Cost	Hrs	Cost	Environ	Survey	Geotech	Hrs	Cost	
1	CONCEPTUAL DESIGN		6	\$ 1,092	32	\$ 4,736	8	\$ 78				46	\$ 6,452	\$ 6,452
	SUBTOTAL CONCEPTUAL DESIGN		6	\$ 1,092	32	\$ 4,736	8	\$ 624				46	\$ 6,452	\$ 6,452
2	GEO TECHNICAL DESIGN													
2.1	Project Initiation		2	\$ 364	4	\$ 592						6	\$ 956	\$ 3,556
2.2	Hillebrecht's Pond (trenches)		2	\$ 364	4	\$ 592						6	\$ 956	\$ 6,956
2.3	Grangetto's Pond (trenches)		2	\$ 364	4	\$ 592						6	\$ 956	\$ 3,956
2.4	Grangetto's Pond (borings)		2	\$ 364	2	\$ 296						4	\$ 660	\$ 7,560
2.5	Grangetto's Pond (rock coring)		2	\$ 364	2	\$ 296						4	\$ 660	\$ 2,060
2.6	Laboratory Testing		2	\$ 364	2	\$ 296						4	\$ 660	\$ 3,660
2.7	Draft Report		2	\$ 364	4	\$ 592						6	\$ 956	\$ 9,956
2.8	Final Report		2	\$ 364	4	\$ 592						6	\$ 956	\$ 3,156
2.9	Optional Assistance		2	\$ 364	2	\$ 296						4	\$ 660	\$ 4,660
	SUBTOTAL GEO TECHNICAL DESIGN		18	\$ 3,276	28	\$ 4,144	0	\$ -				46	\$ 7,420	\$ 45,520
3	ENVIRONMENTAL INVESTIGATION													
3.1	Project Initiation		2	\$ 364	4	\$ 592						6	\$ 956	\$ 4,616
3.2	Biological Resources Assessment		2	\$ 364	2	\$ 296						4	\$ 660	\$ 13,890
3.3	Cultural Resources Assessment		2	\$ 364	2	\$ 296						4	\$ 660	\$ 4,780
3.4	ISI/ Draft MND		2	\$ 364	4	\$ 592						6	\$ 956	\$ 14,486
3.5	Final MND		2	\$ 364	4	\$ 592						6	\$ 956	\$ 5,996
3.6	Project Management		0	\$ -	0	\$ -						-	\$ -	\$ 4,270
3.7	Meetings		0	\$ -	0	\$ -						-	\$ -	\$ 2,600
	Reimbursable Expenses													\$ 2,760
	SUBTOTAL ENVIRONMENTAL DESIGN		10	\$ 1,820	16	\$ 2,368	0	\$ -				26	\$ 4,188	\$ 53,398
4	PRELIMINARY DESIGN													
4.1	Develop Pond Geometry		2	\$ 364	6	\$ 888	4	\$ 312				12	\$ 1,564	\$ 1,564
4.2	Site Survey		2	\$ 364	4	\$ 592	0	\$ -				6	\$ 956	\$ 7,956
4.3	Design Layout		4	\$ 728	16	\$ 2,368	8	\$ 624		7,000		28	\$ 3,720	\$ 3,720
4.4	Deraft Report		4	\$ 728	12	\$ 1,776	8	\$ 624				24	\$ 3,128	\$ 3,128
4.5	Final Report		2	\$ 364	8	\$ 1,184	0	\$ -				10	\$ 1,548	\$ 1,548
	SUBTOTAL PRELIMINARY DESIGN		14	\$ 2,548	46	\$ 6,808	20	\$ 1,560		7,000		80	\$ 10,916	\$ 17,916
5	FINAL DESIGN													
5.1	Prepare 40% Contract Documents		6	\$ 1,092	56	\$ 8,288	24	\$ 1,872		1,800		86	\$ 11,252	\$ 13,052
5.2	Prepare 40% Design Cost Estimate		2	\$ 364	4	\$ 592	0	\$ -				6	\$ 956	\$ 956
5.3	Prepare 90% Contract Documents		6	\$ 1,092	42	\$ 6,216	20	\$ 1,560				68	\$ 8,868	\$ 8,868
5.4	Prepare 90% Cost Estimate		2	\$ 364	4	\$ 592	0	\$ -				6	\$ 956	\$ 956
5.5	Prepare 100% Contract Documents		6	\$ 1,092	28	\$ 4,144	16	\$ 1,248				50	\$ 6,484	\$ 6,484
5.6	Prepare 100% Cost Estimate		2	\$ 364	4	\$ 592	0	\$ -				6	\$ 956	\$ 956
5.7	Submit Contract Docs for Permit		0	\$ -	4	\$ 592	0	\$ -				4	\$ 592	\$ 592
5.8	Respond to Permit Comments		4	\$ 728	24	\$ 3,552	12	\$ 936				40	\$ 5,216	\$ 5,216
5.9	Prepare Bid Documents		4	\$ 728	12	\$ 1,776	20	\$ 1,560				36	\$ 4,064	\$ 4,064
5.10	Prepare Final Project Cost Estimate		2	\$ 364	4	\$ 592	0	\$ -				6	\$ 956	\$ 956
5.11	Optional Task(s)		20	\$ 3,640	80	\$ 11,840	0	\$ -				100	\$ 15,480	\$ 15,480
	SUBTOTAL FINAL DESIGN		54	\$ 9,828	262	\$ 38,776	92	\$ 7,176		1,800		408	\$ 55,780	\$ 57,580
6.1	PROJECT MANAGEMENT													
	Project Management		8	\$ 1,456	24	\$ 3,552	0	\$ -				32	\$ 5,008	\$ 5,008
	Other Direct Costs													\$ 4,000
	Total Project		76	\$ 13,832	332	\$ 49,136	112	\$ 8,736		8,800		520	\$ 71,704	\$ 189,874

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 6**  
**Date: December 2, 2015**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jeffrey R. Epp, City Attorney  
**SUBJECT:** City Council Member and Mayor Compensation

RECOMMENDATION:

Adopt Ordinance No. 2015-24 amending Section 2-28 of the Escondido Municipal Code to increase the salary for the City Council Members from \$1,725.97 per month to \$1,898.57 per month, effective on the date the City Council Members elected in 2016 are sworn into office.

FISCAL ANALYSIS:

Adoption of the salary adjustment would result in an annual increase to the General Fund budget of \$18,560 as of December 2016.

DISCUSSION

Section B(9) of the City Council Rules and Policies provides that the salary for the Mayor and City Council Members shall be considered during December of odd-numbered years. This allows the City Council to consider adopting an Ordinance to increase the Council salary to be effective after the next municipal election and account for each of the two years since the last increase became effective.

The subject of salaries for City Council Members is controlled by California Government Code Sections 36516 and 36516.5. Under Section 36516(c), any salary increases must be adopted by ordinance, and cannot exceed five percent for each calendar year calculated from the operative date of the last increase. Amounts paid by the city for retirement, health and welfare are not included in these computations, provided the same benefits are available and paid by the city for its employees. Future, automatic increases are not permitted. Salary increases for City Council Members, regardless of when adopted, cannot take effect until one or more members commences a new term of office.

The last increase in City Council Member salaries was adopted in 2013. The City Council approved Ordinance 2013-16 which amended Section 2-28 of the Escondido Municipal Code to increase the compensation of City Council Members to \$1725.97 per month. This salary

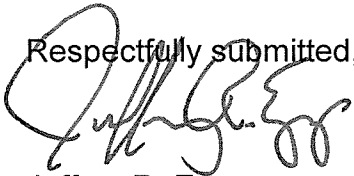


adjustment was effective in December, 2014. Pursuant to State law, the City Council can increase its monthly salary by ten percent, five percent for each calendar year calculated from the effective date of the last increase. A ten percent increase will change the salary for the City Council Members from \$1,725.97 per month to \$1,898.57 per month, effective on the date the City Council Members elected in 2016 are sworn into office. Pursuant to Escondido Municipal Code Section 2-28(b), the Mayor's salary would also increase by the same percentage set forth in any ordinance adopted which provides for City Council salaries. The Mayor's current salary is \$4,871.97 per month. A ten percent increase in the Mayor's salary would result in a monthly salary of \$5,359.17.

In recent years, the Mayor and Council Members have participated in certain citywide adjustments to reduce the cost of retirement and benefits. The Mayor and Council Members no longer receive any salary for housing or redevelopment matters.

State law supports adopting Ordinance 2015-24 amending Section 2-28 of the Escondido Municipal Code to increase the salary for the City Council Members, with a commensurate increase in the Mayor's salary, effective on the date the City Council Members elected in 2016 are sworn into office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey R. Epp". The signature is written in a cursive, flowing style.

Jeffrey R. Epp  
City Attorney

ORDINANCE NO. 2015-24

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AMENDING SECTION 2-28 OF THE  
ESCONDIDO MUNICIPAL CODE, AMENDING  
THE SALARY SCHEDULE FOR THE CITY  
COUNCIL MEMBERS

WHEREAS, the last adjustment of the salary of the City Council was effective December 2014, pursuant to Ordinance No. 2013-16; and

WHEREAS, Section 36516 of the Government Code permits annual five percent increases in Council salaries provided that the effective date of an adjustment in the salaries of the City Council Members must be delayed until one or more Council Members commences a new term of office; and

WHEREAS, the current salary for City Council Members is \$1,725.97 per month, as set by Escondido Municipal Code Section 2-28.

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

SECTION 1. That the above recitations are true.

SECTION 2. Section 2-28 of the Escondido Municipal Code is hereby amended to read as follows:

**Section 2-28. Compensation of Members.**

(a) Effective on the date the City Council members to be elected at the 2016 Regular Municipal Election are sworn into office, the members of the City Council shall receive a monthly salary of \$1,898.57 per month in accordance with the provisions of Section 36516 of the Government Code.

(b) In addition to the salary provided for council members in subsection (a), the mayor of the City of Escondido shall receive a monthly salary of \$5,359.17, in accordance with the provisions of Section 36516.1 of the California Government Code. The salary provided by this subsection shall increase by the same percentage set forth in any ordinance adopted which provides for city council salaries.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional 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 hereof.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. 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, in accordance with Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 7**

**Date: December 2, 2015**

**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:** Notice of Completion for the Elm Street Improvement Project

**RECOMMENDATION:**

It is requested that Council approve and accept the Elm Street Improvement Project and authorize staff to file a Notice of Completion for the project located on Elm Street between East Washington Avenue and the Escondido Creek Trail.

**FISCAL ANALYSIS:**

The City of Escondido receives annual formula allocations of Community Development Block Grant (CDBG) funding, from the U.S. Department of Housing and Urban Development (HUD). This project was fully funded with CDBG allocations and did not impact the general fund.

**COUNCIL ACTION PLAN:**

This item relates to the City Council's Action Plan regarding Neighborhood Improvement.

**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.

On November 19, 2014, Council adopted Resolution No. 2014-169 authorizing the bid award to LB Civil Construction.

On April 8, 2015, Council approved a budget increase for the Elm Street Improvement Project in the amount of \$65,000.

BACKGROUND:

The Elm Street Improvement Project consisted of full street improvements including paving, sidewalk, curb and gutter, streetlights and fencing as well as the upsizing of both existing water and sewer mains. The street improvement extended on Elm Street from East Washington Avenue to the Escondido Creek Trail. The project was finalized by Engineering on April 30, 2015, with a final cost of \$591,630.46

Respectfully submitted,

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

  
Danielle M. Lopez  
Neighborhood Services Manager

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**     **DENIED**

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

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

**Agenda Item No.:** 8  
**Date:** December 2, 2015

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Debra Lundy, Real Property Manager  
**SUBJECT:** Grant of Easement Deed to San Diego Gas & Electric Company for Installation and Maintenance of Overhead Electric Facilities and Appurtenances Adjacent to El Norte Parkway

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-206 authorizing the Real Property Manager to execute an Easement Deed for the benefit of San Diego Gas & Electric Company ("SDG&E") for installation and maintenance of overhead electric facilities and appurtenances.

FISCAL ANALYSIS:

N/A

PREVIOUS ACTION:

N/A

BACKGROUND:

As part of the City's El Norte Bridge Project, SDG&E and existing communications facilities will be relocating existing overhead lines and related facilities temporarily onto City property. Once the bridge has been completed, the utility facilities will be converted to underground. This easement will be quitclaimed back to the City upon permanent relocation of SDG&E's facilities underground within the franchise area. As this relocation is for the benefit of the City's project, no compensation is being contemplated for the easement.

Respectfully submitted,

  
Debra Lundy  
Real Property Manager

RESOLUTION NO. 2015-206

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 GRANT OF EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY FOR INSTALLATION OF OVERHEAD ELECTRIC FACILITIES AND APPURTENANCES

WHEREAS, real property identified as Assessor's Parcel Number 2235-160-30 is owned by the City of Escondido; and

WHEREAS, San Diego Gas & Electric ("SDG&E") is being asked by the City to relocate an existing overhead transmission line and existing communication facilities for its El Norte Bridge Project; and

WHEREAS, until the El Norte Bridge Project is completed and the SDG&E facilities can permanently relocate within the franchise, the City and SDG&E would like to temporarily relocate said facilities on the subject property; and

WHEREAS, SDG&E will quitclaim back to the City this easement once it relocates to its permanent location in the franchise area within the bridge; and

WHEREAS, the temporary use of the subject property will not impact the City's property or operations; and

WHEREAS, to accomplish the overhead electric line relocation required by the El Norte Bridge Project, the City wishes to approve the grant of Easement Deed to SDG&E ("Easement").

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

1. That the above recitations are true and correct.
2. That the Real Property Manager is authorized to execute, on behalf of the City, the attached Easement Deed which is attached as Exhibit "A" and is incorporated by this reference.



Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
P O Box 129831  
San Diego, CA 92123-1569  
Attn: Real Estate Records - SD1170

SPACE ABOVE FOR RECORDER'S USE

Project No.: 852621-160  
Const. No.: 2465822  
A.P.N.: 225-160-30

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

**RW 362252**

EASEMENT

CITY OF ESCONDIDO, A MUNICIPAL CORPORATION, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables and appurtenances for the transmission and distribution of electricity.
2. Underground facilities and appurtenances for the transmission and distribution of electricity.
3. Existing Cox Communication and AT&T Communication facilities, overhead and/or underground and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

Those portions of Lots 3 and 4 of Section 12, Township 12 South, Range 2 West, San Bernardino Meridian, more particularly described in a Deed recorded December 15, 1971 at File/Page No. 291662 of Official Records of said County of San Diego.

The easement in the aforesaid lands shall be 12.00 feet in width, being 6.00 feet on each side of the center line of the facilities to be installed, the approximate location being shown and delineated as "UTILITY FACILITIES" on the Exhibit "A", attached hereto and made a part hereof.

The purpose of this easement is to accommodate the relocation of existing facilities until such time the Grantor's project has been completed and at which time upon receipt of written request from Grantor, this easement will be quitclaimed by Grantee, provided that the facilities have been removed.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor grants to Grantee the right to erect and maintain on Grantor's property adjacent to this easement such anchorage as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF ESCONDIDO, A MUNICIPAL CORPORATION

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

Name: \_\_\_\_\_  
PRINT NAME

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_  
PRINT NAME

Title: \_\_\_\_\_

Drawn: BCorbilla

Checked: \_\_\_\_\_

Date: 09/16/15 (REV) 10/01/15 (REV) 10/22/15 (REV) 10/29/15

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,

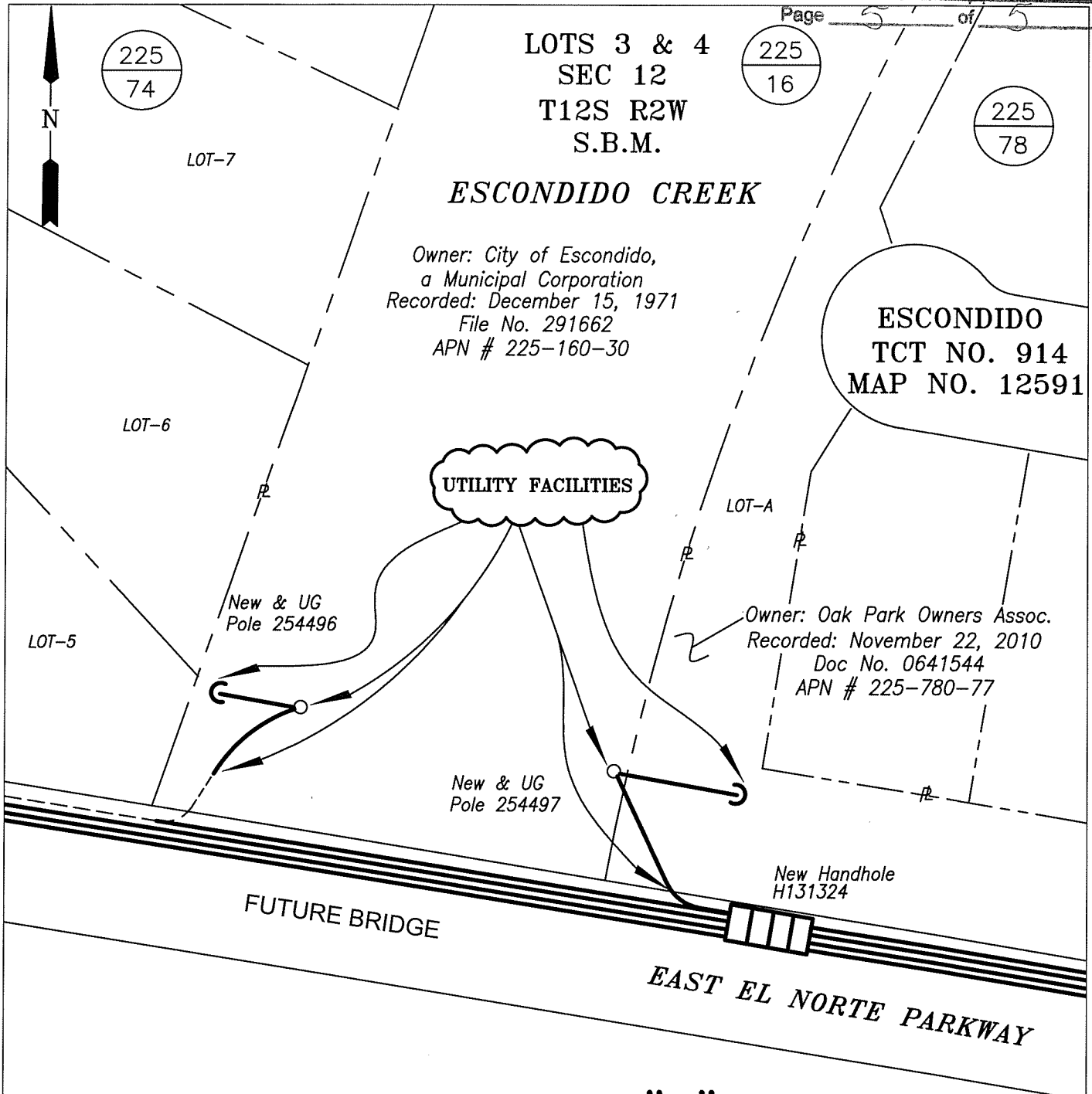
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



**OH & UG ELEC.**

**EXHIBIT "A"**

REF: WO 2667180  
 RW 154587

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: K.HOMES	OK TO INSTALL:	PROJECT NO. 852621-160
<b>EL NORTE PARKWAY BRIDGE</b> <b>20 C CONVERSION RELOCATION</b> <b>EAST WASHINGTON AVE - ESCONDIDO</b> SAN DIEGO COUNTY		SURVEYED BY: NONE	R/W OK:	CONST. NO. 2465822
		DRAWN BY: BCorbilla	DATE: THOS. BROS. 1110-E6	DRAWING NO. <b>N/A</b>
		DATE: 09/15/2015		
		SCALE: SAN DIEGO		
NO.	SUPPLEMENTS	DATE:	BY:	APP'D

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 9**

**Date: December 2, 2015**

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

**FROM:** Michael Lowry, Fire Chief

**SUBJECT:** Fiscal Year 2015 State Homeland Security Grant Program (SHSGP) Grant Acceptance

**RECOMMENDATION:**

It is requested that Council accept \$117,753 in funding from the Department of Homeland Security (DHS) for the FY15 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 \$117,753 and funds will be used for the following items:

- \$58,877 – Strengthen Communications Capabilities: Funds will be used to purchase Project 25 (P25) replacement portable radios for police first responders.
- \$12,000 – Enhance Catastrophic Incident Planning, Response and Recovery: Funds will be used to purchase the staffing hardware and software, which will provide emergency managers the ability to staff fire engines, fire trucks, and ambulances with off duty personnel.
- \$46,876 – 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 FY14. The most recent Council action was taken on November 19, 2014 when Council authorized the acceptance of the FY14 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 FY15 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 FY15 SHSGP funds will be used to continue strengthening and sustaining the City's preparedness capabilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Lowry", written in a cursive style.

Michael Lowry  
Fire Chief



**CITY OF ESCONDIDO**  
**BUDGET ADJUSTMENT REQUEST**

Date of Request: November 5, 2015  
 Department: Fire Department  
 Division: Administration  
 Project/Budget Manager: Lisa Bertrand 5407  
   Name   Extension  
 Council Date (if applicable): December 2, 2015  
    (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
<i>EM</i> SHSGP - Equipment	451 - New Project	91,390	
SHSGP - Planning	451 - New Project	26,363	
Federal Grant - Revenue	4128-451	117,753	

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 \$117,753 from the Department of Homeland Security (DHS) for the FY2015 State Homeland Security Grant Program (SHSGP).

**APPROVALS**

	<u>11/9/15</u>	_____	_____
Department Head	Date	City Manager	Date
	<u>11/18/15</u>	_____	_____
Finance	Date	City Clerk	Date

Distribution (after approval):   Original: Finance





*Item # 10*

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 10**  
**Date: December 2, 2015**

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

**FROM:** Russ Knowles, Deputy Fire Chief

**SUBJECT:** Purchase One (1) KME Type VI Brush Engine

**RECOMMENDATION:**

It is requested that City Council adopt Resolution No. 2015-213 authorizing the Fleet Services Division to purchase one (1) KME Type VI Brush Engine in the amount of \$263,157.33 through a Cooperative Purchase Contract with the City of Los Angeles.

**FISCAL ANALYSIS:**

Sufficient funds are available in the Fleet Services Vehicle Replacement account.

\$243,626.00	KME Type VI Brush Engine
\$ 19,490.08	California Sales and Use Tax
\$ 12.25	Tire Tax
\$ 29.00	DMV Fee
<u>\$263,157.33</u>	Total

**BACKGROUND:**

An existing 1991 Type III International Brush Engine is being replaced due to exceeding its standard service life expectancy of twenty years and its current mechanical condition. Over the last several years Fire Department staff has been evaluating the operational needs of fighting wildland fires. We have determined the traditional Type III Brush Engine that Fire Departments have historically used is no longer the only solution that can be used to fight wildland fire incidents. Type III Brush Engines have continued to grow larger in height and length diminishing the usefulness in the wildland fire environment. In addition, Type III Brush Engines typically cost \$400,000 dollars and above. Fire Department staff feels that by switching some of the fleets Type III Brush Engines to the smaller Type VI Brush Engines we will enhance our capabilities and provide more flexibility in the deployment of resources to wildland fire incidents.

KME Type VI Brush Engine  
December 2, 2015  
Page 2

Upon approval from the Council, this KME Type VI Brush Engine will be purchased through a Cooperative Purchasing Contract with the City of Los Angeles in the amount of \$263,157.33. Article 5 Chapter 10 of the City of Escondido's Municipal Code authorizes the purchase of supplies and equipment utilizing cooperative purchase programs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Russ Knowles". The signature is fluid and cursive, with a long horizontal stroke at the end.

Russ Knowles  
Deputy Fire Chief

RESOLUTION NO. 2015-213

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE PURCHASE OF ONE  
KME TYPE VI BRUSH ENGINE BY UTILIZING  
A COOPERATIVE PURCHASE CONTRACT  
WITH THE CITY OF LOS ANGELES,  
CALIFORNIA

WHEREAS, the Fire Department is replacing one (1) existing 1991 International Type III Brush Engine due to exceeding the standard life expectancy of twenty (20) years and its current mechanical condition; and

WHEREAS, staff evaluated wildland firefighting operations and concluded that a KME Type VI Brush Engine would complement wildland firefighting responses in the City of Escondido and surrounding areas; and

WHEREAS, the KME Type VI Brush Engine increases wildland firefighting capabilities and flexibility at a reduced cost; and

WHEREAS, KME is the manufacturer of the KME Type VI Brush Engine; and

WHEREAS, the City of Los Angeles conducted a competitive bid process for a Type VI Brush Engine and KME was deemed to be the lowest responsive bidder; and

WHEREAS, the City is utilizing cooperative purchasing with the City of Los Angeles, and as per the Escondido Municipal Code Chapter 10 Article 5 Section 10-90, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, sufficient funds are located in the Fleet Services Vehicle Replacement Fund, Account No. 5208-653-715; and

WHEREAS, staff recommends purchasing one (1) KME Type VI Brush Engine in the amount of \$263,157.33 which includes sales tax and all other fees; and

WHEREAS, the City Council desires at this time and deems it to be the best public interest to authorize the purchase from KME.

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

1. That the above recitations are true.
2. That the City Council is authorized to approve on behalf of the City, the Cooperative Purchase through the City of Los Angeles, as allowed per Escondido Municipal Code Chapter 10 Article 5 Section 10-90.
3. That the City Council authorizes Fleet Services Division to purchase one (1) KME Type VI Brush Engine in the amount of \$263,157.33, which includes sales tax and all other fees.

ORDINANCE NO. 2015-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN FOR A MIXED-USE DEVELOPMENT CONSISTING OF 33 RESIDENTIAL UNITS AND 1,175 SF OF COMMERCIAL SPACE ON APPROXIMATELY 1.0 ACRE OF LAND LOCATED ON THE EASTERN SIDE OF SOUTH ESCONDIDO BOULEVARD, SOUTH OF 15TH AVENUE, ADDRESSED AS 1560-1576 SOUTH ESCONDIDO BOULEVARD

Planning Case Nos.: PHG15-0009 AND SUB15-0008

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 a public hearing has been held before the City Council on this issue.

SECTION 2. On October 13, 2015, the Planning Commission recommended approval of the proposed Master and Precise Development Plan to develop 33 residential units and 1,175 SF of commercial space on the 1.0-acre subject site.

SECTION 3. That the City Council has reviewed and considered the Notice of Exemption and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving the project.

SECTION 4. That upon consideration of the Findings of Fact, attached as Exhibit "A" and incorporated by this reference, the staff report, Planning Commission recommendation, and all public testimony presented at the hearing held on this project,

A COMPLETE COPY OF THIS  
ORDINANCE IS ON FILE IN THE OFFICE  
OF THE CITY CLERK FOR YOUR  
REVIEW.



**Item # 12**

***Item # 12***

## RENT REVIEW BOARD

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 12**  
**Date: December 2, 2015**

**TO:** Honorable Chairman and Members of the Rent Review Board

**FROM:** Jay Petrek, Director of Community Development

**SUBJECT:** Short-form Rent Increase Application for Greencrest Mobilehome Park (File Number 0697-20-10047)

### RECOMMENDATION:

- Consider the short-form rent increase application submitted by Greencrest Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2015-06 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 0.592% (an average of \$2.76) for the period of June 30, 2014 to June 30, 2015.

### INTRODUCTION:

Greencrest Mobilehome Park ("Park"), located at 541 W. 15<sup>th</sup> Avenue, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

### THE RENT INCREASE APPLICATION:

Greencrest is a family park which has a total of 129 spaces with 70 spaces subject to rent control. The Park is requesting an increase for the 70 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, or are vacant. The amenities available for the residents include a clubhouse, pool, playground, and laundry facilities. In the past year, management has made improvements to the clubhouse including installing new tile floors, remodeling the kitchen and installing a new bathroom.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.



PARK OWNER'S REQUEST:

The Park is requesting an increase of 75% of the change in Consumer Price Index for the period of June 30, 2014 to June 30, 2015. Seventy-five percent of the change in the CPI for the period of consideration is 0.592%. The average monthly rent for the residents that are affected by this application is \$445.69. The average monthly increase requested for the 70 spaces is approximately \$2.76 per space, per month.

This is the fourteenth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in December 2014 for an average amount of \$7.70 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on Monday, October 19, 2015, at 6:00 p.m. Three residents attended the meeting. The meeting was also attended by the Park management and City staff. Residents were briefed on the rent control procedures and process. Residents did not express any concerns. There were no volunteers to act as the resident representative.

CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Exhibit A." The Owner and Owner's representative received a copy of the Report, and were made aware that no rent increase, if granted, may be implemented until the Health and Safety Code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

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

Respectfully Submitted,



Jay Petrek  
Director of Community Development



Karen Youel  
Management Analyst



October 29, 2015

**MOBILEHOME PARK RENT CONTROL**  
**CODE ENFORCEMENT INSPECTION REPORT**

**Park Name:** Greencrest Mobile Home Park  
541 W. 15<sup>th</sup> Ave.  
Escondido, CA. 92025

**Park Owner:** Greencrest Mobile Home Park LLC  
8 Pinehurst Ln  
New Port Beach, CA. 92660

**Park Managers:** Jim Younce                      **Phone:** (760) 745-4352  
Leticia Amavisca

**Inspection Date:** October 28, 2015              **Inspector:** Andrew Modglin

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

**General Violations:**

1. Install an electrical cover plate on the outlet in the storage closet of the clubhouse. **25 CCR 1605 (d) (1).**
2. The cloth weed barrier underneath the bark in the playground area is protruding which creates a trip hazard. **25 CCR 1102(a).**

3. Install two light covers on the exterior light fixtures of the park office. **25 CCR 1102(a)**
4. There has been a bathroom and storage closet installed in the clubhouse. Obtain a building permit from the building department with the city to legalize the addition. **25 CCR 1018(a)**

**Areas of the park needing illumination per 25 CCR 1108**

**(Lighting Inspection; 10-28-15)**

No lighting violations noted.

RESOLUTION NO. RRB 2015-06

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

541 W 15th Avenue, Escondido, CA  
File Number 0697-20-10047

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

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

WHEREAS, a Short-form Rent Increase Application ("Application") pursuant to Section 12 of the Rent Review Board Guidelines was filed on October 5, 2015, by Bart Thomsen, the Owner of Greencrest Mobilehome Park ("Park"), located at 541 W. 15th Avenue in Escondido. The Application applies to 70 of the 129 spaces; and

WHEREAS, this is the fourteenth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the Board in December 2014. The previous increase affected 67 spaces; the average increase was \$7.70 per space, per month; and

WHEREAS, at the time of the current Application, the average monthly space rent was \$445.69 for the 70 spaces subject to rent control. The owner requested a rent increase in the amount of 75% of the change in the Consumer Price Index ("CPI") for the

period June 30, 2014 through June 30, 2015, in accordance with the Rent Review Board short-form policy guidelines. The Application estimated this amount to be an average of \$2.76 (0.592%) per space, per month; and

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

WHEREAS, on October 28, 2015, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed in the Park; and

WHEREAS, on December 2, 2015, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 0.592%, an average of \$2.76 per space, per month, for the 70 spaces which are subject to rent control.

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

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").

3. That following the Guidelines, an increase based on 75% of the change in the CPI for San Diego County from June 30, 2014 through June 30, 2015, would amount to 0.529%, which averages \$2.76 per space, per month, for the 70 spaces that are subject to rent control.

4. That the Board concluded that an increase of \$2.76 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

5. That the short-form rent increase ("Increase") may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected in compliance with the various state and local code sections as noted in the Inspection Report.

6. That the Increase may be implemented only upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution and upon the City's certification that all health and safety code violations noted in the Inspection Report have been corrected in compliance with the various state and local code sections as noted in the Inspection Report.

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 13**  
**Date: December 2, 2015**

**TO:** Honorable Mayor and City Council  
**FROM:** Jay Petrek, Director of Community Development  
**SUBJECT:** Local Register Designation and Mills Act Contracts for the Property at 423 South Ivy Street (Case HP 15-0002).  
**APPLICANTS:** Jesse M. Hanwit

RECOMMENDATION:

1. Approve listing the structures on the City's Local Register by adopting Resolution No. 2015-200.
2. Authorize entering into Mills Act Contracts by adopting Resolution No. 2015-200.
3. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS:

In compliance with CEQA Section 15331, "Historical Resource Restoration/ Rehabilitation", a Notice of Exemption was prepared on October 5, 2015.

FISCAL ANALYSIS:

Approval of Mills Act Contracts would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City on this property is estimated to be less than \$200. The City has currently entered into 85 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$20,000.

GENERAL PLAN ANALYSIS:

The property is located within the Downtown Specific Plan (SPA-9) land use category of the General Plan. Historic & Cultural Resources Policy VII.G encourages the preservation of buildings and areas with special and recognized historic and architectural value. Chapter IV of the Downtown Specific Plan provides further standards and guidelines requiring the preservation of all historic structures found within each of its Districts.

ZONING:

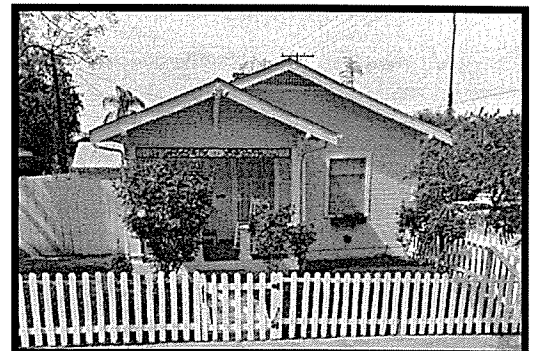
The property is located within the Southern Gateway (SG) district of the Downtown Specific Plan (SPA-9). It is also within the Downtown Specific Plan's Adaptive Reuse overlay.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission (HPC) voted unanimously to recommend approval of adding the structures to the Local Register Listing and entering into a Mills Act Contract on October 6, 2015.

BACKGROUND:

The subject property, addressed as 423 South Ivy Street (APN 229-501-0700), is .078 acre on the southwest corner of South Ivy Street and the alley between East 4<sup>th</sup> Avenue and East 5<sup>th</sup> Avenue. The



property includes an 888 SF unaltered California Bungalow built in 1923 and a small garage that was added in the rear later. The house was first owned by the Turrentines, a prominent family in Escondido's history dating back to the late 1800s. The family included Judge John N. Turrentine and Lloyd I. Turrentine, one of the City's mayors. The property was later owned by the Carroll family. The Carroll's son, Army Coronel Bernard G. Carroll Jr. was the creator of the "Eternal Flame" which marks late President John F. Kennedy's grave in Arlington Cemetery.

#### ANALYSIS:

##### Escondido Historical/Cultural Resources Survey:

The applicant has conducted the required historic research and data collection, and has provided the information on the required State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate for the purpose of determining the appropriateness of adding the structure to the Local Register.

##### Local Register Listing:

Requests for listing resources on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request and receive property owner consent. Historic resources are evaluated against seven criteria and must meet at least two of the seven. Staff recommends listing the property on the Local Register of Historic Places since it meets three of the seven criteria based on the following criteria found in Article 40, Sec. 33-794 of the Zoning Code:

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history, prehistory, or development of the City of Escondido, region, state or nation.
  - *The residence was occupied by individuals and families important to the City's and nation's history.*
2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.
  - *The existing California Bungalow is as originally built in 1923 and is a good example of this period architecture.*
5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.
  - *The structure was built circa 1923 and is currently 92 years old.*

##### Mills Act Contract:

The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and it is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements (see Attachment 'B' of the contract). Under the terms of the Mills Act, owners are required to list appropriate improvement projects they plan in the future with prior HPC or Planning Division approval. All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review and issuance of a Certificate of Appropriateness.



HP 15-0002  
December 2, 2015  
Page 3

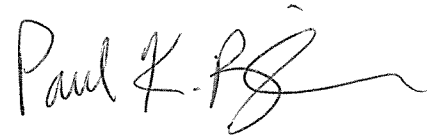
CONCLUSION:

By designating the structure on the Local Register, the Council will be furthering the preservation of historic resources associated with the history of Escondido. By approving the Mills Act Contract, the City would be incurring a relatively small loss per year of property tax revenue. This will provide the property owner a tax savings that will be earmarked for preserving the property.

Respectfully submitted,



Jay Petrek  
Director of Community Development



Paul K. Bingham  
Assistant Planner II

**ATTACHMENT "A"**

**LEGAL  
DESCRIPTION**

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

Lot D of the resubdivision of Lots 6, 7 and 8 and that portion of the westerly 15 feet of Ivy Street, adjoining said lot 8, all in block 8 of Escondido, in the City of Escondido, County of San Diego, State of California, according to the Map thereof No. 1769, filed in the Office of the County Recorder of San Diego County, November 21, 1923.

APN: 229-501-0700

## **ATTACHMENT "B"**

### **Mills Act Application List of Improvements**

Property Address: 423 South Ivy Street  
Property Owner: Jesse M. Hanwit

1. Repaint exterior with period-appropriate colors
2. Trim existing trees back away from structures.
3. Replace house roof.
4. Relandscape both front and back of property to control erosion. Design will eliminate lawn and incorporate more drought tolerant plants.
5. Remodel of existing bathroom to eliminate leaks, water intrusion and dry rot.
6. Repaint and repair/replace property fencing as needed.
7. Repair original windows so all are in working order.
8. Removal of the non-period appropriate ornamental iron on the porch.
9. Repair/replace porch floor as needed.



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: Chief Deputy Recorder Clerk  
 1600 Pacific Highway, Room 260  
 San Diego, CA 92101

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

**Project Title/Case No.:** HP 15-0002

**Project Location - specific:** Addressed as 423 South Ivy Street (APN 229-501-0700), located on the west side of South Ivy Street at the alley between East Fourth Avenue and East Fifth Avenue.

**Project Location - City:** Escondido, **Project Location - County:** San Diego

**Description of Project:**

To approve listing the .078-acre subject property on the City's Local Register of Historic Places and entering into a Mills Act Contract in the Southern Gateway district (SG), located in the Downtown Specific Plan (SPA-9) land use designation of the General Plan.

**Name of Public Agency Approving Project:** City of Escondido

**Name(s) of Person or Agency Carrying Out Project:**

Names: Jesse M. Hanwit

Telephone: (541) 941-9548

Address: 423 South Ivy Street, Escondido, CA 92025

Private entity     School district     Local public agency     State agency     Other special district

**Exempt Status:**

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation

**Reasons why project is exempt:**

1. The project is within the Southern Gateway district (SG), located in the Downtown Specific Plan (SPA-9) land use designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

**Lead Agency Contact Person:** Paul K. Bingham

Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham  
 Assistant Planner

Oct. 5, 2015  
 Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

HP 15-0002

*THIS SPACE FOR RECORDER'S USE ONLY*

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Jesse M. Hanwit (hereinafter referred to as "the OWNER").

**Recitals**

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and
3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and
4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

**Agreement**

NOW THEREFORE, both the CITY and the OWNER, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

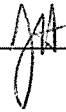
d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

 OWNER'S INITIALS

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

 OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1<sup>st</sup> of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10<sup>th</sup>) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

JA OWNER'S INITIALS

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

JA OWNER'S INITIALS

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this



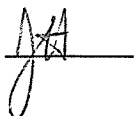
Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

 OWNER'S INITIALS

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

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

OWNER: Jesse M. Hanwit  
423 South Ivy Street  
Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

*(Remainder of page left intentionally blank.)*

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

**CITY OF ESCONDIDO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sam Abed, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Diane Halverson, City Clerk

**OWNER**

Dated: 11/19/15

By: Jesse M. Hanwit  
Jesse M. Hanwit  
(This signature must be notarized.)

APPROVED AS TO FORM:

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

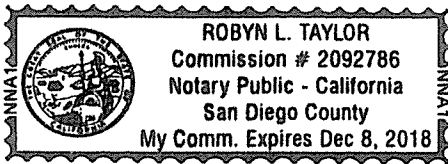
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Diego )
On November 19, 2015 before me, Robyn L. Taylor, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jesse M. Hanwit
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Robyn L. Taylor
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
Corporate Officer - Title(s): Corporate Officer - Title(s):
Partner - Limited General Partner - Limited General
Individual Attorney in Fact Individual Attorney in Fact
Trustee Guardian or Conservator Trustee Guardian or Conservator
Other: Other:
Signer Is Representing: Signer Is Representing:

**HISTORIC PRESERVATION  
COMMISSION**

**Agenda Item No.: G.2  
Date: October 6, 2015**

**TO:** Historic Preservation Commission

**FROM:** Paul Bingham, Assistant Planner II

**REQUESTS:** Residence addressed as 423 South Ivy Street (case number HP15-0002)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

**RECOMMENDATION:** Forward recommendations of approval to the City Council

**BACKGROUND:**

**City of Escondido Historical/Cultural Resources Survey**

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

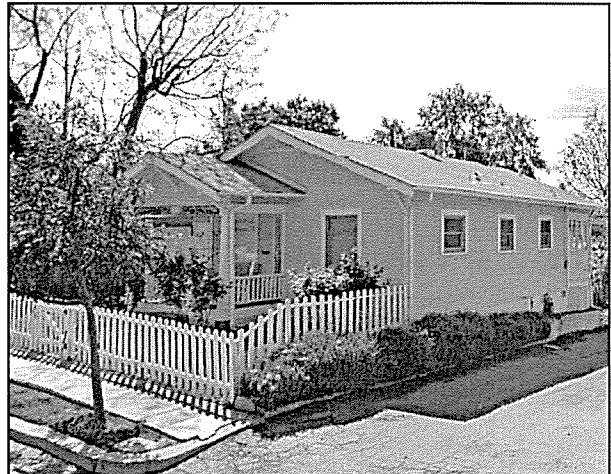
**Local Register of Historic Places Listing**

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

**Mills Act Contract and Property Applying**

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. The revised Historic Ordinance 92-409, adopted by Council on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

The subject property at 423 South Ivy Street (APN 229-501-0700) consists of .078 acre with an 888 SF unaltered California Bungalow built in 1923. A small garage covered in corrugated metal was added in the rear later. The house was first owned by the Turrentine family. The subsequent owners, the Carroll family, had a



son Army Col. Bernard G. Carroll Jr. who was the creator of the famous "Eternal Flame" that marks President John F. Kennedy's grave in Arlington Cemetery.

## **ANALYSIS**

### **Escondido Historical/Cultural Resources Survey**

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, includes historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

### **Local Register of Historic Places Listing**

This request by the current owner, Jesse M. Hanwit, is to consider placing this resource on the Local Register.

The residence meets the following three of seven criteria (*note that only two are required for Local Register listing approval*):

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history, prehistory, or development of the City of Escondido, region, state or nation.

*The residence was occupied by individuals and families important to the City's and nation's history.*

2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

*The existing California Bungalow built is as originally built in 1923 and is a good example of this period architecture.*

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

*The structure was built circa 1923 and is currently 92 years old*

### **Mills Act Contract**

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource. It is recommended that the Commission review the list of improvements and suggest further items if needed.

Respectfully Submitted,

Paul K. Bingham  
Assistant Planner II



## **Mills Act Application List of Improvements**

Property Address: 423 South Ivy Street  
Property Owner: Jesse M. Hanwit

1. Repaint exterior with period-appropriate colors
2. Trim existing trees back away from structures.
3. Replace house roof.
4. Relandscape both front and back of property to control erosion. Design will eliminate lawn and incorporate more drought tolerant plants.
5. Remodel of existing bathroom to eliminate leaks, water intrusion and dry rot.
6. Repaint and repair/replace property fencing as needed.

State of California --- The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 3 \*Resource Name or #: (Assigned by recorder) \_\_\_\_\_

P1. Other Identifier: \_\_\_\_\_

\*P2. Location:  Not for Publication  Unrestricted

a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad \_\_\_\_\_ Date \_\_\_\_\_ T \_\_\_\_\_; R \_\_\_\_\_; \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4 of Sec \_\_\_\_\_; \_\_\_\_\_ B.M.

c. Address 423 S. Ivy St. City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, \_\_\_\_\_ mE/ \_\_\_\_\_ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) parcel # 229-501-07

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Narrow clapboards sheath this single story rectangular home with a gabled roof running east (front) to west. An offset gabled porch, partially recessed, is placed in the front. The porch and house gables are decorated with triangular brackets and the house has a lath vent at the top of the gable. A picture window with plain transom is located to the north of the porch and the porch contains a matching window and multi-paned front door. Double-hung original wood frames are used on the sides. The house has 888 square feet.

\*P3b. Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

P5a. Photog



\*P5b. Description of Photo:  
view, date, accession #) front of house taken  
9/8/15

\*P6. Date Constructed/Age and Source:

Historic  Prehistoric  Both  
1923

\*P7. Owner and Address: \_\_\_\_\_

Jesse Hanwit 423 S. Ivy Street Escondido,  
CA 92025

\*P8. Recorded by:

(Name, affiliation, and address)  
\_\_\_\_\_  
\_\_\_\_\_

\*P9. Date Recorded: \_\_\_\_\_

\*P10. Survey Type: (Describe) \_\_\_\_\_

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") \_\_\_\_\_

\*Attachments:  NONE  Location Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List): \_\_\_\_\_

State of California -- The Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
 BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

\*NRHP Status Code \_\_\_\_\_

Page 2 of 3 \*Resource Name or #: (Assigned by recorder) \_\_\_\_\_

B1. Historic Name: \_\_\_\_\_

B2. Common Name: \_\_\_\_\_

B3. Original Use: residential

B4. Present Use: residential

\*B5. Architectural Style: California Bungalow

\*B6. Construction History: (Construction date, alterations, and date of alterations)

Built in 1923 the original structure has not been altered. A corrugated tin garage has been added at the rear of the property.

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features: \_\_\_\_\_

B9a. Architect: \_\_\_\_\_ b. Builder: \_\_\_\_\_

\*B10. Significance: Theme \_\_\_\_\_ Area: \_\_\_\_\_

Period of Significance: \_\_\_\_\_ Property Type: \_\_\_\_\_ Applicable Criteria: \_\_\_\_\_

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The bungalow showed up in America in the 1880s, scattered here and there and especially in New England. But it was its development in Southern California that paved the way for its new role as a year-round house, and turned it into the most popular house style American had ever known. Suburbs were developing and there was a need for "an innovative, small, single-family, simple but artistic dwelling; inexpensive, easily built, yet at the same time attractive to the new middle-class buyer." The term California Bungalow appeared in by 1905 and it was Stickley's appreciation of the Bungalow as an embodiment of Craftsman architectural ideals that gave it its wider appeal. Stickley's message had three major principles: simplicity, harmony with nature, and the promotion of craftsmanship. During this period, home ownership was becoming a realizable. A need existed for small and simple house that would look good even if plainly built and furnished and the California Bungalow met that need.

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):

NORTH



\*B12. References:

The Old-House Journal in the spring of 1985. Written by Patricia Poore.

B13. Remarks:

\*B14. Evaluator:

\*Date of Evaluation: \_\_\_\_\_

(This space reserved for official comments)



State of California -- The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
CONTINUATION SHEET

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 3 of 3 \*Resource Name or #: (Assigned by recorder) \_\_\_\_\_

Recorded by: \_\_\_\_\_ Date: \_\_\_\_\_

Continuation       Update

1. This California bungalow was built in 1924. Narrow clapboards sheath this single story rectangular house with a gabled roof running east (front) to west. An offset gabled porch, partially recessed, is placed in the front. The porch gable and house gable are decorated with triangular brackets and the house has a lath vent at the top of the gables. A picture window with plain transom is located to the north of the porch and the porch contains a matching window and a multi-paned front door. Double hung original wood framed windows are found on the sides. The house has 888 square feet.

2. No, it does not appear to have been altered.

3. The only threat to the structure is zoning.



*First American  
Title Company*

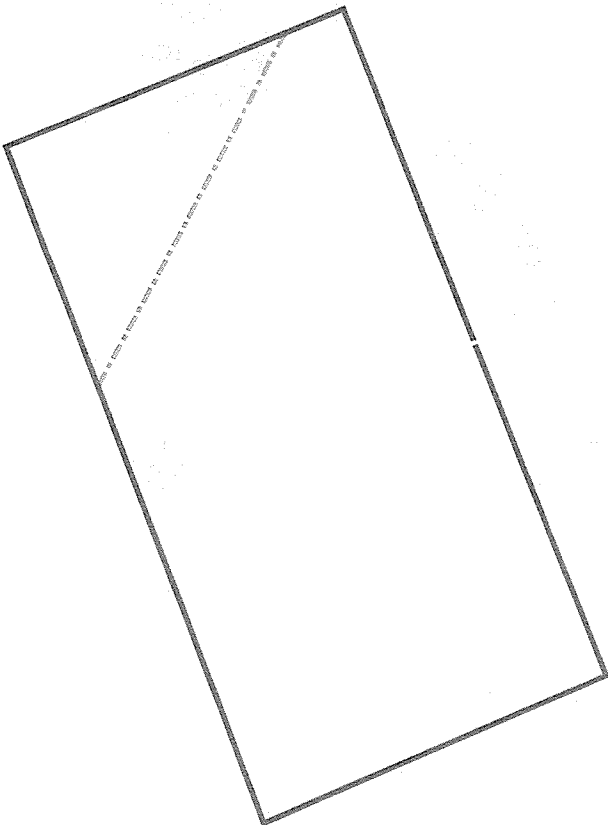
Reference No.: 4979756  
County: San Diego

**Plotted Easements**

**Legend**



12/23/1968 #224823  
(4' Wide-Public Utilities,  
Ingress & Egress)



Tax ID: 229-501-07-00

Short Legal: Lot D Tract Map #1769

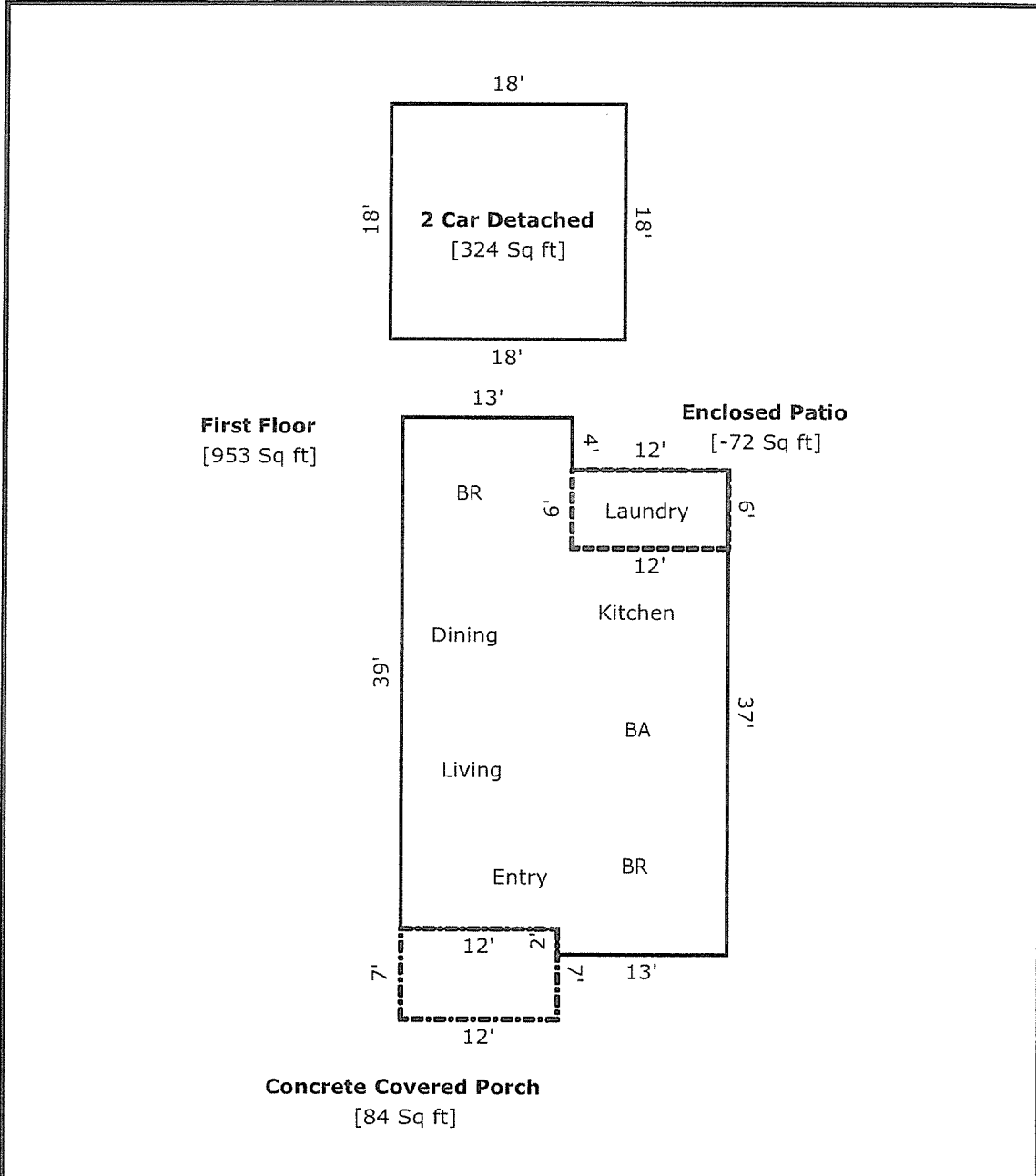


NOT TO SCALE

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

### Building Sketch

Borrower/Client	Hanwit, Jesse		
Property Address	423 S Ivy St		
City	Escondido	County	San Diego
		State	CA
		Zip Code	92025
Lender	Cornerstone Home Lending, Inc.		



TOTAL Sketch by a la mode, inc.

**Area Calculations Summary**

Living Area		Calculation Details
Enclosed Patio	-72 Sq ft	6 × 12 = 72
First Floor	953 Sq ft	37 × 12 = 444 1 × 2 = 2 13 × 39 = 507
<b>Total Living Area (Rounded):</b>	<b>881 Sq ft</b>	
<b>Non-living Area</b>		
Concrete Covered Porch	84 Sq ft	7 × 12 = 84
2 Car Detached	324 Sq ft	18 × 18 = 324

**Date Purchased**

**Buyer Information**

**11/13/23** Property purchased by **Lawrence Turrentine** and his wife **Carrie**, who was born in Illinois in 1894. They lived in San Diego County, California in 1920. He was the head of the household, 27 years old, and identified as white. Lawrence was born in California on Oct 22, 1892, and both of his parents were born in Tennessee. They could both read and write, and rented their residence. He died on April 25, 1985. Lawrence served in the US Navy from 5 Jun 1917-7 Jan 1919 during WW1. The Escondido Main Library, located on Kalmia Street about 2 1/2 blocks north of the Thomas/Turrentine house, has a meeting room named the Turrentine Room, indicating that the name is fairly prominent in the history of Escondido.

**11/31/25** **Bernard G. Carroll** lived in San Diego County, California in 1930. He was the head of the household, 36 years old, and identified as white. Bernard was born in California around 1894. His father was born in Ireland, and his mother was born in England. In 1930, Bernard was married to **Mary A. Carroll**, and they had three children named Bernard G., Jane E., and William. He died on Nov 17, 1947. His son, Retired Army Col. Bernard G. Carroll Jr., who created the eternal flame that marks President Kennedy's grave in Arlington National Cemetery, died in 2002 in La Jolla from complications after heart surgery. He was 83.

**10/6/31** **P.H. and Valeria Doughty** Phillip H Doughty was born in Oregon in 1902. His wife Valeria was born in 1897 in Colorado.

**4/27/33** **Evelyn Leu** lived in San Diego County, California in 1930. She was the head of the household's wife, 27 years old, and identified as white. Evelyn was born in North Dakota around 1903, and both of her parents were born in Austria. In 1930, Evelyn was married to **Edward E. Leu**. Edward was born in Washington on January 23, 1903 and died on November 4, 1971. His father was born in Ohio, and his mother was born in Kentucky.

**4/28/36** **Cloyd Garner** lived in San Diego County, California in 1930. He was the head of the household, 26 years old, and identified as white. Cloyd was born in Iowa around 1904, and both of his parents were born in Illinois. In 1930, Cloyd was married to **Eunice M. Garner**.

**12/2/42** **Arthur and Alma Peterson** Alma Peterson was born on November 19, 1897 and died on May 1, 1982 at the age of 84. Alma last resided in San Diego, San Diego County, California. She was married to Arthur Peterson who was born in 1916.

**2/11/42** **Bessie I. Smith** was born on February 1, 1909 and died on April 11, 1999 at the age of 90. Bessie last resided in San Diego, San Diego County, California.

**1/6/43** **Sarah Jones** and daughter **Carrie May Jones**. Sarah Jones was born in Ohio in 1860. She lives at 423 Ivy with her daughter who was 60 years of age when the house was purchased.

**3/7/62** **Harold Wells** and his son **Archie Meader Wells**. Archie was born in 1902 and died in 1985.

**9/4/64** **Elizabeth Wilson**, a widow, and her daughter **Ellen Bohannon**

**2/19/68** **John and Vera Leiterman** Vera was born in Oregon in 1902. John John was born in NY around 1895.



Date Purchased

Buyer Information

9/19/73 Mads Peder Molgard

9/13/77 Leja Minc

2/28/80 Patricia Chapman Patricia was born in 1947 and continues to live in Escondido.

4/15/80 Patricia sold half interest in the property to **John and Cathy Houck**

11/14/86 **Johnson T. Platt** is now 80 years old and is listed as an Officer with The Special Balloons, Ltd. in California. He continues to reside in Escondido.

11/4/87 Karen Lewis with Glenn and Rosemary Lewis. Rosemary is currently 82 and continues to live in Escondido.

8/30/94 Carl Villarreal

8/18/01 Christopher L and Amanda Montoya Varns

10/4/03 Teresa Chiarizia

12/12/05 Arthur Dodds and his wife, Mary Whitney Lyles

8/30/2011 Richard and Jean Koehler

9/22/15 Jesse Hanwit

City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name	Ser.No.
2. Common or Current Name	Nat'l. Reg. Status
3. Number & Street 423 South Ivy Street	Local Designation
	Local Ranking Individ. Signif.
	Cross-Corridor
City: Escondido Vicinity Only	Zip 92025 County: San Diego
4. UTM zone A E4930.00	B N36649.80 C Zone 11 D
5. Quad map No.	Parcel No. 229-501-07 Other

**DESCRIPTION**

6. Property Category If district, number of documented resources  
 7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

Narrow clapboards sheath this single story rectangular house with a gabled roof running east (front) to west. An offset gabled porch, partially recessed, is placed in the front. The porch gable and house gable are decorated with triangular brackets and the house has a lath vent at the top of the gable. A picture window with plain transom is located to the north of the porch and the porch contains a matching window and a multi-paned front door. Double-hung wood frame windows are used on the sides.  
 The architectural style is: California Bungalow  
 The condition is: good  
 The related features are: corrugated tin garage  
 The surroundings are: residential-commercial mix; densely built-up  
 The boundaries are:



8. Planning Agency  
 City of Escondido

9. Owner and Address  
 Patricia A. Chapman  
 P.O. Box 1682  
 Escondido

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats zoning

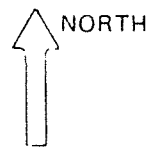
## HISTORICAL INFORMATION

14. Construction Date(s) c1915                      Original location unknown                      Date moved
15. Alterations & date none apparent
16. Architect unknown                      Builder unknown
17. Historic attributes (with number from list)

## SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture                      Area  
Period                      Property Type                      Context formally developed?
19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.
20. Sources
21. Applicable National Register criteria
22. Other Recognition:  
State Landmark Number
23. Evaluator  
Date of Evaluation 1990
24. Survey type
25. Survey name
26. Year Form Prepared 1983  
By(Name) Donald A. Cotton Associates  
Organization Revised by AEGIS 1990  
Address 111 Spring Street  
City & Zip Claremont, CA 91711  
Phone (714) 621 1207

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



RESOLUTION NO. 2015-200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, LISTING THE RESIDENTIAL STRUCTURE ON THE PROPERTY ADDRESSED AS 423 SOUTH IVY STREET ON THE CITY'S LOCAL REGISTER OF HISTORIC PLACES AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, AKA AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH JESSE M. HANWIT FOR THE PROPERTY LOCATED AT 423 SOUTH IVY STREET

Case No. HP 15-0002

WHEREAS, the City's Historic Resources Ordinance identifies seven criteria for properties to be listed on the City's Local Register of Historic Places; and

WHEREAS, properties eligible for listing on the Local Register must meet at least two of the seven criteria identified in the Ordinance; and

WHEREAS, the property located at 423 South Ivy Street has been evaluated against the criteria and has been found to be eligible for listing on the Local Register; and

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Jesse M. Hanwit has submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 423 South Ivy Street (APN 229-501-0700); and

WHEREAS, this property qualifies for a Mills Act Contract since it was recommended by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on October 6, 2015; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to list the historic residence located at 423 South Ivy Street on the City's Local Register of Historic Places and approve the Agreement for the property, as recommended by the Historic Preservation Commission on October 6, 2015.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to list the property on the City's Local Register of Historic Places and to execute, on behalf of the City, an Agreement with Jesse M. Hanwit for the property located at 423 South Ivy Street. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

Resolution No. 2015-200  
Exhibit A  
Page 1 of 11

HP 15-0002

*THIS SPACE FOR RECORDER'S USE ONLY*

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Jesse M. Hanwit (hereinafter referred to as "the OWNER").

**Recitals**

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and
3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and
4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

**Agreement**

NOW THEREFORE, both the CITY and the OWNER, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on



the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

\_\_\_\_\_ **OWNER'S INITIALS**

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

\_\_\_\_\_ **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1<sup>st</sup> of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10<sup>th</sup>) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

\_\_\_\_\_ **OWNER'S INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

\_\_\_\_\_ **OWNER'S INITIALS**

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

\_\_\_\_\_ **OWNER'S INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

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

OWNER: Jesse M. Hanwit  
423 South Ivy Street  
Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

*(Remainder of page left intentionally blank.)*

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

**CITY OF ESCONDIDO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sam Abed, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Diane Halverson, City Clerk

**OWNER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jesse M. Hanwit  
(This signature must be notarized.)

APPROVED AS TO FORM:

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

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

**ATTACHMENT "A"**

LEGAL  
DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

Lot D of the resubdivision of Lots 6, 7 and 8 and that portion of the westerly 15 feet of Ivy Street, adjoining said lot 8, all in block 8 of Escondido, in the City of Escondido, County of San Diego, State of California, according to the Map thereof No. 1769, filed in the Office of the County Recorder of San Diego County, November 21, 1923.

APN: 229-501-0700



## ATTACHMENT "B"

### Mills Act Application List of Improvements

Property Address: 423 South Ivy Street  
Property Owner: Jesse M. Hanwit

1. Repaint exterior with period-appropriate colors.
2. Trim existing trees back away from structures.
3. Replace house roof.
4. Relandscape both front and back of property to control erosion. Design will eliminate lawn and incorporate more drought tolerant plants.
5. Remodel of existing bathroom to eliminate leaks, water intrusion and dry rot.
6. Repaint and repair/replace property fencing as needed.
7. Repair original windows so all are in working order.
8. Removal of the non-period appropriate ornamental iron on the porch.
9. Repair/replace porch floor as needed.



**FUTURE CITY COUNCIL AGENDA ITEMS**  
**November 25, 2015**

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

**December 9, 2015**  
**4:30 p.m.**

	<p><b>CONSENT CALENDAR</b></p>
	<p><b>Valiano Sewer Facilities Development Memorandum of Understanding and Traffic Mitigation Funding Agreement</b> (G. Mitchell)</p> <p><i>The Valiano Housing Development Project, located on 239 acres outside of the City's limits, is planned to include the development of 236 single family residential units. The project will be considered for approval by the County of San Diego in 2016. The purpose of this agenda item is to consider a Memorandum of Understanding for sewer facilities development and an agreement for traffic mitigation funding with the developer of the Valiano project.</i></p>
	<p><b>Destruction of Records</b> (D. Halverson)</p> <p><i>The records identified for destruction are more than one year old with no evidentiary value, do not affect the title to real property or liens thereon, are not court records, are not required to be kept further by a statute and are no longer required by the City. Authority to destroy these records is requested as provided by California Government Code Section 34090.</i></p>
	<p><b>Proposed Rate Increase from Escondido Disposal for Solid Waste and Recycling Rates/Fees for Residential and Commercial Collection</b> (E. Domingue)</p> <p><i>Escondido Disposal's Solid Waste and Recycling Services Rates and Fees are reviewed annually and adjusted accordingly based on a CPI formula as required in the City's contract with Escondido Disposal.</i></p>
	<p><b>Annual Report on Capital Funds Funded by Developer Fees for the Fiscal Year Ended June 30, 2015</b> (S. Bennett)</p> <p><i>This report is required to be filed annually pursuant to Government Code Section 66006.</i></p>
	<p><b>Annual Submission of the City of Escondido's Investment Policy</b> (K. Hugins)</p> <p><i>In accordance with California Government Code Section 53646(a)(2), the City Treasurer may annually prepare and submit to the legislative body a statement of Investment Policy and any changes thereto, which will be considered at a public meeting. The Investment Policy provides the City with guidelines for the investment of City funds.</i></p>
	<p><b>Third Quarter 2015 Treasurer's Report</b> (K. Hugins)</p> <p><i>In accordance with the City's Investment Policy, the City Treasurer is required to submit an investment report to the City Council for review on a quarterly basis. The report will include the type of investment, issuer, date of maturity, par value, book value and market value for each security held by the City.</i></p>

**December 9, 2015**

**Continued**

**CONSENT CALENDAR Continued**

**San Diego County Cal-ID Grant and Budget Adjustment**

(C. Carter)

*The San Diego Cal-ID Remote Access Network (RAN) Board authorized the use of Cal-ID revenue to fund one Forensic Technician devoted to latent print work in the City of Escondido Police Department Crime Laboratory. Funding will cover the cost of salary and benefits for a Forensic Technician, renewing annually based on actual salary expenses. Funding for each fiscal year must not exceed \$86,000. Grant funds will be exhausted on June 30, 2020.*

**Assistance League of Inland North County Donation of Automatic Electronic Defibrillators**

(C. Carter)

*The Assistance League of Inland North County has offered to purchase 17 Automatic Electronic Defibrillators (AED) units to donate to the Escondido Police Department. This donated equipment is valued at approximately \$20,000. Accepting this donation will allow police officers immediate access to life saving equipment.*

**PUBLIC HEARINGS**

**Plot Plan and Environmental Impact Report for Centerpointe 78, a New 43,681-SF Grocery Store and 3,200-SF Restaurant with Drive-Through (ADM 13-0127)**

(J. Petrek)

*Planning Commission recommended approval of the proposal on November 10. Retail/Restaurant uses are permitted uses in the CG zoning district. However, the project involves significant impacts to traffic, noise, and hazards, so an EIR was required. Typically, the Planning Commission would certify this EIR, but because some traffic mitigations will be funded with Traffic Impact Fee credits, City Council approval is required.*

**CURRENT BUSINESS**

**Accept the Fiscal Year 2014 Assistance to Firefighters Grant to Purchase the Replacement of the Fire Department's Self-Contained Breathing Apparatus (SCBA) and Budget Adjustment**

(M. Lowry)

*The Escondido Fire Department was awarded a total of \$548,370 in grant funds to purchase the replacement of the Self-Contained Breathing Apparatus (SCBA). Federal funding share for this grant will be \$498,518 and the City's matching fund share will be \$49,852. Staff will be requesting City Council to fund the matching 10% share and additional funding necessary to complete the replacement of the SCBA's not funded in the grant award.*

**Budget Adjustment Request for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project**

(C. McKinney)

*This budget adjustment is necessary to cover the costs of potential change orders required to complete construction for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project. Only 1% of the permitted 10% contingency was transferred to the project budget during bid award. This budget adjustment will transfer the additional 9% to the project budget.*

**December 9, 2015**  
**Continued**

**CURRENT BUSINESS Continued**

**Bid Award, Public Service Agreements, and Budget Adjustment for HARRF Primary and Odor Control Replacement: Construction Engineering, Construction Management, and Specialty Electrical Inspection**  
(C. McKinney)

*This project will replace the 42 year old primary building and the associated Odor Control Facility at the HARRF. This will provide a safer working environment, up-graded and more efficient change and flites, and improved odor control.*

**Future Agenda Items (D. Halverson)**

**December 16, 2015**  
**No Meeting (Christmas Break)**



# City Manager's **WEEKLY UPDATE** to City Council

November 25, 2015

## ECONOMIC DEVELOPMENT

- Attached is a copy of the report on the Annual Business Walk held on September 24.
- This weekend Ryan Park will host the annual Surf Cup Thanksgiving soccer tournament. Games will be played on Friday, November 27<sup>th</sup> and Saturday November 28<sup>th</sup>. Teams will be traveling from California, Arizona, and Nevada. There will be a total of 117 games played on all eight fields. We expect approximately 800 families shopping and dining in the Escondido area between Friday and Saturday.

## SPECIAL EVENTS

- No special events scheduled this weekend.
- For information about other activities taking place in Escondido, please visit [www.visitescondido.com](http://www.visitescondido.com).

## NEIGHBORHOOD REINVESTMENT PROGRAM GRANT

The San Diego County Board of Supervisors authorized an \$8,000 Neighborhood Reinvestment Program grant to ArtHatch, located at 317 E. Grand Avenue, for building improvements. Information about ArtHatch can be found at <http://arthatch.org>.

The complete list of those receiving grants is as follows: 2-1-1 San Diego (\$50,000); ArtHatch (\$8,000); The California Lookouts Foundation (\$28,000); California Police Athletic Foundation (\$50,000); City of Encinitas (\$15,000); Community Resource Center (\$30,000); Connected Through Kids (\$4,675); Cygnet Theatre Company (\$10,000); Del Mar Village Association (\$7,500); Just in Time for Foster Youth (\$5,000); Kiwanis Club of Greater Encinitas (\$5,000); Mira Mesa Girls Softball Association (\$10,000); Mira Mesa Instrumental Music Boosters, Inc. (\$25,000); North County Economic Development Corp. (\$13,000); Poway Center for the Performing Arts Foundation (\$10,000); ProduceGood (\$5,000); Rancho Bernardo Business Association (\$45,000); and the Solana Beach Chamber of Commerce (\$10,000).

## COMMUNITY DEVELOPMENT

### Planning:

### Major Projects Update:

1. John Paul the Great Catholic University – *No change from the following update reported last week:* A Conditional Use Permit application has been received to expand the campus and student enrollment at 155 W. Grand Avenue. The proposal includes improvements to

# City Manager's WEEKLY UPDATE to City Council

the former H. Johnson Building at 131 S. Broadway for studio and classroom space, and the former bank at 200 W. Grand Avenue for administrative offices and a student recourse center. The proposed expansion would also increase the student enrollment from 300 to 1,200 students over the next several years. Staff has confirmed the availability of water and sewer connections and has tentatively scheduled the proposal for Planning Commission consideration on December 8, 2015.

2. Escondido Research Technology Center – A 72,000 square foot medical office building is proposed on the east side of Citracado Parkway across from Palomar Medical Center. A plot plan application has been approved and the second plan check for grading plans has been submitted for review and comment. The City Council approved a 10-year extension to the previously adopted Development Agreement for ERTC that involves 20 lots in ERTC owned by JRMC on November 4, 2015.
3. Oak Creek (NUW) – *No change from the following update reported last week:* A LAFCO hearing for the annexation of the property was held on October 5, 2015. Staff made a presentation at the meeting emphasizing the City's support for the project and opposition to the potential expansion of the annexation boundary to include an additional segment of Hamilton Road. The LAFCO Board unanimously approved the annexation without including the Hamilton Road segment as requested by staff.
4. Amanda Estates (NUW) – *No change from the following update reported last week:* LAFCO approved the reorganization (annexation) at their meeting on August 3, 2015.
5. Centerpointe 78 Commercial – *No change from the following update reported last week:* The project was approved by the Planning Commission on November 10, 2015. The project is scheduled for the City Council meeting on December 9, 2015.
6. Pradera - *No change from the following update reported last week:* Grading is underway for this single family subdivision involving 70 units. Staff is reviewing improvement plan and the final map submittals as well as the precise grading plans. Three, two-story model homes are currently under construction and have undergone building inspections. A fourth single-story unit will be marketed with this development, but no model home for the single story unit will be constructed.
7. Zenner – *No change from the following update reported last week:* A Tentative Subdivision Map was previously approved for this single family project involving 40 units. The annexation was approved by LAFCO on Sept. 14, 2015.
8. Stella Park Condominiums – *No change from the following update reported last week:* This Planned Development involving 65 townhome units is located at 2516 S. Escondido Blvd. The applicant is contracting with consultants for preparation of numerous technical studies (including a Water Quality Technical Report) and the CEQA document which is anticipated to be a mitigated negative declaration. Staff is providing information regarding existing conditions to include in the environmental review analysis. Updated plans for the project were submitted this week.
9. Wohlford – Staff is reviewing revised submittals and technical reports from the applicant regarding this single family subdivision involving 55 units in response to the letter identifying necessary submittals to continue processing. A Specific Alignment Plan for Bear Valley Parkway detailing the roadway is under review. A Request for Qualifications for preparation of a consultant-prepared EIR has resulted in four (4) proposals submitted to the

# City Manager's WEEKLY UPDATE to City Council

City for review. Staff will review the submittals and commence consultant interviews in the next several weeks. Tribal consultation meetings have been completed.

10. Latitude II – *No change from the following update reported last week:* The project was approved by the City Council on August 19, 2015. Architectural plans are proposed for submittal by mid-November.
11. Shea Homes (Tract 932) – *No change from the following update reported last week:* Staff approved the substantial conformance determination for the revised tentative map for the 179-lot residential subdivision known as Canyon View Estates. Staff continues to coordinate with the applicant on the proposed grading plan. The Precise Plan application was submitted on Aug. 6, 2015; additional information is needed to complete the application. The applicant is pursuing purchase of mitigation credits at Daley Ranch, and pursuing acquisitions needed for offsite improvements.
12. Safari Highlands – *No change from the following update reported last week:* Engineering has finalized a contract with a consultant to perform as an extension of staff for engineering services. The applicant has selected a consultant to prepare a draft Municipal Services Review and Sphere of Influence (SOI) update. Staff met with representatives from the City of San Diego to discuss their concerns regarding the proposed improvements to Zoo Road for emergency access. A public agency scoping meeting was held September 24<sup>th</sup> to discuss the scope of the EIR; attendees included school district representatives and members of the public. A community meeting was held on October 5, 2015, and attended by approximately 80 persons. More information about this project is on line at: <http://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>
13. Felicita Development, LLC - The proposed planned development includes the phased development of a 140-unit hotel, an 80-unit extended stay hotel, a 120-bed assisted living facility and a gas station and car wash located at the southeast corner of Felicita Rd. and Gamble Lane. Additional technical analysis and coordination is needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses. A letter addressing items and technical studies needed to complete the application has been sent. Staff is coordinating with the applicant regarding a date for a neighborhood meeting when a revised design and market study is submitted.
14. Escondido Disposal Inc. – *No change from the following update reported last week:* The CUP modification to expand the existing facility was approved by the Planning Commission on August 25, 2015. The project has completed its second post-approval plan check and staff comments have been sent regarding the grading and landscape plans. The County has notified the City that the applicant has made their application to the State permitting agency. Staff has endorsed the applicant's phasing plan concept that allows building expansions while the facility remain operational and is waiting for written details memorializing the phasing plan details.
15. Westfield Theater – *No change from the following update reported last week:* The Economic Development Subcommittee authorized expedited processing of the modification to the planned development for the proposed 10-auditorium movie theater. The project was approved by the City Council on November 4, 2015.
16. Paseo Escondido – *No change from the following update reported last week:* The Phair Company application for a mixed-use planned development for the property at the



# City Manager's WEEKLY UPDATE to City Council

southwest corner of Ash Street and Washington Ave. (currently owned by the City) is under review. The proposed project consists of 26 one-bedroom and 96 two-bedroom apartments (122 units total) in three four-story buildings, and two 5,000 SF commercial buildings (10,000 SF total) oriented around an outdoor plaza. Additional submittals required to complete the application.

17. High Pointe (Palos Vista Neighborhood 3) – No change from the following update reported last week. This project involves 39 custom estate lots accessed from Mesa Rock Road. Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.
18. Valiano (County Project) – City representatives and the developer are negotiating opportunities for mutually beneficial infrastructure and utility and circulation improvements in an agreement that will be considered by the City Council on December 9. The project is outside of the City's limits and is being processed by the County.
19. Springhill Suites – *No change from the following update reported last week:* Building plans were submitted for this planned development at 300 La Terraza Drive involving 4 stories, 105 suites, a small conference room and an enlarged lobby for serving continental breakfast. Grading and landscaping plans were submitted involving the hotel site and the parking lot of the adjacent property for review on September 9, 2015 and department comments are being finalized.
20. Del Prado (former Woody's site) – *No change from the following update reported last week:* The project involves a Planned Development containing 113 attached residential townhomes, recreational facility, pool, and open space areas located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road. Staff has met with the applicant met to address sewer and emergency access and engineering issues. A revised set of plans was submitted responding to staff comments.
21. BMW Dealership – *No change from the following update reported last week:* A Precise Plan application to expand the existing dealership showroom an additional approximately 4,000 square feet and enhance the building façade at 1557 Auto Park Way was approved by the Planning Commission on October 13, 2015. Building plans have been submitted and are in plan check process.
22. Solutions for Change – A Planned Development application for 33 affordable multi-family units was approved by the Planning Commission on October 13, 2015, and by the City Council November 18, 2015.
23. Escondido Auto Park Association – *No change from the following update reported last week:* The association is proposing to upgrade the existing electronic message sign along I15. On September 23, 2015, the Economic Development Subcommittee considered a request by the association to enter into an agreement with the City for reimbursement of a portion of the cost of the upgraded sign and expressed support for a five-year agreement based on anticipated public benefit of additional sales tax revenue.
24. 701 San Pasqual Valley Rd – *No change from the following update reported last week:* An application has been submitted for a 19-lot single family clustered residential subdivision and planned development on a 7.2 acres site also addressed as 1201 E. 5<sup>th</sup> Ave. (formerly Tract 898). The application is under review and a letter detailing additional comments and



# City Manager's WEEKLY UPDATE to City Council

submittal requirements was forwarded to the applicant. Staff is meeting with the applicant this week to discuss project issues.

## **Building Division:**

1. The Building Department issued a record **99** permits for the week with a total valuation of \$479,460.
2. A record 50 photovoltaic permits were issued for the week. Building has issued 1,249 solar permits so far this year compared to 695 issued at the same time last year.
3. Building inspectors and counter staff had a very busy week with inspections averaging 46 inspections per day with 31 inspections on Friday and counter contacts averaging 34 per day with 17 on Friday. Sixty-six (66) inspections were requested for Monday.
4. Due to the increase in inspection requests, 21 inspections were held over on Monday, 22 on Tuesday, 5 on Wednesday and 1 on Friday and our Deputy Building Official (plans examiner) was sent out to conduct inspections on Monday and Tuesday. Plans waiting to be reviewed were on hold, waiting for his return.
5. A new guideline was created for graywater systems and is available at the building counter or on our website at [www.escondido.org/city\\_departments/community\\_development/building/information\\_guidelines/guideline # 27](http://www.escondido.org/city_departments/community_development/building/information_guidelines/guideline_#27).
6. In addition to the expedited solar permitting now available, residential roof top solar projects that qualify to be expedited, can be accepted electronically through e-mail. More information is provided on the city's website.
7. The 76-unit condominium complex at 2412 S Escondido Blvd has received exterior framing inspection on all 4 buildings.
8. The Meadowbrook Village 3 story apartment building has received underground utility and foundation inspection approval for the underground parking area.
9. The Pradera single family tract has received roof sheathing inspections on all 3 of the models.
10. The new Taco Bell restaurant and office building has received rough framing inspections.

## **Code Enforcement:**

1. As of November 9<sup>th</sup> the total number of open code enforcement cases is 353 cases. During the prior week 44 new cases were opened, and 45 cases were closed, with a backlog of an additional 76 cases not yet opened for assignment and investigation. A total of 135 illegal signs were confiscated in the field. One Public Records Request (PRR) was processed, for a total of 95 PRRs processed to date this year.
2. A Code Enforcement Assistant to support staff with the backlog began employment this week.
3. Last week the Business License Division issued 21 new licenses and received 41 new applications in addition to 155 renewals.



# City Manager's **WEEKLY UPDATE** to City Council

## **CAPITAL IMPROVEMENTS**

### **Storm Drain Inlet Filter Basket Project:**

Environmental Programs, with the assistance of Field Engineering, has developed a Public Service Agreement contract to replace storm drain inlet baskets in existing structures for treating surface water before it enters the City's storm drain system. The objective is to retain function and to allow ease of maintenance through the manhole opening. The first of 21 baskets was installed on Friday, November 20<sup>th</sup> with completion expected on December 3<sup>rd</sup>.

### **Private Development**

#### **Bear Valley Parkway between Boyle Avenue and San Pasqual Valley Road (County Project):**

*No change from the following update reported last week:* Construction of the new storm drain system has started along Bear Valley Parkway between Idaho Avenue and Birch Avenue along the old roadway alignment. Removal of all trees and landscaping associated with the roadway widening was completed this week.

#### **2412 South Escondido Boulevard:**

*No change from the following update reported last week:* On site construction of new homes is continuing this week.

#### **Pradera - Lennar Communities:**

On site construction of new sewer and water mains for Street D was started this week.

#### **East Valley Parkway/Valley Center Road:**

On November 19 staff met with AT&T to identify areas for temporary facilities that will be constructed to accommodate the project bridge widening. Work with SDG&E to coordinate overall undergrounding of existing overhead facilities continues, as do efforts to obtain Caltrans certification to underground existing overhead utilities within the project area.

### **Future Capital Improvements**

#### **El Norte Parkway:**

Staff continues working with SDG&E to coordinate the undergrounding of existing overhead utilities in the area of this project. Staff will be seeking Council approval for a Temporary Pole Relocation Easement at the December 2 City Council meeting to temporarily relocate overhead lines to accommodate bridge construction for this project.

#### **Grape Day Park Playground Equipment:**

On November 17, engineering staff met with maintenance staff to locate irrigation lines, etc. that fall within the project boundary. On November 19 staff met with the project consultant to resolve any outstanding issues, provide plan review comment clarification, and review

# City Manager's WEEKLY UPDATE to City Council

irrigation information. The project consultant will provide an updated schedule for completion of project plans.

## **Jim Stone Pool Rehabilitation (Grant Funded):**

On November 19, staff brought this project before the Appearance Committee for approval of the overall scope of project improvements that include pool resurfacing, deck replacement and mechanical building replacement. The committee approved the modern structure matching City Hall coloring and roof type, black vinyl coated perimeter fencing, and a two-post shade structure that is beige in color. The project is expected to begin construction in Fall 2016.

## **PUBLIC SAFETY**

### **Police:**

#### Incidents

- On November 21, 2015, the California Highway Patrol attempted to stop a motorcyclist for speeding in the area of Centre City Pkwy and Washington. The motorcyclist fled with the CHP officer in pursuit. The motorcycle was lost in the area of Centre City Pkwy. and Country Club Ln and the pursuit was terminated.
- On November 20, 2015 the Escondido Police Department Dispatch center was contacted by Sirius XM to advise a client's stolen BMW was located in the 1100 block of S. Escondido Blvd. The vehicle was stolen out of Laguna Niguel. Officers located the stolen BMW and arrested the two subjects found inside.

#### Events

Thanks to the dental office of Dr. Brilliant and to St. Mary's School for donating candy to the Escondido Police Department on November 18.. This candy was the result of a Halloween candy buy-back fundraising campaign for St. Mary's. The sweets were shared with all the women and men at the Escondido Police Department.





# City Manager's **WEEKLY UPDATE** to City Council

- On November 19, 2015, Captain Mike Loarie attended the Latino Peace Officers Association Thanksgiving Dinner in Chula Vista.
- On November 17, 2015, Captain Mike Loarie and Lieutenant Mike Kearney attended the Cathedral Glen Homowners Association meeting.

**###**



# Escondido Business Walk

September 24, 2015



## Escondido Business Walk

Economic development is a top priority for the City of Escondido. Our business retention and expansion strategy includes building and maintaining strong lines of communication between business leaders and city officials.

To enhance that communication, the City of Escondido partners with the Escondido Chamber of Commerce to hold an annual Business Walk.

### Event Summary

The Escondido Business Walk was held on September 24, 2015 from 9 a.m.– 1 p.m. 21 volunteers comprised of City and Chamber representatives participated. In pairs, these volunteers visited 41 businesses with the purpose of conducting a brief survey of business retention and expansion related questions. Each business was mailed a letter in advance of the event, notifying them that volunteers would be visiting and conducting brief surveys.

The survey included questions covering topics such as whether the business anticipated an increase in growth or hiring, whether they conducted business internationally, what obstacles might be impeding their progress and how the City and Chamber could better help them succeed.

### Methodology

Businesses were chosen to be included in the 2015 Business Walk based on several factors:

- Special focus was placed on businesses located in Escondido’s industrial area and Class A office buildings.
- Specific industries targeted included professional services, precision manufacturing and research and development.
- Businesses visited during the 2014 Escondido Business Walk were excluded
- Businesses in the retail and hospitality industries (i.e. shops, restaurants) were not included.

### A Deeper Dive into Escondido’s Business Environment

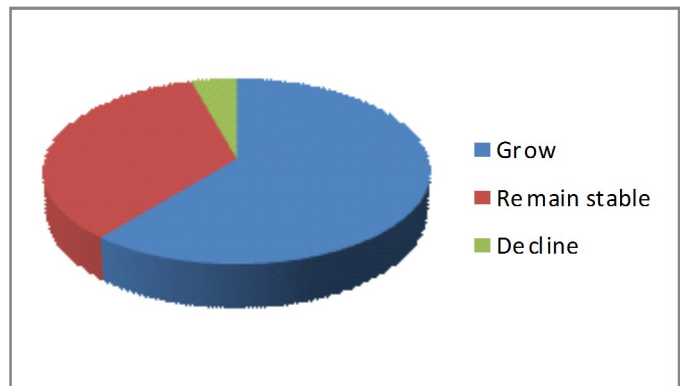
Taking a “deeper dive” into Escondido’s business environment by focusing on the specific aforementioned criteria resulted in fewer businesses visited and fewer completed surveys than in 2014 (22 completed surveys this year as compared to 52 in 2014). Many businesses selected to be visited were unavailable at the time of the volunteer visit.

However, extremely valuable information was collected from the businesses that were visited. This included a manufacturing business on the brink of expansion in need of site selection assistance and another business interested in funding a major philanthropic project in the community.

### Survey Results

The results of the surveys were once again overwhelmingly positive. As in 2014, the majority of the businesses surveyed (60.8 percent) expect to grow during the next three years and 34.7 percent expect to remain stable. Only one business expected to see a decline in revenue and employee size.

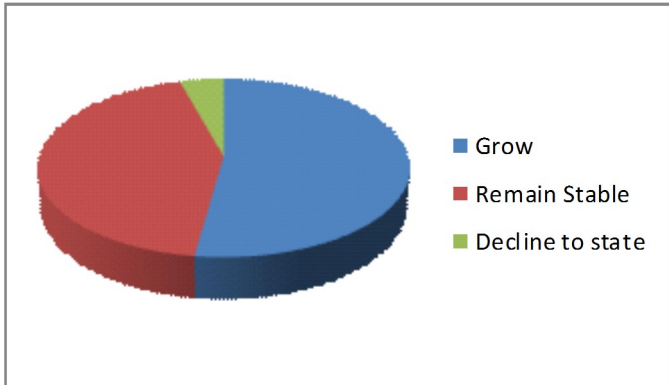
#### Anticipated GROWTH over the next three years:



These results support the City’s continued efforts to provide businesses with expansion assistance such as site selection, consultation on the development process and connections to workforce resources. Additionally, the Chamber of Commerce can assist expanding businesses with marketing efforts and opportunities to become more involved in the community.

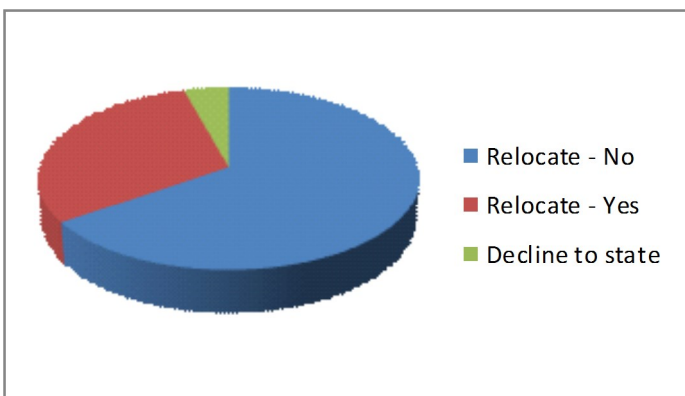
52 percent of the businesses surveyed expect their workforce to grow over the next three years (up slightly from 2014), and 43 percent expect their workforce to remain stable.

#### Anticipated HIRING over the next three years:



The surveys also asked whether the company planned to relocate. 65 percent of businesses responded that they have no plans to relocate. Of the 30.4 percent of businesses who responded that they have plans to relocate, the majority will be moving to new locations within the city. A few responded that they are planning to leave Escondido, and the reasons vary. One company planning to move out of state cited high taxes as their reason for leaving. Another company would stay in Escondido if they could find suitable space to expand into, but vacancy rates are low in our industrial area. City staff members have reached out to this company to provide site selection assistance and will continue to work with “at risk” companies to at least keep them on the 78 Corridor.

#### Plans to relocate business:



There was an increase from 2014 in businesses planning to relocate (either to a different site within Escondido or outside the city/state). This could be attributed to an improving economy enabling companies to expand.

The challenge for one company to find suitable industrial space in which to expand in Escondido is something to consider. Vacancy rates in our industrial area is extremely low, especially in the size range of 10,000—50,000 SF. Recycling smaller, adjacent industrial sites to develop larger projects could be a good opportunity for a private developer (Crossroads Business Park model).

Another finding from survey data is an increase in companies that do business internationally (perhaps due to the focus on the industrial area which includes the majority of our manufacturing companies). In 2014, only 17.5 percent of the businesses surveyed conducted business outside the U.S. In 2015, 34.7 percent of businesses surveyed said they conduct business outside the U.S., both importing and exporting.

## Conclusion

Economic development research consistently shows that the majority of business growth, and consequently, new jobs, comes from business expansion within an area. By building and maintaining good lines of communication with our businesses, the City has better opportunities to learn about their needs, identify “at risk” businesses and assist with retention efforts.

The Escondido Business Walk will continue to be an annual event. It is anticipated that the 2016 event will include more volunteers from the Escondido Chamber of Commerce board of directors, and will put more focus on those industries that have not been surveyed in past years such as hospitality and retail. For more information about the Escondido Business Walk, contact Michelle Geller at (760) 839-4587 or [mgeller@escondido.org](mailto:mgeller@escondido.org).

## Businesses Selected for 2015

Quick Dry Flood Services	Industrial Foam Products	Cemex
Berg Electric	T.S. Industrial Supply	Golden State Law Group
American Innotek	KVA Stainless	CHMB, Inc
Emerging Forms	Bimbo Bakeries	Regus
Yale Chase	Generation Circuits	Solvis Medical Staffing
Freeberg Industrial Fabrication	Taylor Trim & Supply Inc	AAA
Palomar Solar	HydraBrush, Inc.	Wells Fargo
San Diego Steel Solutions	Roc Industries	White & Bright
Banister Iron Works	Photon Solar Power, Inc.	
Water Quality Specialists	Arcmate Manufacturing Corporation	
LohnStar Optics	Greener Spaces	
Controlled Motion Solutions	Swissmeca	
Express Pipe and Supply	All Systems Go Office Furniture	
Circuit Logic	One Stop Systems, Inc.	
Terminal Business Velocity	Safeway Electric	
Tara Systems	Company Name	
Texmate Inc	XKites	
Icon Building Supplies	Quality Sealants, Inc.	
Intricon Datrix	Unisound	
JD Fabrication	Compendia	
O'Brien's Boulangerie	KHS&S Contractors	
Unicel	ATC Design Group	
Willow Creek Archery	Escondido Glass Company	
Dodsons Manufacturing	Profox	
Airo International	Wollman Wealth Designs	
JR Filanc Construction	Shifthound, Inc	
Take A Break Service	AME Software	
Catalyst Racing Composites	Tax & Ledger Professionals	
Irelan Medical	Controltec	
Frans Manufacturing Inc.	North County Tile & Stone	
Marky Sparky Toys		