



Council Meeting Agenda

JUNE 17, 2015
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Michael Morasco
COUNCIL MEMBERS	Olga Diaz Ed Gallo John Masson
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF PUBLIC WORKS	Ed Domingue

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**June 17, 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 LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 272 E. Via Rancho Parkway, Escondido
City Negotiator: Clay Phillips
Negotiating Parties: City and Westfield Shopping Town, Inc.
Under Negotiation: Price and terms of payment

ADJOURNMENT



Council Meeting Agenda

**June 17, 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

PROCLAMATIONS: Retirement of California District 31 Little League Administrator Larry Burch

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: A\) Regular Meeting of May 20, 2015 B\) Regular Meeting of June 3, 2015](#)**

4. **[AWARD OF BID FOR LEGAL ADVERTISING FISCAL YEAR 2015-16 -](#)**

Request Council approve awarding the bid for the City's legal advertising for a one-year period to the Union Tribune San Diego North County.

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

RESOLUTION NO. 2015-102

5. **[FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONES 1-36 AND 38 OF THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2015/2016 -](#)**

Request Council approve the Assessment Engineer's Report and the annual levy and collection of assessments in Zones 1-36 and 38 of the Escondido Landscape Maintenance Assessment District for FY 2015/2016.

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

RESOLUTION NO. 2015-106

6. **[THIRD AMENDMENT TO THE COUNTY OF SAN DIEGO SENIOR NUTRITION SERVICES CONTRACT NO. 547766 -](#)**

Request Council approve authorizing the Director of Library and Community Services to execute a Third Amendment to County Contract No. 547766, County of San Diego, Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

RESOLUTION NO. 2015-95

7. **[PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR SENIOR TRANSPORTATION -](#)**

Request Council approve authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services, to provide transportation services for the Senior Nutrition Program in the amount of \$147,800.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

RESOLUTION NO. 2015-96

8. **PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR MEAL SERVICE -**

Request Council approve authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services Town Court, to provide meals for the Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2015-2016 in the amount of \$129,051.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

RESOLUTION NO. 2015-97

9. **LIMITING LANDSCAPE IRRIGATION WITH POTABLE WATER TO TWO DAYS EACH WEEK -**

Request Council approve declaring that landscape irrigation with potable water within the water service area of the City of Escondido shall be limited to two days each week for no more than 10 minutes at each irrigation station. **THIS ITEM IS CONTINUED FROM JUNE 10, 2015.**

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

RESOLUTION NO. 2015-98

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

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

PUBLIC HEARINGS

10. **PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN, AND ZONE CHANGE (PHG 14-0020 AND ENV 15-0004) -**

Request Council approve a mixed-use development proposed by Veterans Village of San Diego (VVSD) consisting of a 54-unit affordable multi-family residential apartment project for military veterans and their families including a 1,500 SF commercial component to support training opportunities offered at the facility. The residential component includes the construction of 48 new apartment units and preservation of six existing adobe apartment units. A zone change to Planned Development-Mixed Use (PD-MU) is proposed to facilitate development of the project. The project is requesting to use the reduced parking ratios and reduce the number of covered spaces as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code). The project site is developed with historic Weir Bros. adobe commercial and multi-family residential structures and the adobe office structures and six-unit adobe apartment building would be retained. All other structures would be removed.

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

ORDINANCE 2015-13 (Introduction and First Reading)

11. [THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, THE FISCAL YEAR 2015/16 CIP BUDGET, AND THE TRANSNET FIVE YEAR LOCAL STREET IMPROVEMENT PROGRAM -](#)

Request Council approve adopting Fiscal Years 2015/16-2019/20 Five-Year Capital Improvement Program, Fiscal Year 2015/16 CIP Project Budgets, and approve authorizing an amendment to the 2014 Regional Transportation Improvement Plan and the Transnet Five-Year Local Street Improvement Program of Projects for Fiscal Years 2016-2020.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett and Public Works Department/Engineering: Ed Domingue)**

A) RESOLUTION NO. 2015-86 B) RESOLUTION NO. 2015-87

CURRENT BUSINESS

12. [APPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES AND THE COMMUNITY SERVICES COMMISSION -](#)

Request Council ratify the Mayor's appointments to (1) fill an unscheduled vacancy on the Library Board of Trustees; term to expire March 31, 2017; and (2) fill an unscheduled vacancy on the Community Services Commission, term to expire March 31, 2016.

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

FUTURE AGENDA

13. [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
June 24	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
July 1	-	-	No Meeting	-
July 8	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
July 15	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

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

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

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

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

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

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

LIVE BROADCAST

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

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

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

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

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

CITY OF ESCONDIDO
May 20, 2015
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, May 20, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

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

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

Case Name: Stuck in the Rough, LLC. v.City of Escondido, et al.
Case No: 37-2013-00074375-CU-WM-NC

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

- a. **Property:** APNs 240-011-01, 240-011-03, 240-011-12 & 13, 240-020-23, 240-020-27, 240-301-09
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Toscano, Heath, Smith & Smith-Sanderson, Serrato, Norman, Jauregui
Under Negotiation: Price and Terms of Agreement

- b. **Property:** 1201 Washington Avenue
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Paseo Escondido, LLC (c/o The Phair Company)
Under Negotiation: Terms of Agreement

Jeffrey Epp, City Attorney, made an announcement regarding Agenda Item II; the Council directed the City Attorney maintain all available options regarding the case.

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:39 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
May 20, 2015
4:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:41 p.m. on Wednesday, May 20, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

Sharon Allison led the Moment of Reflection.

FLAG SALUTE:

Mayor Abed led the Flag Salute.

PROCLAMATIONS:

Hugo Villalobos, Moses Chairez and Justin Bust accepted the Proclamation for National Public Works Week, May 17-23, 2015.

Tim Draper accepted the Proclamation for Building Safety Month.

PRESENTATIONS:

Kirby Challman led the San Diego County Fair Presentation.

ROLL CALL:

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Jay Petrek, Assistant Director of Planning; Ed Domingue, Public Works Director; Eva Heter, Assistant City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Zoe Sanchez Richardson, Escondido, thanked the Council for their support for the American Cancer Society and the Relay for Life.

CONSENT CALENDAR

Councilmember Gallo removed item 6 and Councilmember Diaz removed item 10 from the Consent Calendar for discussion.

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

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES: Regular Meeting of April 22, 2015**
- 4. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2014 -**
Request Council receive and file the January through March 2015 Treasurer's Investment Report. (File No. 0490-55)

Staff Recommendation: **Receive and File (City Treasurer's Office: Kenneth C. Hugins)**

- 5. FISCAL YEAR 2013 STATE AND COMMUNITY CORRECTIONS POLICE GRANT - ADDITIONAL FUNDS AND BUDGET ADJUSTMENTS -**
Request Council approve authorizing the Police Department to accept additional FY 2013 State & Community Corrections Police Grant funds in the amount of \$234,702; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

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

- 6. SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT EXERCISE OF POWERS AGREEMENT -**
Request Council approve authorizing the execution of the Amended and Restated Joint Exercise of Powers Agreement (JEPA) between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA). (File No. 0600-10 [A-3103])

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

RESOLUTION NO. 2015-81

Councilmember Gallo questioned staff about fee increases associated with the agreement.

Loretta McKinney, Director of Library and Community Services, explained the increase in fees.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve authorizing the execution of the Amended and Restated Joint Exercise of Powers Agreement (JEPA) between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA) and adopt Resolution No. 2015-81. Motion carried unanimously.

- 7. SENIOR NUTRITION BUDGET ADJUSTMENT -**
Request Council approve a budget adjustment of \$4,397, which is from the One Time Only funds given by the County of San Diego for the Senior Nutrition budget and authorize the City Manager and Director of Administrative Services to make the necessary adjustments to the Senior Nutrition Budget. (File No. 0430-80)

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

8. APPROVE A CONSULTING AGREEMENT WITH COLLIERS INTERNATIONAL, INC. FOR THE EXCLUSIVE LISTING OF 901 WEST WASHINGTON AVENUE -

Request Council approve a Consulting Agreement with Colliers International, Inc. for the exclusive listing of 901 West Washington Ave. for sale or ground lease. (File No. 0600-10)

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

RESOLUTION NO. 2015-77

9. NOTICE OF COMPLETION FOR TRACT 888 - CAMPBELL COURT -

Request Council approve accepting the public improvements and authorize staff to file a Notice of Completion for Tract 888 Campbell Court. (File No. 0800-10 [Tract 888])

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

10. PURCHASE ONE TYMCO 500X REGENERATIVE AIR STREET SWEEPER FROM TYMCO, INC. OF WACO, TEXAS -

Request Council approve authorizing the Fleet Services Division to purchase one TYMCO 500X Regenerative Air Street Sweeper in the amount of \$275,238 through a Cooperative Purchase Contract with the Houston-Galveston Area Council (HGAC). (File No. 0600-10)

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

RESOLUTION NO. 2015-76

Councilmember Diaz questioned if the street sweeper is able to utilize reclaimed water.

Bud Olivera, Deputy Director of Public Works, stated that the system uses Potable water.

MOTION: Moved by Councilmember Diaz and Seconded by Councilmember Masson to approve authorizing the Fleet Services Division to purchase one TYMCO 500X Regenerative Air Street Sweeper in the amount of \$275,238 through a Cooperative Purchase Contract with the Houston-Galveston Area Council (HGAC) and adopt Resolution No. 2015-76. Motion carried unanimously.

11. ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATIONS -

Request Council approve authorizing the Public Works Director or his designee to (1) complete two applications to CalTrans for Active Transportation Program (ATP) Grant funds for a Safe Routes to School Project and improvements along the Escondido Creek Trail, and if awarded, (2) accept the grant funds and complete necessary grant documents. (File No. 0480-70)

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

12. TIGER DISCRETIONARY GRANT APPLICATION -

Request Council approve authorizing the Public Works Director to complete an application to the US Department of Transportation (DOT) for a Transportation Investment Generating Economic Recovery (TIGER Discretionary Grants) program for the construction of the Citracado Parkway Extension Project, and if awarded, accept the grant funds and complete necessary grant documents. (File No. 0480-70)

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

13. CHANGE ORDER AUTHORIZATION FOR THE FISCAL YEAR 2014-2015 STREET REHABILITATION PROJECT -

Request Council approve authorizing the City Manager to execute a change order to the Public Improvement Agreement with George Weir Asphalt Construction, Inc., in the amount of \$76,000 for additional work for the FY 2014-2015 Street Rehabilitation Project. (File No. 0600-10 [A-3135])

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

RESOLUTION NO. 2015-82

14. ALL-WAY STOP CONTROL REQUEST FOR THE INTERSECTION OF THIRTEENTH AVENUE AND BROADWAY -

Request Council approve amending the schedule of stop signs to add "All-Way Stop Control" at the intersection of Thirteenth Avenue and Broadway. (File No. 1050-50)

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

RESOLUTION NO. 2015-48

15. PARTICIPATION IN YGRENE PROPERTY ASSESSED CLEAN ENERGY PROGRAM -

Request Council approve adopting Resolution No. 2015-54 consenting to inclusion of properties within the City's Incorporated Area in the California Home Financing Authority (CHF) Community Facilities District No. 2014-1 (Clean Energy) to finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approve associate membership in CHF; and approve adopting Resolution No. 2015-55 consenting to inclusion of properties within the City's Incorporated Area in the CHF PACE Program to finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approve associate membership in CHF. (File No. 0600-10)

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

A) RESOLUTION NO. 2015-54 B) RESOLUTION NO. 2015-55

16. A FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH RECON AND ASSOCIATES, INC. FOR TRAFFIC ANALYSIS SERVICES FOR THE CENTERPOINTE 78 PROJECT ENVIRONMENTAL IMPACT REPORT (ENV 13-0009) -

Request Council approve authorizing the Mayor and City Clerk to execute a first amendment to the consulting agreement with Recon and Associates, Inc. in the amount of \$12,900 to complete the required traffic analysis for the Centerpointe 78 Project EIR. (File No. 0600-10 [A-3114])

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

RESOLUTION NO. 2015-80

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.)

17. AMENDMENTS TO CHAPTER 22 OF THE ESCONDIDO MUNICIPAL CODE, AND ADOPTION OF JURISDICTIONAL RUNOFF MANAGEMENT PLAN AND ASSOCIATED WATER QUALITY IMPROVEMENT PLANS FOR THE SAN DIEGUITO AND CARLSBAD WATERSHEDS AND CEQA NOTICE OF EXEMPTION -

Approved on May 6, 2015 with a vote of 4/1 (Masson voting no) (File No. 0680-10)

ORDINANCE 2015-09 (Second Reading and Adoption)

CURRENT BUSINESS

18. WOHLFORD DAM DESIGN FIRST AMENDMENT -

Request Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Design in the amount of \$724,641. (File No. 0600-10 [A-3060])

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

RESOLUTION NO. 2015-58

Chris McKinney, Director of Utilities, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Design in the amount of \$724,641 and adopt Resolution No. 2015-58. Motion carried unanimously.

19. STORMWATER ALTERNATIVE COMPLIANCE - AWARDED A CONSULTING AGREEMENT FOR A HYDRAULIC STUDY OF CREEKS IN ESCONDIDO -

Recommend adopting a resolution to award a contract to Michael Baker International to conduct a hydraulic study of creeks in Escondido which will support the stream rehabilitation and habitat restoration projects as part of an alternative compliance program. (File No. 0600-10 [A-3150])

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

RESOLUTION NO. 2015-75

Helen Davies, Utilities, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Masson to approve adopting a resolution to award a contract to Michael Baker International to conduct a hydraulic study of creeks in Escondido which will support the stream rehabilitation and habitat restoration projects as part of an alternative compliance program and adopt Resolution No. 2015-75. Motion carried unanimously.

FUTURE AGENDA

20. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo reported on North County Transit District; it will provide bus service from the transit center to the San Diego County Fair; reported on the County Water Authority's update on drought status.

Councilmember Diaz reported on applicant interviews for the San Diegito River Park JPA and the selection of Kevin McCurren to serve as the Executive Director beginning June 29.

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

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:45 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
June 3, 2015
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, June 3, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

RECOMMENDED MOTION AND AGENDA ITEM

City Attorney Jeffrey Epp requested that the City Council adopt a motion pursuant to Government Code Section 54954.2(b)(2) that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the posting of the agenda. The item to be added is a Closed Session item pursuant to Government Code Section 54954.5(b) which is a conference with real property negotiators concerning whether or not to exercise termination rights pursuant to Section 4 of the City lease of the property located at 3400 Valley Center Road.

MOTION: Moved by Councilmember Gallo; seconded by Deputy Mayor Morasco; Motion carried unanimously.

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Maintenance & Operations, Teamsters Local 911
 - b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering (ACE) Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory (SUP)
Bargaining Unit

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

Case Name: David DePaola v. City of Escondido
Case No: 37-2014-00017486-CU-PO-NC

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:40 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
June 3, 2015
4:30 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:41 p.m. on Wednesday, June 3, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

FLAG SALUTE

Mayor Abed led the Flag Salute.

PRESENTATIONS:

San Diego County Treasurer – Tax Collector, Dan McAllister

ATTENDANCE:

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Julie Procopio, Assistant Director of Public Works; Diane Halverson, City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Tom Cowan, Escondido, stated that he does not support recreation program cuts.

Cassie Lieurance, Escondido, stated she is in opposition of limited swimming pool hours.

Richard Powers, Escondido, addressed the Council about the Tiny Tots program.

Nina Deerfield, Escondido, requested the Council reconsider cutting adult classes and stated that recreation classes are not a financial loss.

JoAnne Tenney, Escondido, stated she does not support any cuts to recreation programs.

Laura Kohl, San Marcos, requested that youth programs be expanded.

Wally Gutierrez, Escondido, thanked the City and the Council, and stated that Escondido Little League has been improving and noted the Little League Championship.

CONSENT CALENDAR

Councilmember Gallo removed item 5 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to approve the following Consent Calendar items with the exception of item 5. Motion carried unanimously.

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

4. **AMENDING THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM AND BUDGET ADJUSTMENT -**

Request Council approve authorizing the amendment of the 2014 Regional Transportation Improvement Program and approve the corresponding budget adjustment. (File No. 0430-80)

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

RESOLUTION NO. 2015-90

5. **FINANCIAL REPORT FOR QUARTER ENDED MARCH 31, 2015 AND BUDGET ADJUSTMENTS**
Request Council receive and file the third quarter financial report and approve budget adjustments to amend the Fiscal Year 2014/2015 operating budget. (File No. 0430-30)

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

Councilmember Gallo questioned staff about wastewater fund reserves.

Joan Ryan, Assistant Director of Finance, stated that time is influencing the loan process.

Chris McKinney, Director of Utilities, stated funds are staying in the wastewater account.

MOTION: Moved by Councilmember Gallo and Seconded by Councilmember Masson to receive and file the third quarter financial report and approve budget adjustments to amend the Fiscal Year 2014/2015 operating budget. Motion carried unanimously.

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

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

PUBLIC HEARINGS

6. **SHORT-FORM RENT REVIEW BOARD HEARING FOR TOWN & COUNTRY CLUB PARK -**
Request Council consider the short-form rent increase application submitted by Town & Country Club Park and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.260% (an average of \$13.37) for the period of December 31, 2012 to December 31, 2014. (File No. 0697-20-10033)

Staff Recommendation: **Consider for approval (Community Development Department: Barbara Redlitz)**

RRB RESOLUTION NO. 2015-03

Karen Youel, Housing Staff, presented the staff report, utilizing a PowerPoint presentation.

Art Stephens, Code Enforcement, was available to answer questions.

Ron St. John, Park Owner's Representative, was available to answer questions.

Don Greene, Park Resident's Representative, was available to answer questions.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to consider the short-form rent increase application submitted by Town & Country Club Park and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.260% (an average of \$13.37) for the period of December 31, 2012 to December 31, 2014 and adopt RRB Resolution No. 2015-03. Motion carried unanimously.

CURRENT BUSINESS

7. PROPOSED AMENDMENTS TO CHAPTER 31 OF THE ESCONDIDO MUNICIPAL CODE CONCERNING WATER USE RESTRICTIONS AND MEASURES -

Request Council approve amending Chapter 31 of the Escondido Municipal Code (EMC) to clarify water use restrictions and associated Drought Response Levels. (File No. 0680-50)

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

ORDINANCE NO. 2015-12 (Introduction and First Reading)

Chris McKinney, Director of Utilities, presented the staff report, utilizing a PowerPoint presentation.

Sally Roney, Escondido, addressed the Council regarding penalty rates for water usage.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve amending Chapter 31 of the Escondido Municipal Code (EMC) to clarify water use restrictions and associated Drought Response Levels and introduce Ordinance No. 2015-12. Motion carried unanimously.

WORKSHOP

8. PRESENTATION CONCERNING DESIGN STANDARDS THAT REQUIRE LOOPED WATER DISTRIBUTION SYSTEMS -

Request Council consider the information presented concerning design standards for "looping" of the water distribution system. (File No. 1320-90)

Staff Recommendation: **Receive and File (Utilities Department: Christopher W. McKinney)**

Chris McKinney, Director of Utilities, presented the staff report, utilizing a PowerPoint presentation.

NO ACTION, INFORMATION ONLY.

FUTURE AGENDA

9. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo reported on North County Transit District's new route that will serve the San Diego County Fair; the Carlsbad Desalination Facility will produce 50,000 gallons of fresh water daily.

Councilmember Masson announced that Discovery Day is being held this weekend at Grace Lutheran Church.

Mayor Abed reported on SANDAG's adoption of a 1.2 billion dollar budget and pension reform that is based on 8% employee contribution; SANDAG also created a pension liability fund.

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

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:19 p.m.

MAYOR

CITY CLERK

MINUTES CLERK



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4

Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Award of Bid for Legal Advertising Fiscal Year 2015-16

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2015-102 awarding the bid for the City's legal advertising for a one-year period to the *U-T San Diego North County*.

FISCAL ANALYSIS:

The costs for legal advertising are included within the City Clerk and public project budgets, and are not expected to exceed \$25,000.

BACKGROUND:

The California Public Contract Code section 20169 requires when there is more than one newspaper of general circulation in a community that the public bidding process occur for the purpose of publishing legal notices.

A Notice Inviting Bids for Official Legal Advertising was published on May 3 and May 10, 2015, with a bid opening date of May 21, 2015. Bids were received from the *U-T San Diego North County* and *The Paper*.

An analysis of the bids submitted determined the *U-T San Diego North County* to be the most responsive bidder, based on their daily bid price per column inch, their bona fide subscription list of paying subscribers/circulation in Escondido, and additional services available, which gives us flexibility in complying with public noticing laws, as outlined in the bid specifications. City staff also believes that it is significant that the *U-T San Diego North County* provides a daily publication which measurably enhances the ability of the City to keep the public informed as to the activities of the City.

Respectfully submitted,

Diane Halverson, CMC
City Clerk

RESOLUTION NO. 2015-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING THE BID FOR THE CITY'S LEGAL PUBLICATIONS FOR A ONE-YEAR PERIOD AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CONTRACT WITH THE U-T SAN DIEGO NORTH COUNTY

WHEREAS, pursuant to Section 20169 of the California Public Contracts Code the City of Escondido proceeded to solicit proposals for the City's publication of legal notices; and

WHEREAS, a notice inviting bids was duly published and, pursuant to said notice, bids were received from the *U-T San Diego North County and The Paper*; and

WHEREAS, pursuant to the bids received and on file with the City Clerk's office and for the price set forth, the bona fide subscription list of paying subscribers and circulation in Escondido, and additional services available as outlined in the bid specifications, this City Council desires at this time and deems it to be in the best public interest to approve the bid submitted by the *U-T San Diego North County*.

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 bid of the *U-T San Diego North County* for legal publications for a one-year period is accepted and approved.
3. That the City Clerk is hereby authorized to execute the contract as attached as Exhibit "A" and which is incorporated by this reference.



CITY OF ESCONDIDO
AGREEMENT FOR SERVICES
(FOR CONTRACTS \$25,000 OR LESS)

This Agreement is made this _____ day of _____, 2015

Between: CITY OF ESCONDIDO
 a Municipal Corporation
 201 N. Broadway
 Escondido, California 92025
 Attn: Diane Halverson, City Clerk
 760-839-4617
 ("CITY")

And: U-T NORTH COUNTY
 3156 Vista Way, Suite 301
 Oceanside, CA 92056
 Attn: Melanie Jamil
 Classified Inside Sales Manager
 melanie.Jamil@utsandiego.com
 ("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for services, the parties agree as follows:

1. Services. The CONTRACTOR will furnish all of the legal advertising services described in its proposal dated _____ 2015, which was submitted to City in response to a request for proposals, published on May 3 and 10, 2015. CONTRACTOR'S proposal is found as "**Attachment A**" which is attached and incorporated by this reference. CONTRACTOR agrees to the terms proposed in Attachment A for a period of one year, through July 15, 2016.
2. Scope of Compensation. The CONTRACTOR will be compensated for performance of tasks specified in Attachment A only, unless the parties agree in writing that additional tasks will be included.
3. Insurance.
N/A
4. No Subcontractors. If CONTRACTOR subcontracts, assigns, or delegates any task without first obtaining the written consent of the CITY, the CITY may terminate the agreement immediately.
5. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship, express or implied, is created by the execution of this Agreement.
6. Indemnification. CONTRACTOR (which in this paragraph 6 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 claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement.

- 7. Additional Contract Terms. Both parties agree that this Agreement:
 - a. And its Attachments are the entire understanding of the parties, and that there are no oral terms.
 - b. Must prevail if any provision of this Agreement conflicts with any provision of its Attachment(s).
 - c. And its provisions will not be waived by CITY because CITY has waived any provision previously.
 - d. Will remain effective in its remainder if any court declares any portion of this Agreement invalid.
 - e. Is governed by California law, in the state and federal courts of North San Diego County.
 - f. May be executed in multiple copies by photocopy or scanning. Signatures on copies will have same effect as those on original.
 - g. When placed on file with the Escondido City Clerk, will take precedence over other copies of the agreement.
 - h. Business License. The CONTRACTOR agrees to obtain a City of Escondido Business License prior to execution 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

CONTRACTOR

City Clerk

Signature

Date: _____

Name and Title (please print)

Name of Company (please print)

Date Signed: _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

JEFFREY R. EPP, City Attorney

By: _____



**SPECIFICATIONS AND REQUIREMENTS FOR
PROPOSALS TO PROVIDE
OFFICIAL LEGAL ADVERTISING
FOR THE CITY OF ESCONDIDO
(ATTACHMENT "A" TO AGREEMENT FOR SERVICES)**

July 15, 2015 through July 15, 2016

The California Public Contract Code §20169 requires that in cities where there is more than one newspaper of general circulation printed and published, the legislative body shall publish a notice inviting bids and contract for the publication of legal notices required to be published in such a newspaper.

SUBMISSION OF BID: Each bid must be in a separate sealed envelope with bid information marked on the outside. Bids must be delivered to the City Clerk (where it will be time stamped to indicate time of receipt), 201 N. Broadway, Escondido, CA ***no later than Thursday, May 21, 2015 at 2:00 p.m.*** Bids received at 2:01 p.m. or later will be considered late and the rejected bid will be returned to the bidder unopened.

The City has the discretion to award the contract to a publication based upon price, frequency of publication, extent of circulation and other factors that the City deems important in ensuring legal notice to persons interested in city affairs.

The following bid specifications are prepared for a one-year period:

1. The contract will be awarded on the basis of:
 - a. Bid price per column inch
 - b. Circulation within the City of Escondido
 - c. Additional services provided by the newspaper, such as display advertisement, price, availability of on-line services, accessibility to City staff, acceptance of legal notices after normal deadlines, etc.
2. All bidders must be responsible publishers of a daily newspaper of general circulation regularly published in the County of San Diego and circulated in the City of Escondido having a bona fide subscription list of paying subscribers. **Definition of Subscriber:** *One who agrees to receive and pay for a specific number of consecutive issues of a newspaper.*

-
3. Bids submitted must be based upon the following:
- a. Legal advertising notice rates must be quoted per single column inch, 7.5 Arial, with a minimum of ten (10) lines to the column inch by either: (1) typesetting text, or (2) acceptance of camera-ready material (see sample on page 6). **Definition of Column Inch:** *a column inch is 1-1/4" wide by 1" long and shall include no less than 10 lines.*
 - b. All titles, including headings (unless otherwise prescribed by law or requested) shall be set in 7.5-point type, bold face, capitals.
 - c. For all publications, galley proofs shall be furnished to the City Clerk and supplemental proofs as may be necessary.
 - d. City deadlines for receipt of publication shall be strictly followed. Fees shall be based on bid only and there shall be no fee for late submittals of legal ads, which are accepted for publication.
 - e. The successful Bidder shall furnish affidavits, proofs, or certificates of publication of any official advertisement. Affidavits, proofs or certificates are to be certified under penalty of perjury by the person who, under the law is authorized to make the same, without any additional cost to the City.
 - f. Legal advertising must be printed in the English language.
 - g. Availability of legal advertisements to appear on-line to be noted along with the related charge (see page 7).
 - h. The City of Escondido reserves the right to request legal advertising typesetting and/or to submit any or all camera-ready formatted documents
4. If publication is circulated by mail, the following requirements shall apply:
- a. Postage receipt must accompany Proof of Publication.
 - b. A current copy of the required U. S. Postal Service Statement of Ownership Management and Circulation shall accompany the bid.
 - c. The bid shall be accompanied by evidence of paid Bulk Mail Permit covering the period of July 15 through December 31, 2015. In addition, the successful bidder shall submit by January 1, 2016 a Bulk Mail Permit for the year or remaining contract period.

5. All bidders must maintain an office located in the County of San Diego, which shall be open and regularly staffed with employees of the newspaper Monday through Friday, 9:00 a.m. to 5:00 p.m.
6. All bidders shall furnish an "Affidavit of Adjudication" with the bid as well as evidence that their newspaper is fully qualified under law to publish legal notices in the City of Escondido. The successful Bidder is required to notify the City of Escondido of any changes in adjudication status during the period of contract awarded. Failure to comply shall be cause to terminate the contract.
7. Bidders shall enclose with the bid evidence satisfactory to the City Clerk as to City limits paid subscribers, excluding newsstands. Said evidence could consist of a certified statement submitted by the Bidder as to number of paid subscribers. Failure to provide evidence of said paid subscription may result in the bid being rejected.

SAMPLE OF LEGAL NOTICE

(Pursuant to Section 3.a of these Specifications)

**CITY OF ESCONDIDO
SUMMARY OF
ORDINANCE(S)
ADOPTED 5-16-12**

Ord. 2012-08 – Escondido
Municipal Code amendment to
adopt provisions pertaining to
the review, operations and
inspection of food warehouses.

Ord 2011-08 was adopted by a
5-0 vote.

The full text of the foregoing
Ordinance(s) is/are available at
the City Clerk's Office.
Diane Halverson
City Clerk
May 16, 2012

**CITY OF ESCONDIDO
BID SCHEDULE FOR FY 20154-16
PUBLISHING OF LEGAL NOTICES**

1. Enter name and address of newspaper. _____
Show address for mailing copy and _____
address for making payment, if different _____

Email contact: _____

2. Vendor Code (Bidder - Leave Blank) _____

3. Proof of Adjudication enclosed YES _____ NO _____

4. Legal notices, show price per column inch, _____
maximum for one insertion, per specifications

5. Legal notices, show price per column inch, _____
maximum for subsequent insertion per
specifications

6. Legal notices, show price per column inch, _____
maximum for material composed or set,
but not printed

7. Display advertising for one insertion (may _____
include graphics, camera work composed,
but not printed)

8. Display advertising for subsequent inser- _____
tions (may include graphics, camera work
composed, but not printed)

9. If on-line advertising is available, price per ad _____

10. **Publication Dates:** (Use the following symbols _____
or abbreviations)

Daily ----- D

Sunday ----- S

11. Show latest certified circulation figures for each designation indicated below. If additional explanation of areas is necessary, please show on a separate sheet and note with ***.

CIRCULATION

- a. City of Escondido
(92025, 92026, 92027, 92029, 92033, 92046) _____
- b. Rural (Specify location) _____
- c. Total paid Escondido & Rural* _____
- d. Unpaid Escondido (City Limits) _____
- e. Unpaid rural* _____

(* Rural – City of Escondido Sphere of Influence)

CERTIFICATION

I, _____, DO HEREBY CERTIFY, UNDER PENALTY OF
(Print or Type Name)
PERJURY, THAT THIS INFORMATION IS CORRECT AND THAT ANY MISINFORMATION
MAY BE CAUSE FOR REJECTION OR CANCELLATION OF THIS BID.

DATE: _____

(Signature of Bidder)
(SIGNATURE MUST BE NOTARIZED)

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Gabrielle Restivo, Management Analyst

SUBJECT: Final Assessment Engineer's Report for Zones 1-36 and 38 of the City of Escondido
Landscape Maintenance Assessment District for FY 2015/2016

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-106 approving the Assessment Engineer's Report and the annual levy and collection of assessments in Zones 1-36 and 38 of the Escondido Landscape Maintenance Assessment District (LMD) (map attached to staff report) for FY 2015/2016.

FISCAL ANALYSIS:

The LMD reimburses all costs incurred in all zones except Zone 12 and Zone 13. The City of Escondido purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and assumed the assessment for this individual property. Zone 13 was formed to pay for the maintenance of the Center City Parkway landscape median south of Felicita Avenue and north of Montview Drive. The City shares maintenance costs for Zone 13 with the two shopping centers on either side of the parkway.

PREVIOUS ACTION:

On March 18, 2015, the City Council adopted Resolution Nos. 2015-32 and 2015-33 initiating proceedings for the annual levy of assessments for Zones 1-36 and 38 of the LMD, approving the preliminary Assessment Engineer's Report, and set a public hearing date of May 6, 2015.

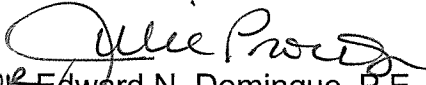
BACKGROUND:

The City Council has approved the preliminary Assessment Engineer's Report for Zones 1-36 and 38 of the LMD for FY 2015/2016 that details the budget and assessments in these zones. A public hearing was held on May 6, 2015, to provide the opportunity for public input on the proposed assessments.

June 17, 2015
LMD Final Report FY 2015/16
Page 2

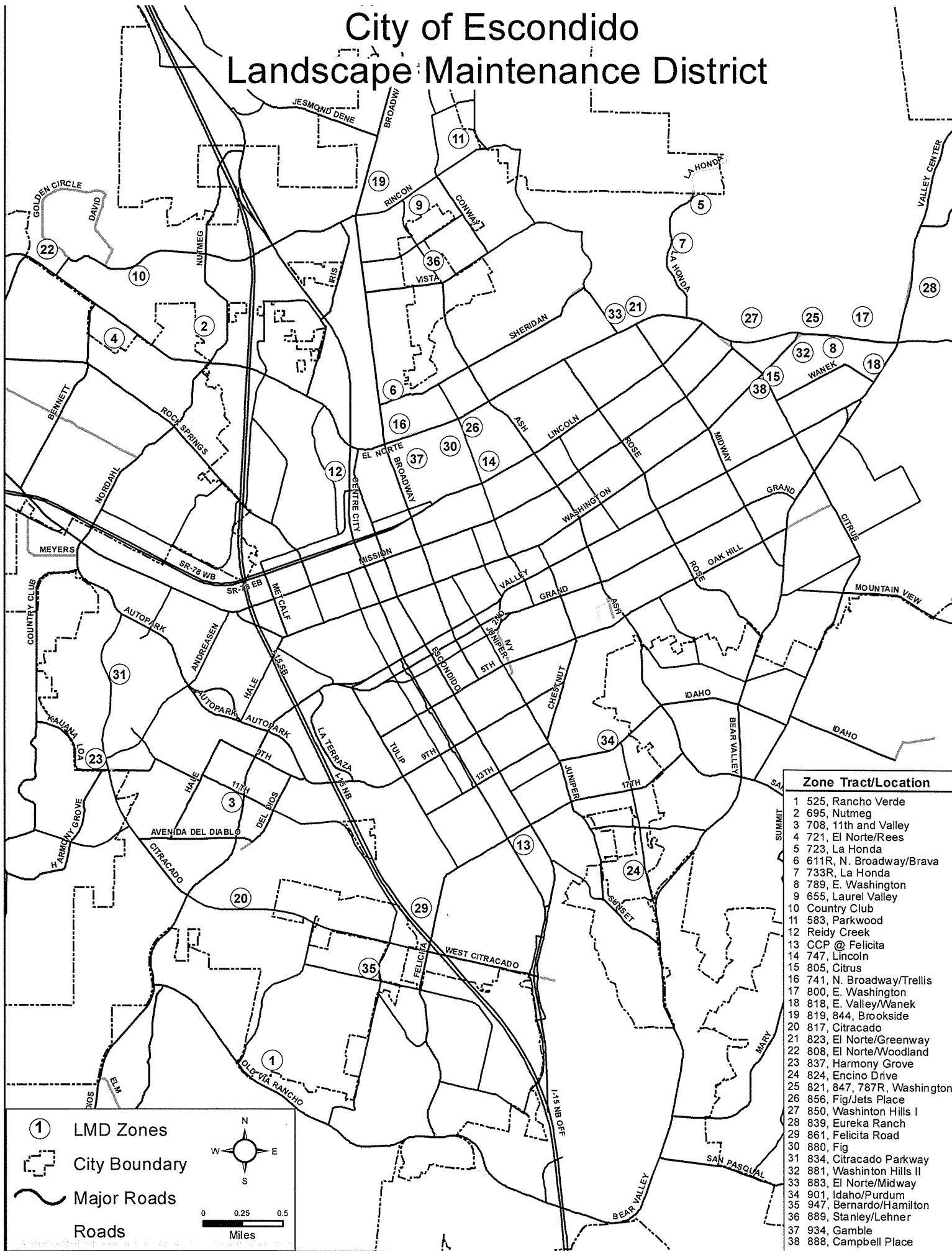
The final Assessment Engineer's Report submitted for City Council approval today reflects the budget and assessments for Zones 1-36 and 38 of the LMD for FY 2015/2016 after completion of the City review and public input process.

Respectfully submitted,


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


Gabrielle Restivo
Management Analyst

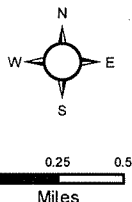
City of Escondido Landscape Maintenance District



Zone Tract/Location

- 1 525, Rancho Verde
- 2 695, Nutmeg
- 3 708, 11th and Valley
- 4 721, El Norte/Rees
- 5 723, La Honda
- 6 611R, N. Broadway/Brava
- 7 733R, La Honda
- 8 789, E. Washington
- 9 655, Laurel Valley
- 10 Country Club
- 11 583, Parkwood
- 12 Reidy Creek
- 13 CCP @ Felicity
- 14 747, Lincoln
- 15 805, Citrus
- 16 741, N. Broadway/Trellis
- 17 800, E. Washington
- 18 818, E. Valley/Wanek
- 19 819, 844, Brookside
- 20 817, Citracado
- 21 823, El Norte/Greenway
- 22 808, El Norte/Woodland
- 23 837, Harmony Grove
- 24 824, Encino Drive
- 25 821, 847, 787R, Washington
- 26 856, Fig/Jets Place
- 27 850, Washinton Hills I
- 28 839, Eureka Ranch
- 29 861, Felicity Road
- 30 880, Fig
- 31 834, Citracado Parkway
- 32 881, Washinton Hills II
- 33 883, El Norte/Midway
- 34 901, Idaho/Purdum
- 35 947, Bernardo/Hamilton
- 36 889, Stanley/Lehner
- 37 934, Gamble
- 38 888, Campbell Place

- ① LMD Zones
- City Boundary
- Major Roads
- Roads



RESOLUTION NO. 2015-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORT, AND APPROVING THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN ZONES 1 THROUGH 36 and 38 OF THE ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2015/2016

WHEREAS, the City Council of the City of Escondido has previously formed a maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act), Article XIID of the Constitution of the State of California ("Article XIID"), and the Proposition 218 Omnibus Implementation Act, Government Code Section 53750 and following, (the "Implementation Act") (the 1972 Act, Article XIID, and the Implementation Act are referred collectively as the "Assessment Law"). Such maintenance district is known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, there has been established by the City 38 zones within the Maintenance District; and

WHEREAS, on May 6, 2015, the City Council held a public hearing and initiated proceedings to provide for the annual levy and collection of assessments for Zones 1-36 and 38 of the Maintenance District for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance of the existing improvements in Zones 1-36 and 38 of the Maintenance District; and

WHEREAS, notice of the public hearing was duly and legally published in the time, form, and manner as required by law; and

WHEREAS, the City Council also previously received and preliminarily approved a report of the Assessment Engineer (the "Assessment Engineer's Report"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, for Zones 1-36 and 38 of the Maintenance District as required by the 1972 Act, and this City Council desires to continue with the proceedings for the annual levy and collection; and

WHEREAS, this City Council carefully examined and reviewed the Assessment Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein pertaining to Zones 1-36 and 38 of the Maintenance District and is satisfied that the assessments for Zones 1-36 and 38 have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Assessment Engineer's Report; and

WHEREAS, the City Council desires to confirm and approve such final Assessment Engineer's Report and to authorize the annual levy and collection of the assessments for Zones 1-36 and 38 of the Maintenance District for Fiscal Year 2015/2016; and

WHEREAS, the City Council finds the Maintenance District as exempt from the California Environmental Quality Act (Public Resources Code Section 21000 and following) ("CEQA") pursuant to section 15302(d) of the State CEQA guidelines;

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

1. That the above recitals are true.
2. Based upon the Assessment Engineer's Report and the testimony and other evidence received at the public hearing, it is hereby determined that:

A. The proportionate special benefit derived by each parcel proposed to be assessed has been determined in relationship to the entirety of the cost of maintenance of the improvements.

B. No assessment is proposed to be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit to be conferred on such parcel from the improvements.

C. Only special benefits have been assessed.

3. That the Assessment Engineer's Report is hereby approved and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to said Assessment Engineer's Report for a full and detailed description of:

- (a) The existing improvements to be maintained;
- (b) The maintenance of the improvements to be performed;
- (c) The estimates of costs of the maintenance of the improvements to be performed, including the cost of incidental expenses in connection therewith, and including that portion of the costs and expenses representing the special benefits

to be conferred by such maintenance of the improvements on the parcels within Zones 1-36 and 38 of the Maintenance District;

(d) The diagram of the Maintenance District and the zones therein showing (i) the exterior boundaries of the Maintenance District; (ii) the boundaries and zones within the Maintenance District; and (iii) the lines and dimensions of each parcel of land within the Maintenance District; provided, however, such diagram may refer to the San Diego County Assessor's maps for detailed description of such lines and dimensions, in which case such maps shall govern for all details concerning such lines and dimensions; and

(e) The assessment of the total amount of the cost and expenses of the maintenance of the improvements upon the several divisions of land in the Maintenance District in proportion to the estimated special benefits to be conferred on such subdivisions, respectively, by such maintenance and the assessments upon assessable lots and parcels of land within the Maintenance District.

4. That the public interest and convenience requires the Fiscal Year 2015/2016 annual levy and collection of the assessments for Zones 1-36 and 38 of the Maintenance District as set forth and described in the Assessment Engineer's Report; and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvements as estimated in the Assessment Engineer's Report. All costs and expenses of the maintenance and incidental expenses have been apportioned and

distributed to the benefiting parcels in Zones 1-36 and 38 of the Maintenance District in accordance with the special benefits received from the existing improvements.

5. The City Clerk is hereby ordered and directed to immediately file a certified copy of the diagram and assessment with the County Auditor. Said filing to be made no later than the August 10, 2015.

6. After the filing of the diagram and assessment, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the assessment.

7. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

8. The annual assessments as above authorized and confirmed and levied for these proceedings will provide revenue to finance the maintenance of authorized improvements for Zones 1-36 and 38 of the Maintenance District in the fiscal year commencing July 1, 2015, and ending June 30, 2016.

9. This Resolution shall take effect immediately upon its adoption.

SDFA

Assessment Engineer's Report Zones 1 through 36 and 38

Fiscal Year 2015/16

City of Escondido

201 North Broadway – Escondido California 92025

Landscape Maintenance Assessment District

FINAL REPORT

June 17, 2015

Report pursuant to the Landscaping and Lighting Act of 1972, Part 2 Division 15 of the Streets and Highways Code, Article XIII.D. of the California Constitution, and Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.). The Streets and Highways Code, Part 2, Division 15, Article 4, commencing with Section 22565, directs the preparation of the Assessment Engineer's Report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described herein.

**DUE TO THE NUMBER OF PAGES OF EXHIBIT(S) A COMPLETE SET IS AVAILABLE IN THE OFFICE OF THE CITY CLERK OR CITY ATTORNEY.
For Councilmembers, a set is available in the Council reading file.**

SPECIAL DISTRICT FINANCING & ADMINISTRATION

437 W. Grand Avenue

Escondido CA 92025

760 • 233 • 2630 Fax 233 • 2631

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director Library and Community Services
Karen Williams, Older Adult Services Manager

SUBJECT: Third Amendment to the County of San Diego Senior Nutrition Services Contract No. 547766

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-95 authorizing the Director of Library and Community Services to execute a Third Amendment to County Contract No. 547766, County of San Diego, Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program.

FISCAL ANALYSIS:

The Senior Nutrition Program is funded through the General Fund. However, a pay for performance grant through the County of San Diego Health and Human Services Agency will help to offset costs of up to \$186,711 for the 2015/2016 fiscal year. The grant agreement also provides for the annual payment from the County to be extended through June 30, 2018.

PREVIOUS ACTION:

On July 1, 2014, Council approved the original Contract No. 547766 with the County of San Diego, Health and Human Services Agency by adopting Resolution No. 2014-90.

On May 20, 2015, Council approved a budget adjustment of \$4,397.00 to accept One Time Only monies. This was the Second Amendment to Contract No. 54766.

BACKGROUND:

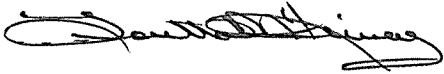
The basis of the Senior Nutrition Program is to offer seniors nutritionally balanced meals in a congregate setting to increase health and stave off isolation. The Escondido Senior Center has offered this program Monday through Friday for over 40 years. Furthermore, grants through the County of San Diego Aging and Independence Services have helped to offset costs for the Senior Nutrition Program for over 27 years.

In order to accomplish the above, the Senior Nutrition Program is comprised of two components, transportation and meal service. The transportation component provides seniors a means to access the meal service component. The County grant reimburses the City for both components. Therefore, reimbursement is received for transportation based on each one-way ride and for meal service based on each meal served to seniors 60 and older.

In the recent past, the Senior Nutrition Program has experienced an increase in participation of seniors who ride on the vans and who dine at the Senior Center. By the end of fiscal year 201415 over 13,000 one-way rides will have been given and over 23,000 meals served. In fiscal year 20156, staff estimates providing over 14,000 one-way rides and serving over 24,000 meals.

The Senior Nutrition Council and the Escondido seniors served at the Escondido Senior Center, are pleased with the Nutrition Program. Therefore, staff recommends adoption of Resolution No. 2015-95 in order to continue this valuable service to the senior community of Escondido during fiscal year 2015-2016.

Respectfully submitted,



Loretta McKinney
Director of Library and Community Services



Karen Williams
Older Adult Services Manager

RESOLUTION NO. 2015-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF LIBRARY AND COMMUNITY SERVICES TO RECEIVE A GRANT IN THE AMOUNT OF \$186,711 PER YEAR THROUGH JUNE 30, 2018, FROM THE COUNTY OF SAN DIEGO TO PROVIDE SENIOR NUTRITION SERVICES AND EXECUTE THE THIRD AMENDMENT TO COUNTY AGREEMENT NUMBER 547766 WITH CITY OF ESCONDIDO

WHEREAS, the City of Escondido understands that there is a need to provide Escondido seniors with nutritious meals in a congregate setting to improve health and limit isolation; and

WHEREAS, the City of Escondido desires to make available the Senior Nutrition Program at the Escondido Senior Center Park Avenue Café; and

WHEREAS, the Senior Nutrition Program will be funded in part from funds made available through a grant provided by the County of San Diego, ("County"); and

WHEREAS at the County's option, they may extend this agreement each year through June 30, 2018; and

WHEREAS, the Director of Library and Community Services recommends approval of the Third Amendment to County Agreement Number 547766 Agreement ("Agreement"); and

WHEREAS, this City Council desires at this time, and deems it to be in the best public interest, to approve this Third Amendment to the Agreement to provide nutritionally balanced lunches effective July 1, 2015, through June 30, 2016; with up to two (2) additional years, not to exceed June 30, 2018.

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 from the Director of Library and Community Services.
3. That the Director of Library and Community Services is authorized to execute, on behalf of the City, an Agreement to provide a Senior Nutrition Program at the Escondido Senior Center. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.
4. That the City Council authorizes the Director of Library and Community Services to receive a \$186,711 grant from the County and execute, on its behalf, grant contract documents, including any extensions or amendments thereof.

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 547766 AMENDMENT NO. 03**

To City of Escondido. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Senior Nutrition Program Effective Date: July 1, 2015

Description of Contract Change(s) and/or Work To Be Done:

- 1) The Signature Page of the Services Template is modified as follows:
 - a) Compensation. The compensation for Option Year One (Fiscal Year 2015-2016) is decreased by \$6,009, from \$192,720, for a revised new total of \$186,711.
 - b) Total contract price is decreased by \$6,009, from \$785,699, for a revised new total of \$779,690.

PLEASE NOTE: A copy of the revised "Signature Page" marked AMENDMENT #03 is attached for your convenience. Do not remove and replace the original "Signature Page".

Description of Additional Contract Change(s) and/or Work To Be Done:

- 2) Exhibit C, Payment Schedule for Fiscal Year 2015-2016 is added:
 - a) Congregate Meals: # of Service Units is 23,700; Fixed Supplemental Rate is \$4.24; Total is \$100,488.
 - b) Transportation: # of Service Units is 13,500; Fixed Supplemental Rate is \$5.00; Total is \$67,500.
 - c) Incentive Payments NSIP-C1: # of Service Units is 23,700; Fixed Supplemental Rate is \$0.79; Total is \$18,723.
 - d) TOTAL for the Period of July 1, 2015 – June 30, 2016 is \$186,711.

Please ADD the following:

- 1. **Exhibit C with pages marked AMENDMENT #03.**

All other Terms and Conditions remain in effect

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein, and will accept as full payment the decreased amount of \$186,711 for Fiscal Year 2015– 2016.

THIS AMENDMENT IS NOT VALID UNLESS APPROVED BY THE DIRECTOR, DEPARTMENT OF PURCHASING AND CONTRACTING.

Department Review and Recommended Approval:

Contract time for completion remains unchanged.

By: _____
ELLEN SCHMEDING, Director
Aging & Independence Services

Revised Contract Total Price is \$779,690.

Date: _____

By: _____

APPROVED:

Date: _____

Amy Shipley, Assistant Director of Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025
Phone: (760) 839-6269; FAX: (760) 839-6269
Email: ashipleym@escondido.org

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: _____

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PAYMENT SCHEDULE

1. **COMPENSATION:** The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA). A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.
2. **SERVICE UNITS AND RATES FOR THE PERIOD OF JULY 1, 2015- JUNE 30, 2016**

Exhibit A Paragraph Reference	Services	Funding Source	# of Service Units	Fixed Supplemental Rate	Total
4.1	Congregate Meals	Title III-C1 (1)	23,700	\$4.24	\$100,488
4.4	Transportation	Title III-B (3)	13,500	\$5.00	\$67,500
4.1	Incentive Payments*	NSIP-C1	23,700	\$0.79	\$18,723
6.2.3	One-time-only (OTO)	OTO-C1	N/A	N/A	\$0
TOTAL					\$186,711

- (1) State of California C-1 funding stream
- (2) State of California C-2 funding stream
- (3) State of California B funding stream

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimated ONLY and may be adjusted based on actual prior year number of meals served.

**OTO funds are restricted to the purchase or repair of equipment and/or County-provided vehicles. Refer to Paragraph 6.2.3 of Exhibit A for additional restrictions/requirements.

COUNTY CONTRACT NUMBER 547766
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this 1st day of July, 2014 ("Effective Date") and end on June 30, 2015 ("Initial Term") for a total Agreement period of one (1) year.

OPTION TO EXTEND. The County's option to extend is for three (3) increments of one (1) year each for a total of three (3) years beyond the expiration of the Initial Term, not to exceed June 30, 2018, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum of two hundred seven thousand five hundred thirty nine dollars (\$207,539) for the initial term of this Agreement and one hundred eighty six thousand seven hundred eleven dollars (\$186,711) for the first option year, and one hundred ninety two thousand seven hundred twenty dollars (\$192,720) for second and third one year option periods, for a maximum Agreement amount of seven hundred seventy nine thousand six hundred ninety dollars (\$779,690), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Albert Venditti, Contract Administrator
Aging & Independence Services
5560 Overland Ave, Suite 310
San Diego, CA 92123
Phone: (858) 505-6958; Fax: (858) 694-2316;
Email: albert.venditti@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Amy Shipley; Assistant Dir. Of Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025
Phone: (760) 839-6269; FAX (760) 839-7044;
Email: ashipley@escondido.org



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. 2004-_____ File No. _____

Ord No. 2004-_____

Agenda Item No.: 7
Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services
Karen Williams, Older Adult Services Manager

SUBJECT: Public Service Agreement with Redwood Senior Homes and Services for Senior Transportation

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-96 authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services (RSHS), to provide transportation services for the Senior Nutrition Program in the amount of \$147,800.

FISCAL ANALYSIS:

Funding for transportation services is included in the FY 2015-16 Senior Nutrition budget in the amount of \$145,000. In addition Community Development Block Grant (CDBG) funds will provide \$24,000 to the senior transportation program, which will be used to cover direct transportation costs to RSHS as well as staff salary costs. A nutrition grant through the County of San Diego Aging and Independence Services, will reimburse transportation services for Senior Nutrition Programs at the rate of \$5 per ride up to 13,500 rides, or \$67,500 for fiscal year 2015/2016, resulting in defrayed costs to the City.

PREVIOUS ACTION:

On January 17, 2001, the City Council approved an agreement with Redwood Senior Homes and Services for transportation services for seniors.

On June 24, 2009, Council approved a subsequent agreement with RSHS by adopting Resolution 2009-89. Amendments to this agreement have been approved by Council each fiscal year thereafter. This agreement is set to expire on June 30, 2015.

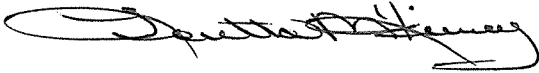
In March 2015, Request for Proposals were mailed to seven businesses that provide transportation services in north San Diego County. Two business submitted proposals: Sol Transportation located in Oceanside, and Redwood Senior Homes and Services located in Escondido. Staff compared the two bids and concluded that RSHS provides the most efficient transportation package including a reservation system, staffing, and vehicles for the lowest cost to the City. As Sol Transportation does not own a second van to accommodate the large volume of seniors needing transportation, it was determined that their bid did not meet the requirements stated in the Request for Proposal.

BACKGROUND:

The City of Escondido has provided van service for the Nutrition Program for approximately 21 years. During the past two years, the Senior Nutrition Program has experienced a steady participation in the numbers of seniors who utilize the transportation service. In FY 13-14, a total 13,815 one-way rides were completed. By the end of FY 14-15, it is estimated that 13,875 trips will have been completed.

Escondido seniors are faced with a strained economy, soaring food and transportation costs, and find it difficult to make ends meet on a fixed income. The transportation services offered through the Senior Nutrition Program present a solution to Escondido seniors to access good nutrition and combat isolation in a positive environment. As a result of this service, the senior community continues to be an active participant in the City's economic and civic growth.

Respectfully submitted,



Loretta McKinney
Director of Library and Community Services



Karen Williams
Older Adult Services Manager

RESOLUTION NO. 2015-96

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, A PUBLIC SERVICE AGREEMENT
WITH REDWOOD SENIOR HOMES AND
SERVICES FOR PROVISION OF
TRANSPORTATION SERVICES

WHEREAS, the City of Escondido recognizes the need for transportation services for elderly persons in our community; and

WHEREAS, Redwood Senior Homes and Services ("RSHS") has submitted a proposal and was interviewed by staff; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Public Service Agreement ("Agreement") with RSHS to provide these transportation services for elderly; and

WHEREAS, the Director of Library and Community Services recommends approval of entering into an Agreement with RSHS for one (1) year; effective July 1, 2015, through June 30, 2016, in an amount not to exceed \$147,800;

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

1. That the above recitations are true.
2. That the City Council accept the recommendation of the Director of Library and Community Services.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement for one (1) year with Redwood Senior Homes and Services for

transportation services. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this 1st day of July, 2015.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Karen Williams
760-839-4046
("CITY")

And: Redwood Senior Homes and Services
710 West 13th Avenue
Escondido, California 92025
Attn: Sophia Lukas, Executive Director
760-747-4306
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Scope of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$147,800 as described in "Attachment B," which is attached and incorporated by this reference. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term, Time of Performance and Renewal. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by June 30, 2016. Two additional one (1) year Option Periods may be granted immediately following the initial term, with mutual agreement between the CITY and CONTRACTOR, for a total of three (3) consecutive years. Agreement for a one (1) year

Option Period will be confirmed in writing sixty (60) days prior to termination of the current contract period. Either party may, at that time, decline to renew the contract, and such declination will render any subsequent renewal options null and void.

- a. CONTRACTOR agrees that the cumulative total of all Option Period 1 increases will not exceed three (3) percent of the prices in effect for the initial period.
 - b. CONTRACTOR agrees that the cumulative total of all Option Period 2 increases will not exceed (3) percent of the prices in effect for Option Period 1.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Scope of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.
- a. The CONTRACTOR shall secure and maintain at its own cost, 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 7(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
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

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 Automobile 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 CONTRACTOR's work, including its on-going 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, CONTRACTOR 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.
8. Indemnification. CONTRACTOR (which in this paragraph 8 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 the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR 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 CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR

assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. 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.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. 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.
13. 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 because any other provision has been waived by CITY, in whole or in part.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR 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. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the 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 CONTRACTOR to comply with this section.

21. 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.

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

IN WITNESS WHEREOF, 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

(Contractor name)

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

**ATTACHMENT A
SCOPE OF SERVICES**

1. The Contractor will transport seniors who live within the City of Escondido and neighboring unincorporated areas of county that have Escondido addresses, and who may use wheelchairs, walkers, and canes. Transportation services will be provided Monday through Friday, except on holidays designated by the City. The Contractor will pick up seniors in the morning and drop them off at the ESC between the hours of 7:30 a.m. and 10:30 a.m. The Contractor will begin transporting seniors from the ESC to their respective homes beginning at 12:30 p.m. See area map - attachment 1.
2. The Contractor shall comply with all federal, state, A.I.S. and local laws, and regulation governing the transportation; and procure and keep in effect all necessary licenses and permits required by law; and post such licenses, permits and cards in a prominent and appropriate place.
3. Upon request, the Contractor will deliver to the City a copy of the Contractor's last annual California Highway Patrol, California Department of Transportation, company daily inspection reports, and/or mechanic safety inspection reports as they relate to the performance of this contract to determine the adequacy of the Contractor's maintenance and safety practices regarding transportation services provided under this contract.
4. The Contractor will allow the City and the A.I.S. to have access to the Contractor's purchase documents and records, passenger manifests, and/or any inspection reports related to the performance of this contract.
5. The Contractor shall be responsible for costs relating to maintenance, licensing, staffing, and daily operations of the vehicles for the transportation component.
6. The Contractor shall be responsible for coordinating all transportation services and schedules between seniors and drivers.
7. The Contractor will provide the City with daily transportation reports that outline the seniors by name and how many one-way trips were provided on a given day. Reports will be emailed to the Escondido Senior Center nutrition manager no later than 12 pm the following day that the transportation service was provided, or the following Monday when service was provided on a Friday.
8. The Contractor shall comply with all applicable federal, state, and local laws and regulations pertaining to the hiring procedures, wages and hours of employment.

9. The Contractor shall only accept donations from seniors 60 and older, and rider fees from seniors 50 to 59 years old.
10. The Contractor will bill the City of Escondido on a monthly basis.
11. Contractor bonding requirements will be waived for this contract.
12. The Contractor certifies that in performing under the Agreement awarded by the City of Escondido, it will comply with the County of San Diego Affirmative Action Program adopted by the Board of Supervisors, including all current amendments.
13. The Contractor agrees to use the following vehicles to provide transportation under this Agreement:
 - a. Primary Vehicles
 - i. 2010 Starcraft Bus
 1. 16 passenger seats with 2 wheelchair accessible spaces or 12 passenger seats and 3 wheelchair accessible spaces
 2. Vehicle is equipped with left gate to provide access for riders in wheelchairs
 - ii. 2003 El Dorado Bus
 1. 16 passenger seats with 2 wheelchair accessible spaces
 2. Vehicle is equipped with lift gate to provide access for riders in wheelchairs
 - b. Alternate Vehicles
 - i. 2006 El Dorado Bus
 1. 14 passenger seats with 2 wheelchair accessible spaces
 2. Vehicle is equipped with lift gate to provide access for riders in wheelchairs
 - ii. 2000 El Dorado Bus
 1. 14 passenger seats with 2 wheelchair accessible spaces
 2. Vehicle is equipped with lift gate to provide access for riders in wheelchairs

ATTACHMENT B

**Redwood Senior Homes and Services
Compensation for Transportation for Escondido Senior Center
Fiscal Year 2015-16
(July 1, 2015 to June 30, 2016)**

Working with the City of Escondido staff, Redwood Senior Homes and Services agrees to provide the services described in "Attachment A" and receive the following compensation:

1. Provide unlimited rides for an annual fee of \$147,800.
2. Payment will be made monthly in the amount of \$12,316.66 for the first eleven (11) months with a final monthly payment in the amount of \$12,316.74.

Terms of Payment:

Contractor will send invoices to the City of Escondido, Escondido Senior Center, 210 Park Avenue, Escondido, CA 92025. Invoices must contain the following information: invoice #, description of services, unit prices, extended totals, and purchase order #. Upon completion of each calendar month, the Contractor may submit an invoice to the City for payment. Upon receipt of the invoice, the City will remit payment within thirty (30) days.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services
Karen Williams, Older Adult Services Manager

SUBJECT: Public Service Agreement with Redwood Senior Homes and Services for Meal Service

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2015-97 authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services (RSHS) Town Court, to provide meals for the Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2015-2016 in the amount of \$129,051.

FISCAL ANALYSIS:

Funding for senior meals is included in the FY 2015-16 Senior Nutrition budget in the amount of \$102,920. Additionally, the Senior Nutrition program has been awarded CDBG funding for FY 15-16, of which \$26,131 will pay for senior meals. Combined, the two amounts total \$129,051 required for the Agreement.

The City has been awarded a nutrition grant through the County of San Diego Aging and Independent Services, which will commence on July 1, 2015. This grant will offset the Senior Nutrition congregate meal costs for a maximum of \$119,211.

PREVIOUS ACTION:

On January 17, 2001, the City Council approved an agreement with RSHS to provide catering services for the Escondido Senior Center Nutrition Program.

On June 24, 2009, Council approved a subsequent agreement with RSHS by adopting Resolution 2009-88. Amendments to this agreement have been approved by Council each fiscal year thereafter. This agreement is set to expire on June 30, 2015.

In March 2015, Request for Proposals were mailed to seven local businesses that provide senior meal services to residential senior communities as well as other San Diego and North County senior centers. After reviewing the four returned RFP's, staff is recommending services be provided by RSHS. While not the lowest bid, RSHS can guarantee the delivery time of 11 a.m. which was stipulated in the RFP. The lowest bidder could not guarantee a specific delivery time, which is critical to the operations of the Nutrition Center and its participants.

BACKGROUND:

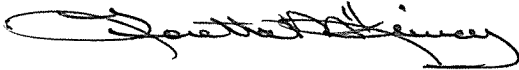
The City of Escondido has offered the Nutrition Program for over 41 years.

During the past two years, the Senior Nutrition Program has experienced an increase in the number of seniors who dine at the Senior Center. In FY 13-14 staff served a total of 23,826 meals. By the end of FY 15-16, it is estimated that 24,220 meals will have been served.

Staff attributes this steady increase in the number of meals served, to the strained economy, soaring food and transportation costs, and the reality that most seniors live on limited or fixed incomes. As a stipulation of receiving the County grant, seniors age 60+ are asked only for a suggested donation and cannot be turned away due to the lack of ability to donate.

The Senior Nutrition Program offers a solution to low-income Escondido seniors to access good nutrition and combat isolation in a positive environment. In return, the senior community continues to be an active participant in the City's economic and civic growth.

Respectfully submitted,



Loretta McKinney
Director of Library and Community Services



Karen Williams
Older Adult Services Manager

RESOLUTION NO. 2015-97

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, A PUBLIC SERVICE AGREEMENT
WITH REDWOOD SENIOR HOMES AND
SERVICES FOR PROVISION OF MEAL
SERVICES

WHEREAS, the City of Escondido recognizes the need for nutrition services for elderly persons in our community; and

WHEREAS, Redwood Senior Homes and Services ("RSHS") has submitted a proposal and was interviewed by staff; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Public Service Agreement ("Agreement") with RSHS to provide these meals services for elderly; and

WHEREAS, the Director of Library and Community Services recommends approval of executing the Agreement for one (1) year; effective July 1, 2015, through June 30, 2016, in an amount not to exceed \$129,051;

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

1. That the above recitations are true.
2. That the City Council accept the recommendation of the Director of Library and Community Services .
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement for one (1) year with Redwood Senior Homes and Services for meals

services. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this 1st day of July, 2015.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Karen Williams
760-839-4046
("CITY")

And: Redwood Senior Homes and Services
710 West 13th Avenue
Escondido, California 92025
Attn: Sophia Lukas, Executive Director
760-747-4306
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Scope of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$3.80 per meal and \$10.00 daily delivery charge as described in "Attachment B," which is attached and incorporated by this reference. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term, Time of Performance and Renewal. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by June 30, 2016. Two additional one (1) year Option Periods may be granted immediately following the initial term, with mutual agreement between the CITY and CONTRACTOR, for a total of three (3) consecutive years. Agreement for a one (1) year

Option Period will be confirmed in writing sixty (60) days prior to termination of the current contract period. Either party may, at that time, decline to renew the contract, and such declination will render any subsequent renewal options null and void.

- a. CONTRACTOR agrees that the cumulative total of all Option Period 1 increases will not exceed three (3) percent of the prices in effect for the initial period.
 - b. CONTRACTOR agrees that the cumulative total of all Option Period 2 increases will not exceed (3) percent of the prices in effect for Option Period 1.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Scope of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
 5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
 6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
 7. Insurance Requirements.
 - a. The CONTRACTOR shall secure and maintain at its own cost, 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 7(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
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

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 Automobile 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 CONTRACTOR's work, including its on-going 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, CONTRACTOR 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.
8. Indemnification. CONTRACTOR (which in this paragraph 8 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 the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR 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 CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR

assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. 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.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. 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.
13. 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 because any other provision has been waived by CITY, in whole or in part.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR 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. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the 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 CONTRACTOR to comply with this section.

21. 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.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, 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

(Contractor name)

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

**ATTACHMENT A
SCOPE OF SERVICES**

1. The City and the Contractor will create menus that comply with Exhibits 4 & 5. The City and the Contractor shall assure that all meals meet the standards of Title III of the Older Americans Act, and Nutritional Guidelines of the County of San Diego Aging and Independence Services (Exhibit 1). The Contractor will comply fully with all requirements of the California Department of Aging Program Manual including the section attached hereto (Exhibit 2). All menus must be written in at least five week cycles and submitted to City staff by the first of the month prior. Only approved menus are to be used as a guide to meal preparation with the exception of deviations requested by City staff.
2. The Contractor will prepare on average, 110 congregate meals per day Monday through Friday, except on holidays designated by the City. The City will give an initial number of meals needed for the following day by 3 pm on the previous day including the last day of week before weekend, and final confirmation by 9 am the day of, with the ability to increase or decrease initial order by 10 meals. Per day meals may increase to approximately 175 meals per day on special holiday lunches. The number of requested meals may be below these numbers. The City will be charged a flat per meal rate for congregate meals.
3. The Contractor shall comply with all federal, state, A.I.S. and local laws, and regulation governing the preparation and handling of food; and procure and keep in effect all necessary licenses, permits and food handlers' cards required by law; and post such licenses, permits and cards in a prominent place within the meal preparation areas. In addition, all food prepared for the City will be prepared in a Health Inspected Facility. Upon request, the Contractor will deliver to the City a copy of the Contractor's last Health Inspection Report, beginning with the last restaurant operated by the Contractor. Upon request, the Contractor will deliver to the City a copy of the Contractor's latest Food Manager's Certificate.
4. The Contractor shall deliver meals to the Escondido Senior Center 210 Park Avenue, Escondido, no later than 11 a.m. Monday through Friday. Exceptions must be mutually agreed upon, by both the City and the Contractor before changes are made regarding delivery. If the Contractor delivers food to the City, the vehicle used will be pre-approved by City personnel for suitability. In any case, the Contractor is responsible for delivering items to the City that were missing or shorted immediately after it is noticed by the City staff.
5. The Contractor shall be responsible for ordering, purchasing, and paying for raw food items and consumable supplies to be used in the preparation of all meals. Food preparation shall occur at the

Contractor's site and under supervision of Contractor's employees. The Contractor will not deliver overcooked or under-cooked food items. The Contractor may deliver uncooked food items if requested in advance by the City. Fresh or frozen vegetables will be cooked only to the point of tenderness at time of delivery to the City. Fresh fruit will be served daily or as required by A.I.S. The Contractor will also participate in the A.I.S. Harvest of the Month program by incorporating the predetermined fruit or vegetable into the meals at least once per week during that month.

6. The Contractor will prepare a quantity of food necessary to assure that shortages do not occur due to minor serving errors. The size of serving portions necessary to meet nutritional requirements will be communicated to the City with each meal.
7. The Contractor will allow the City and the A.I.S. to have access to the Contractor's purchase documents and records, as well as food preparation, packaging and storage areas related to the performance of this contract to determine the adequacy of the Contractor's purchasing, nutrition, and sanitation practices regarding meals provided under this contract.
8. The Contractor shall comply with all applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.
9. The Contractor and City shall jointly maintain a Meal Transportation Log (Exhibit 3), which includes menu items, portion size, and temperature record system and said temperature record will be implemented and maintained to ensure sanitary and safe food handling procedures.
 - Temperature records shall include:
 - Food prep
 - Cool down
 - Storage
 - Refrigeration & freezer equipment (at facility opening & closing)
 - Temperature of perishable food before loading for delivery
10. The Contractor will supply information to the City for project reports as needed (e.g., actual labor costs and raw food costs).
11. Additional requirements are found in Exhibit 1: Title 22, California Code of Regulations, beginning with §7638.5.

12. The Contractor certifies that in performing under the purchase order awarded by the City of Escondido, it will comply with the County of San Diego Affirmative Action Program adopted by the Board of Supervisors, including all current amendments.
13. The Contractor and the City will work to schedule menus up to 3 months in advance. This includes those special meals (e.g., holiday and special event meals) that can be predicted. The Contractor will allow for occasional menu changes by the City due to diner preferences, food preparation or service difficulties, special events, etc.
14. Menu items that are part of the approved normal menu rotation will be standardized as to menu item name, ingredients used, preparation method and manner in which delivered to the City. All meals delivered on any one day will have identical ingredient items.
15. The City and Contractor will work together to approve new menu items and changes in current menu items that will be added to the menu rotation. The Contractor shall provide to the City for all new menu items under consideration: ingredients, preparation method, serving method and proposed packaging for delivery. New menu items must be approved by the City before their use.
16. At the time of meal transfer to the City, the City will account for the items delivered and sign Contractor receipt for those items. Discrepancies will be noted on the receipt form by the City. Each menu item will be listed as a separate line item, (e.g., "salad with dressing on the side" will be listed as "salad" and "dressing"). The City shall not be required to pay for food or service not meeting the specifications discussed in this contract, referenced documents and approved menus. Substandard meals may include, but are not limited to, under-sized portions, missing items, over-cooked items, poor quality food items, and burnt food. Food may be procured by the City from alternate sources at the Contractor's expense if the Vendor fails to deliver meals, portions of meals or suitable meals. The City has the right to deduct from fees paid to the Contractor the cost of food and preparation necessary to replace these meals. Even if deductions are made for missing or substandard meals, these situations are considered unacceptable.
17. The City shall notify the Contractor of any variation from the current menu no less than one week before the meals are to be served. Vendor shall work with the City to comply with reasonable special menu requests for special events. A "Special Event" meal schedule will be provided to the Contractor that may include specific meal items. The Contractor may assume that menu variations received from the City have been approved by the A.I.S. nutritionist. If the Contractor determines that they cannot comply with the menu change, the reason for non-compliance will be communicated to the City within

24 hours after receipt of the request. A subsequent negotiation between both parties will take place to reach a reasonable compromise.

18. Since the number of meals to be served changes daily, by telephone or email the City will give an initial number of meals needed for the following day by 3 pm on the previous day including the last day of week before weekend, and final confirmation by 9 am the day of, with the ability to increase or decrease initial order by 10 meals.
19. The City agrees to provide beverages (not including milk and any beverage provided as a part of the nutritional meal requirements), and all cutlery, service utensils, trays and other non-dietary items not specifically otherwise stated to be the Contractor's responsibility. All condiments normally associated with food items to be served will be provided by the Contractor and be shown on menus submitted to the City for approval.
20. Meal assessments shall be conducted by the City on an on-going basis. The Contractor shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by City staff documenting the quality of food and service received from the Contractor. These records will be made available upon request.

Resolution No. 2015-97
EXHIBIT A
Page 10 of 23

EXHIBIT 1

**TITLE 22. SOCIAL SECURITY DIVISION
1.8. CALIFORNIA DEPARTMENT OF AGING
CHAPTER 4.(1) TITLE III PROGRAMS
PROGRAM AND SERVICE PROVIDER REQUIREMENTS
ARTICLE 5. TITLE III C-ELDERLY NUTRITION PROGRAM
This database is current through 4/11/15, Register 2008, No. 15**

§ 7638.5. Nutrition Requirements of Meals.

(a) Compliance with dietary guidelines:

1. In accordance with Section 339 of the OAA (42 U.S.C. 3030g-21), each meal shall provide the following to participating individuals:

- a. If the program provides one (1) meal per day, a minimum of one-third (1/3) of the in the Dietary Reference Intakes (DRIs) by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2006), which are incorporated by reference.
- b. If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRIs.
- c. If the program provides three (3) meals per day, one hundred (100) percent of the RDAs.

2. Meals shall comply with the Dietary Guidelines for Americans (2005. 6th.Edition) by the U.S. Department of Health and Human Services and the USDA, which is incorporated by reference.

(b) A meal analysis approved by a registered dietitian shall be done to ensure compliance with subsection (a) above, using either:

1. a meal component system, or
2. a detailed nutritional analysis.

(c) Food substitutions to meals originally planned must meet the requirements of this section and be approved by a registered dietitian.

(d) Menus shall:

1. Be planned for a minimum of four (4) weeks.
2. Be posted in a location easily seen by participants at each congregate meal site.
3. Be legible and easy to read in the language of the majority of the participants.
4. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3030g-21.

EXHIBIT 1 (continued)
County of San Diego, Aging & Independence Services
NUTRITION REQUIREMENTS FOR MEALS
Senior Congregate and Home Delivered Meal Programs
Effective July 2014

MENU PLANNING PROCEDURES

Title 22 of the California Code of Regulations requires the following:

1. Meals must provide a minimum of one-third (1/3) of the DRIs as established by the Food & Nutrition Board, National Academy of Sciences-National Research Council and
2. Meals shall comply with the 2010 Dietary Guidelines for Americans (DGAs) published by the USDA and the U.S. Dept. of Health & Human Services.

In order to meet these requirements, menus shall be planned and served using the following component. The requirements are as follows:

MENU COMPONENT and TARGET NUTRIENTS	REQUIRED SERVINGS PER MEAL* Minimum of 550 calories	MINIMUM SERVING SIZES
Lean Meats or Beans	1 serving	2-3 ounces cooked. (Excludes skin, bones & breading)
Vegetable (Includes potatoes)	1-2 servings	1/2 cup cooked vegetables. 1 cup lettuce, vegetable quarters/chunks.
Fruit	1 serving	1/2 cup = one serving 1 cup = one serving of cubed fruit, strawberries, grapes or other similar sized items.
Whole grain or enriched Bread/Pasta/Rice Couscous/Quinoa/Kashka/Barley	1-2 servings At least 1/2 of grain intake should be whole grains	1 slice bread (1 oz.) 1/2 Hamburger bun, bagel, English muffin or sandwich roll 1/2 cup cooked pasta, rice, etc.
Low Fat Milk or Milk Alternate	1 serving	1 cup
Dessert Can be the Fruit/Grain Serving	Optional	

EXHIBIT1(continued)

Fiber	7 grams/meal or averaged over the week	Combination of fruits, vegetables, whole grain bread/pasta/rice, beans, legumes, lentils
Sodium	Target of less than 1,000 mg/meal (<1/2 tsp. salt)	Denote menu items between 300 – 500 mg. sodium/serving with an *. Denote menu items with more than 500 mg sodium/serving with ** or !
Potassium	Target 1,500+ mg /meal	
Oils	7 grams or about 2 tsp.	Vegetable , nut and fish oils, soft vegetable oil spreads with 0 trans fat

* The number of servings per meal estimates provision of 1/3 of the DRIs. Caloric value (1,600 Kcal/day) is based on a sedentary 70 year old female.

MEAL COMPONENTS & TARGET NUTRIENTS

1. **Vitamin C.** Each meal shall provide a food(s) containing a minimum of **25 milligrams of Vitamin C.**
2. **Vitamin A.** A food(s) containing a minimum of **233 mcg. of Vitamin A shall be served at least three (3) times per week for a five (5) day a week menu**, and four times per week for a seven day a week menu.
3. **Fiber.** Each meal shall provide **7 grams of fiber per meal.** You may average fiber content over one week.
 - A. Fiber containing meal components are fruits, vegetables, breads/pasta/rice, whole grains and beans/lentils.
4. **Sodium.** Any **menu item containing between 300 - 500 mg. sodium** shall be noted with an * on the menu for educational purposes. Any **menu item containing over 500 mg. sodium per serving** shall be noted with ** or ! for educational purposes.
 - A. It is recommended to incrementally decrease the amount of overall sodium in the meal over a period of time. Document efforts to reduce sodium content of meals.
 - B. The secondary goal is to decrease the number of high sodium food items (over 500 mg/serving) in a menu cycle.

EXHIBIT 1 (continued)

- C. **DO NOT use or salt substitutes such as potassium chloride.** Individuals should only use these products under the supervision of a healthcare professional.
- D. Sodium list is attached.
5. **Potassium.** High potassium containing foods are encouraged, especially when high sodium food items are served.
- A. Potassium list is attached.
6. **Protein.** Each meal shall provide a minimum of 2-3 ounces of cooked edible portion of **meat, fish, poultry, eggs, cheese, or the protein equivalent.**
- A. The meat in sauces, soups, stews or casseroles, must be a minimum of 2 ounce weight and provide at least 15 grams of protein per serving.
- B. Legume dishes include lentils, dried beans/peas, lima, kidney, navy, black, soybeans, pinto or garbanzo beans, black eyed peas, etc. A one half cup serving is equal to 1 ounce of meat.
- C. Count legumes as either a vegetable OR protein component. Do not count legumes as both a vegetable and a protein component.
- D. A ½ cup serving of cottage cheese is equal to 2 ounces of protein. 2 Tbsp. of Peanut Butter equals 1 ounce of protein. One egg equals 1 ounce of protein.
- E. Be as specific in the type of protein being used and method of preparation. Example: Turkey Meat Loaf, Chicken Enchiladas, Beef Enchiladas, Cheese Enchiladas, Baked Cod, Breaded Cod, Baked Swai, Baked Tilapia, etc. If a change in menu item is made, the Food Service Manager or Head Cook needs to notify the Nutrition Program Manager as soon as a change is made so participants can be informed.
7. **Vegetables.** Each meal shall contain **ONE – TWO (1-2) ½ cup servings**, drained weight or volume, of **vegetables.**
- A. A serving of tossed green salad, chunky vegetables like potatoes, squash or cherry tomatoes or other large items shall be one (1) cup.
- B. Potatoes, potato salad, sweet potatoes, etc. count as a vegetable, not a bread/starch.
- C. Vegetables added as an ingredient to a menu item (example: mixed vegetables in tuna casserole or mushrooms in gravy) must be ½ cup per serving in order for it to count as a serving.

EXHIBIT 1 (continued)

- D. One cup of a cooked vegetable such as in a stir fry dish will count as 2 servings.
8. **Fruit.** Each meal shall contain **ONE (1) ½ cup serving** of fresh, frozen or canned fruit packed in juice, light syrup or without sugar or 100% fruit juice.
- A. Serving size of canned fruit is ½ cup drained.
- B. Example of a serving size of unpeeled, whole fresh fruit is a small to medium sized banana, apple or orange.
- C. Serving size of cubed fruit or items such as strawberries, grapes, etc is 1 cup.
- D. Fruit packed in heavy syrup shall be rinsed.
- E. See #11 below for serving the fruit as dessert.
- F. Fruit juice can be served however the DGAs encourage the consumption of whole fruit rather than 100% fruit juice. Fruit juice lacks dietary fiber, when consumed in excess can contribute to extra calories and is a high glycemic index food.
9. **Whole grain bread/rice/pasta/etc.** Each meal shall contain **ONE-TWO (1-2) servings of whole grain or enriched bread or bread alternatives (rice, pasta, macaroni, etc.)**
- A. One-half of the daily grain intake should be from whole grains. These include whole grain ingredients that include the word "whole", "entire", "cracked", "crushed" or "groats"; brown rice, oats, cornmeal, oat bran, wheat germ, rye and barley. Fifty-fifty mixtures of white and brown rice meet the requirement for whole grain.
- B. A serving of cooked pasta or rice is ½ cup. If one cup is served, it will count as 2 servings.
- C. A serving of bread is one slice or a small dinner roll (1 ounce weight).
- D. Hamburger buns, hot dog buns, a whole bagel or English muffin, torpedo sandwich breads all count as **2 servings of bread.**
- E. See #11 below for serving a whole grain/grain as dessert.
10. **Milk/Milk Alternate.** Each meal shall contain **eight (8) ounces of fortified fat-free milk, low-fat milk or low-fat buttermilk.**

EXHIBIT 1 (continued)

- A. calcium fortified soy milk or other calcium fortified milk replacement with comparable nutrients equivalent to (1/3) of the DRI for calcium can be served.
11. Each meal can contain **a Dessert** to satisfy the caloric requirements or for additional nutrients.
- A. Whole, fresh fruit or canned fruit can be served as a dessert and counted as the fruit serving.
 - B. When a fruit based dessert contains **1/2 cup** of fruit per serving, it may be counted as a serving of fruit. Example: pumpkin pie, fruit cobbler, strawberry shortcake, jello with 1/2c. fruit/veggies etc.
 - C. A whole grain based dessert contains primarily whole grains. Example: Oatmeal cookies, whole wheat bread pudding, granola, oat bars, etc. can contribute to the whole grain requirement.
 - D. Any other type of sweet, sticky dessert would be optional.
12. **Oils.** Choose plant based oils to provide flavor to meals, essential fatty acids and monounsaturated/polyunsaturated fatty acids.
- A. No food containing artificial trans fat may be stored, distributed, served or used in the preparation of any food within a food facility.
 - B. Limit the consumption of solid fats. Common sources are: butter, beef/chicken/pork fat, stick margarine and shortening. Replace solid fats with plant based oils with beneficial monounsaturated and polyunsaturated fatty acids such as olive oil, canola oil or peanut oil.
 - C. Margarine for bread or as a condiment is not required but recommended. For Dietary Guidelines compliance it is recommended that a soft margarine be used instead of butter or hard margarine.
 - D. If you are providing a choice in salad dressings, provide an olive oil/canola oil based vinaigrette as an option.

Other Considerations and Procedures:

Attached menu format must be used. If another format is used, serving sizes of each menu item must be included on menu.

- 1. Menus are to be planned for a minimum of 4 weeks.
- 2. A minimum of 2 months menus are to be planned and submitted to the AIS Nutrition Consultant 2 weeks before implementation. The 4 week cycle and/or menu items can be repeated during the 2 months submitted.

EXHIBIT 1 (continued)

3. Substitutions to meals originally planned must meet the above requirement and be approved by a registered dietitian.

4. Menus are to be posted at the nutrition center in a location easily seen by participants at each congregate meal site. The menus should be legible, easy to read and in the language of the majority of the participants.

Other condiments that are traditionally part of the entrée should be provided. Examples are salad dressing, mustard/ketchup/relish for hotdogs, salsa for Mexican food, cranberry sauce for turkey, etc.

Some entrees or menu items do not hold up well during home delivery. This should be considered during menu planning.

EXHIBIT 2



PROCEDURE MEMO
Updated 7/2014

FOOD TEMPERATURE DOCUMENTATION

Background Information

Our clients, both congregate and home delivered are one of the most susceptible populations to foodborne illness. Maintaining foods at proper temperatures will prevent the growth of disease causing bacteria. Bacteria can already be present in food or be introduced during food production or food service. By monitoring food temperature throughout the preparation and serving process, you are insuring that whatever bacteria may be present has been destroyed or is not multiplying at a rapid rate.

Procedure

All potentially hazardous food (PHF) items, either served **hot or cold**, must be checked for temperatures. These include all menu items containing protein food items, cooked pasta/rice/grains/beans, cooked vegetables, cooked fruit, sliced tomatoes, cut melon, cut/chopped leafy greens, desserts containing protein, entrée salads and salads made from protein, salads with creamy dressings, sandwiches, and milk/dairy products.

If receiving more than one pan of the same food item, temp all to insure safe food temps.

When to Temp Foods

Review the flow of food through your operation. Record the temperatures at the following Critical Control Points (CCPs) that apply to your operation.

- Completion of cooking/preparation – record on a temp log
- Removal from hot/cold holding or storage into carriers or HotShot (Congregate & HDM) – record on temp log
- Upon delivery of food, if satellite site or catered meal operation (Congregate & HDM) – record on temp log or Meal Transport Record
- Before serving (if holding time is more than 30 minutes) – record on temp log
- During serving, every 30 minutes – record on temp log

Temperature information should be reviewed by Food Service Manager and corrective action must be taken to insure the safety of the food.

EXHIBIT 2 (continued)

Catered/Satellite Meal sites should report deficiencies to the Caterer/Food Service Manager immediately. Site Managers should take necessary Corrective Actions in consultation with the Food Service Manager about the status of the menu item.

For HDMs, temperature of the last meal on a HDM route should be taken **daily**. Record temperature on Driver's Log. Manager to take corrective action if temperatures do not meet standard.

Temperature Standard

Hot food temperatures shall be at 135° F or above, cold food temperatures shall be at 41° F or below.

Documentation Standard

Temperatures at the CCPs must be documented with:

- Actual temperature
- Date and Time
- Employee/volunteer initial

Temperatures can be recorded on any of the following:

- Meal Transport Record (sample attached)
- Monthly Menu
- Temperature Log (sample attached)

Maintenance of Temperature Records

Temperature Logs that record only Date/Time/Temperature/Initial shall be kept for 6 months.

Documentation on Meal Transport Records and/or Monthly Menu sheets that also record # meals sent, # meals served, supply orders or other information in addition to temperatures must be kept for one year after the applicable fiscal year.

Food thermometers

- Food thermometers must be readily available in food preparation and food service areas.
- Calibrate thermometers on a regular (at least weekly basis).

EXHIBIT 3

MEAL TRANSPORT RECORD

MENU

DATE: _____

OF MEALS: _____

SERVED: _____

MENU ITEMS NEEDED	SERVING INSTRUCTIONS	TEMPERATURES
Condiments Needed:		
MANAGER'S COMMENTS:		

EXHIBIT 4

Park Avenue Café Lunch Menu - February 2015

Delicious lunch served Monday - Friday from 11:30 am to 12:15 pm
 Seniors 60 & over - \$3 donation requested
 Under 60 - \$4 fee

Monday	Tuesday	Wednesday	Thursday	Friday
Join us on Friday, February 13th from 10am to 11am in the Joslyn Lounge for our Hearts & Singin' Valentine's Day Celebration! We'll have music and singing with Gaynor Trimmer.....and some delicious goodies! Sponsored by: 		CHINESE NEW YEAR JOIN US AS WE CELEBRATE THE YEAR OF THE GOAT FEBRUARY 19, 10AM TO 11AM IN THE JOSLYN LOUNGE  SPONSORED BY:  Open Your Door to Delicious		
2	3	4	5	6
Scalloped Potato & Ham Casserole Romaine Salad Peas w/pearl onions Pineapple Whole Grain Bread	Catch of the Day Brown Rice & Lentil Pilaf Carrots & Parsnips Mandarin Oranges Whole Wheat Bread	Sloppy Joe Sandwich Tater Tots* Three Bean Salad Sliced Peaches Whole Wheat Bun	Bistro Chicken Romaine Salad w/ mandarin oranges Mashed Potatoes w/ gravy* Sliced Peaches	Chicken Alfredo w/ Whole Wheat Pasta Sautéed Tomato & Zucchini Apple Whole Wheat Bread
9	10	11	12	13
Stuffed Cabbage Roll Garden Salad Winter Blend Vegetables Sliced Peaches Whole Wheat Bread	Sweet & Sour Meatballs* Brown Rice Steamed Broccoli Mandarin Oranges Whole Wheat Bread	Turkey a la King over Whole Wheat Pasta Brussel Sprouts Pineapple Whole Wheat Bread	Country Fried Steak Mashed Potatoes w/ country gravy* Green Beans Peaches Whole Wheat Bread	Chicken Cordon Bleu Garden Salad Wild Rice Pilaf Vegetable Medley Whole Wheat Bread Strawberry Banana Gelatin
16	17	18	19	20
Center Closed 	Cajun Catfish Ambrosia Fruit Salad Dirty Rice Steamed Carrots Bourbon Bread Pudding	Hamburger on Whole Wheat Bun Tater Tots* Zucchini Apple Slaw Apricots	Mandarin Orange Chicken Brown Rice Pilaf Asian Blend Vegetables Banana Whole Wheat Bread	Chili w/Cheese & Green Onion Mixed Green Salad Vegetable Medley Pineapple Cornbread Muffin
23	24	25	26	27
BBQ Pork Sandwich* on Whole Wheat Bun Coleslaw Tater Tots* Mandarin Oranges	Homestyle Turkey Pot Pie* Oriental Vegetables Apple Whole Wheat Bread	Creamy Tomato Basil Pasta w/Chicken Winter Mixed Vegetables Tropical Fruit Whole Wheat Bread	Catch of the Day Carrot Salad Whole Grain Pilaf Green Peas Peaches	Chicken Enchiladas* Mixed Green Salad Refried Beans* Pineapple Whole Wheat Bread

The nutrition program is supported by the City of Escondido, the County of San Diego Aging & Independence Services, and Redwood Terrace. No eligible person age 60+ will be denied a meal because of inability to contribute.

Menu subject to change without notice. * denotes 300 - 500 mg sodium • denotes 500+ mg sodium

Please make your reservations by 12 noon the day before you wish to dine (on Friday for Monday reservations)

(760) 839 - 4803 Lunch reservation & cancellation line (24 hr. voice mail)
 (760) 480 - 5667 Van reservation & cancellation line (24 hr. voice mail)

Resolution No. 2015 97
 EXHIBIT A
 Page 21 of 23

EXHIBIT 5

**TITLE IIC – MENU
AGING & INDEPENDENCE SERVICES - COUNTY OF SAN DIEGO**

2014/2015

CONTRACTOR/CATERER:

CYCLE: WEEK:

DATES Month & Date	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<u>ENTRÉE</u> Serving=2-3 oz. weight, cooked, edible protein portion					
<u>VEGETABLE</u> Serving= 1-2/day Vit. C = 25 mg/day Vit A = 233 mcg 3 days/week					
<u>FRUIT</u> Serving = 1/day					
<u>WHOLE GRAINS/ BREAD/ CEREAL/ PASTA/ RICE</u> Servings=1-2/day Size=1/2 cup, 1 oz wt, 1 ea					
<u>MILK</u> , 2%, 1%, skim Serving = 8 fl. oz.					
<u>DESSERT, optional</u>					
MODIFICATIONS FOR HOME DELIVERED MEALS					
TOTALS : Sodium* Vit. C mg. / Vit. A mcg.					

Resolution No. 2015-97
EXHIBIT A
Page 23 of 23

ATTACHMENT B

**Redwood Senior Homes and Services
Compensation for Meals for Senior Nutrition Program
Fiscal Year 2015- 16
(July1, 2015 to June 30, 2016)**

Working with the City of Escondido staff, Redwood Senior Homes and Services agrees to provide the services described in "Attachment A" and receive the following compensation:

1. Meals at a cost of \$3.80 per meal. A maximum of 33,295 meals will be provided at a maximum cost of \$126,521.
2. Transport of the meals from Redwood Town Court to the Escondido Senior Center, 210 Park Avenue, at a cost of \$10.00 per day. The maximum cost of this service shall not exceed \$2,530.00.

The total cost of these services for FY15-16 shall not exceed 129,051

Terms of Payment:

Contractor will send invoices to the City of Escondido, Escondido Senior Center, 210 Park Avenue, Escondido, CA 92025. Invoices must contain the following information: invoice #, description of services, unit prices, extended totals, and purchase order #. Upon completion of each calendar month, the Contractor may submit an invoice to the City for payment. Upon receipt of the invoice, the City will remit payment within thirty (30) days.

RESOLUTION NO. 2015-98

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
LIMITING THE OUTDOOR IRRIGATION OF
ORNAMENTAL LANDSCAPES OR TURF
WITH POTABLE WATER TO TWO DAYS
PER WEEK

WHEREAS, the City Council previously adopted Escondido Municipal Code Chapter 31, Article 5, Section 31-232 in 2008 authorizing the City Council to declare Water Alert Conditions in response to water shortages within Southern California by duly adopted resolution; and

WHEREAS, since that time, basic conservation measures have been in force at all times that help to preserve water – a precious resource; and

WHEREAS, the State Water Resources Control Board has approved emergency regulations to ensure agencies increase their water conservation efforts in response to California’s drought emergency; and

WHEREAS, the City Council declared a “Water Shortage Response Level Two – Water Shortage Alert Condition” on August 13, 2014, in an effort to meet the requirements of the emergency regulations by reducing outdoor water use with the imposition of specific days and maximum duration for the outdoor irrigation of ornamental landscapes or turf with potable water; and

WHEREAS, California continues to suffer from drought conditions statewide; and

WHEREAS, the San Diego County Water Authority on May 14, 2015, approved an ordinance requiring its member agencies, including the City of Escondido, to limit outdoor irrigation of ornamental landscapes or turf with potable water to two days per week.

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

1. That the above recitations are true.
2. That the City Council hereby limits the outdoor irrigation of ornamental landscapes or turf with potable water to two days per week pursuant to Escondido Municipal Code Section 31-232. Water customers are free to choose any two days each calendar week (Sunday through Saturday) as their individual watering days. Watering time during a given watering day is limited to 10 minutes per watering station. Watering stations are also known as zones controlled by an irrigation system.
3. This limitation will become effective upon the effective date of Ordinance No. 2015-12.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Preliminary, Master and Precise Development Plan, and Zone Change (PHG14-0020 and ENV15-0004)

STAFF RECOMMENDATION:

It is requested the City Council introduce Ordinance No. 2015-13 approving a mixed-used development proposed by Veterans Village of San Diego (VVSD) and Zone Change to Planned Development-Mixed Use, and adopt the Mitigated Negative Declaration.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval on May 26, 2015 (vote 7-0).

PROJECT DESCRIPTION:

A Preliminary, Master and Precise Development Plan for a proposed mixed-use development consisting of a 54-unit affordable multi-family residential apartment project for military veterans and their families; on-site administration offices, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility. The new facilities would change from the existing focus on transitional housing to more long-term supportive housing and programs for veterans. The residential component includes the construction of 48 new apartment units and preservation of six existing adobe apartment units. The 48 new units would be situated in two, three-story buildings and include 11 one-bedroom units, 32 two-bedroom units and 5 three-bedroom units. The commercial component includes a small retail ground floor space (approx. 1,500 SF). A Zone Change to Planned Development-Mixed Use (PD-MU 30.0) is proposed to facilitate development of the project. The project would provide 84 parking spaces consisting of tuck under garage spaces (two-car tandem spaces) and uncovered open spaces. The project is requesting to use the reduced parking ratios and reduce the number of covered spaces as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code).

The project site is developed with historic adobe commercial and multi-family residential structures and the adobe office structures and six-unit adobe apartment complex will be retained and incorporated into the project. Project implementation would include demolition of the four-unit adobe apartment building and arched uncovered porch entry feature; carport; workshop/storage building;

and portions of the adobe walls including the 8-foot-high wall along S. Escondido Boulevard. The pool and other landscape features also would be removed.

LOCATION:

On the eastern side of South Escondido Boulevard, south of 15th Avenue, addressed as 1556 S. Escondido Boulevard (APNs 236-460-04, -05, -09 and -59)

FISCAL IMPACT:

The applicant has not requested any financial assistance from the City for their affordable housing project.

GENERAL PLAN ANALYSIS:

The General Plan land-use designation for the subject site is General Commercial (GC), which allows for a variety of commercial, retail and service type uses along the South Escondido Boulevard Corridor. The site also is located within the South Escondido Boulevard Neighborhood Plan that was established for the South Escondido Corridor, and the proposed development is subject to the provisions of the overlay zone. The South Escondido Boulevard Neighborhood Plan allows for residential development in conjunction with a commercial component (mixed-use) subject to the approval of a Planned Development. The Planned Development Zone encourages creative approaches to the use of land through variation in the siting of buildings and the appropriate mix of several land uses, activities and dwelling types (General Plan Housing Element, page IV-74). The site also is located within the South Escondido Boulevard/Felicita Avenue General Plan Target Area (page II-69) that allows for mixed-use projects. The Target Area requires a minimum density of 30 dwelling units per acre in conformance with Smart Growth Principles by creating new neighborhoods that are attractive, convenient, safe, and healthy. The Target Area also seeks to increase densities along transit nodes, and offer a range of housing opportunities within existing neighborhoods that are in closer proximity of a range of jobs, services and transit. The proposed development would be consistent with the Escondido General Plan density provisions for the Target Area with a proposed density of 30 du/ac (54 units/1.8 acres). The proposed mixed-use affordable project would be in conformance with General Plan Housing Goals and Policies (pages IV-120 – 121) that seek to expand the stock of all housing and provide a range of housing opportunities for all income groups and households with special needs; encourage a compact, efficient urban form; encourages creative residential development; and incorporate smart growth principles in new multi-family and mixed-use overlay areas.

ENVIRONMENTAL REVIEW:

A Draft Mitigated Negative Declaration (MND) was prepared and issued for the proposed project for a 20-day public review on April 22, 2015. Staff did not receive any comments on the Draft MND. The findings of this review are that the Initial Study identified impacts related to cultural resources and hazardous materials that may be potentially significant. However mitigation measures and

project design features would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant. The Mitigated Negative Declaration Technical Appendices and Historic Evaluation Report are posted on the City's Web Site at: <http://www.escondido.org/planning.aspx>.

Due to federal funding involvement, a separate Environmental Assessment (EA) would be required in order to satisfy HUD's Federal NEPA environmental compliance obligations as the federal funding agency. The National Environmental Policy Act (NEPA) is similar to the California CEQA analysis/process, but is required for projects that need approval by federal agencies. The County of San Diego will be the lead agency for processing the EA in its role in overseeing the Section 8 Veterans Affairs Supportive Housing (VASH) vouchers.

BACKGROUND:

Veterans Village of San Diego (VVSD) has served veterans and their families since 1981 providing a range of housing and services at its five locations throughout the County of San Diego. Veterans Village has been in operation at their Escondido facility located at the project site (1556 S. Escondido Boulevard) since 1995 operating a 44-bed transitional housing facility for veterans. Prior to Veterans Village use of the site, the buildings have been used as offices for Weir Brothers Construction (who built the adobe structures) and also as a barber shop, single-family residence and apartments. VVSD is proposing the development of affordable housing for low income veteran families, and the apartments will be reserved for veterans earning at or below 60% AMI, including 60% of the units targeted at 50% or below AMI. The City is not involved in the affordable aspect of the project as no funds are being disbursed or administered by the City. The project applicant is seeking federal funding in the form of U.S. Department of Housing and Urban Development Veterans Affairs Supportive Housing (HUD-VASH) rental vouchers assistance for veterans. At the local level, the County of San Diego is the responsible agency for funding oversight as the awarding body for the Section 8 VASH vouchers. Continued affordability for the project is provided through the various loan and HUD voucher requirements that include 15 year affordability contracts that are renewed every 15 years, along with other regulatory agreements necessary for project funding. The property also was purchased with a combination of VA and HUD funding, and these agencies maintain an equity interest in the property, which further ensures the continued affordable and client service components of the project.

PLANNING COMMISSION RECOMMENDATION AND DISCUSSION:

The Planning Commission unanimously recommended approval of the proposed project, demolition/preservation plan and corresponding project mitigation measures on May 26, 2015. Commissioner comments generally focused on the continued affordability of the project, which would be ensured through the various federal funding sources and monitored by the County. The Commissioners recommended the proposed new perimeter masonry wall utilize slump block material vs. a white stucco finish to complement the existing adobe structures, and the project has been conditioned accordingly. The Commissioners discussed the appropriateness of the proposed all white color scheme for the new buildings vs. incorporating a more varied earth tone color palate.

The majority of the Commissioners felt that a singular muted or off-white tone was appropriate, but that a stark or bright white should be avoided. Other Commissioners favored incorporating some earth tone elements into the building to further create a visual tie to the adobe structures. The Commissioners also suggested the applicant work with staff to incorporate additional design elements on the final construction plans to enhance the rear elevations of the two new buildings, parapet edge finish, and features to protect the front entry doors from weather and direct sun, especially areas orienting towards the south. The inclusion of the appropriate color scheme and design elements will be evaluated by staff through the review of the building permit submittals.

HISTORIC PRESERVATION ORDINANCE:

Escondido has a long history with adobe construction and manufacture of adobe block and as a result, the Escondido area now has the highest concentration of adobe structures anywhere in the country outside of New Mexico. The existing adobe offices and apartment structures located on the site are over 50 year old, and are considered significant historic resources because they meet certain criteria to be eligible for listing on local, State and Federal historic registers due to their association with Weir Brothers Construction. Brothers Jack, Robert and Larry Weir designed and constructed adobe homes throughout North County for 30 years. The Historic Evaluation Report prepared for the project concluded the adobe structures represent some of the Weir Brothers most accomplished work throughout San Diego County and they are the only commercial office buildings associated with the company as most of their work was custom residential homes. The adobe apartment structures also represent the only known apartment complex designed and constructed by the firm. The structures also retain a high level of integrity for their architectural style. The City's Historic Resources Ordinance requires review by the Historic Preservation Commission (HPC) and City Council to make certain findings to support demolition of any significant historic resource.

The HPC considered the applicant's initial project design on August 5, 2014. The applicant redesigned the project based on the Commission's comments/recommendations to preserve additional adobe structures and utilize a more compatible style of architecture for the new buildings as opposed to the modern architectural style initially proposed. The Commission unanimously recommended approval of the revised project design and architecture, demolition/preservation plan; and mitigation measures on April 7, 2015. Staff supports the proposed preservation/demolition plan for a number of reasons: Escondido's inventory of significant historical resources will not be diminished because the most noteworthy structures/resources associated with Weir Bros Construction would be preserved on-site and incorporated into the project design; it is cost prohibitive and not feasible to relocate these type of adobe structures; the Historical Society and/or other appropriate historic agencies will have access to the building(s) to retrieve any historic materials; and photo and other documentation of the resources will be conducted according to Historic American Building Survey (HABS) specifications, as detailed in the project conditions and mitigation measures.

ANALYSIS:

Project Design and Neighborhood Compatibility - The proposed project is located within the South Escondido Boulevard Neighborhood Plan (SEB), and is subject to the property development standards and design guidelines contained in the plan. The SEB Design Guidelines state that building height, bulk and design should be sensitive to existing residential developments through the use of stepping back of upper stories, enhanced architectural features, and landscaping; and limit structures to three stories in height. Additional landscaping and setbacks adjacent to the residential zones should be utilized to achieve appropriate transition between zones. The project would retain the existing single-story ranch style adobe offices and six-unit circular apartment structure, and construct two new three-story apartment buildings with flat roofs. A southwestern/Irving Gill style of architecture was chosen to be compatible with the more California Ranch style of the existing adobe structures. Although the new building incorporates different forms, several design elements from the existing structures have been incorporated into the new buildings such as heavy wooden beams and trellis features, rounded building corners on the commercial building fronting South Escondido Boulevard; and similar window elements.

The proposed three-story buildings generally would be larger and taller than adjacent buildings, but the overall mass and scale of the buildings has been mitigated through the quality of the design; use of a variety of building materials; varied wall planes and roof lines; and upper story balconies and decks with a variety of wooded trellis features. Staff believes the project would be compatible with the surrounding area because there are two other three-story mixed-use projects located north and southwest of the project site (Las Ventanas and Escondido Park Row), and an approved, but not yet constructed three-story mixed-use project immediately to the south. A six-foot high masonry wall with pilasters would be constructed around the perimeter of the project to provide appropriate buffer from adjacent commercial activities, and existing multi-family residential open space areas on the east.

Parking Incentives - The project is requesting to use the reduced parking ratios and to reduce the number of covered spaces as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code). The Ordinance requires the City to grant certain incentives to assist in the development of affordable projects. Based on the parking ratios for affordable units, a minimum of 84 parking spaces would be required, which also includes parking for the small commercial component. A similar market rate mixed-use project would require 112 parking spaces based on the standard multi-family parking ratios. In accordance with the affordable parking incentives, the project would provide 84 parking spaces that includes a combination of tandem spaces, and open and guest spaces located throughout the site. Two, two-car adobe carports also would be retained that currently serve the existing adobe apartment complex. The applicant indicated that based on the relatively low parking demand at their existing facilities throughout San Diego and the residents use of public transportation, the proposed 84 parking spaces would be more than sufficient to accommodate the anticipated parking demand for the facility. Two NCTD bus stops are located at the corner South Escondido Boulevard/15th Avenue.

A typical market rate project also requires a certain percentage of parking to be covered (1 per unit), but the affordable housing parking incentives would allow for covered parking to be eliminated. The project would provide 14 covered spaces within Building 1, and four others within the two existing adobe carports. All other spaces would be uncovered. A parking management plan would need to be implemented to ensure adequate parking is maintained; the plan would address the location and use of any assigned spaces, operation of tandem spaces, overflow parking, on-site vehicular maintenance, and commercial and guest parking. Staff believes the project would provide sufficient parking for the type of affordable residential development proposed in accordance with the City's parking requirements for affordable projects, and the project would not create any adverse parking impacts throughout the surrounding neighborhood.

Respectfully submitted,



Barbara J. Redlitz
Director of Community Development



Jay Paul
Associate Planner

CITY OF ESCONDIDO

MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION

May 26, 2015

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Weber in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Jeffery Weber, Chairman; Bob McQuead, Vice-chairman; Guy Winton III, Commissioner; Ed Hale, Commissioner; Gregory Johns, Commissioner; James Spann, Commissioner; and Don Romo, Commissioner.

Commissioners absent: None.

Staff present: Bill Martin, Deputy Planning Director; Jay Paul, Associate Planner; Owen Tunnell, Principal Engineer; Adam Phillips, Deputy City Attorney; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Winton, seconded by Vice-chairman McQuead, to approve the minutes of the March 24, 2015, meeting. Motion carried unanimously. (7-0)

ELECTION OF CHAIR & VICE-CHAIR:

Commissioner Hale nominated Commissioner Weber for Chair. With no other nominations Commissioner Weber was elected to Chair by a vote of 6-0-1 (Weber abstained).

Commissioner Spann nominated Commissioner McQuead to Vice-chair. With no other nominations Commissioner McQuead was elected to Vice-chair by a vote of 6-0-1 (McQuead abstained).

WRITTEN COMMUNICATIONS – None.

FUTURE NEIGHBORHOOD MEETINGS – None.

ORAL COMMUNICATIONS – None.

PUBLIC HEARINGS:

1. MASTER AND PRECISE DEVELOPMENT PLAN AND ZONE CHANGE – PHG 14-0020 and ENV 15-0004:

REQUEST: A Master and Precise Development Plan for a proposed mixed-use development consisting of a 54-unit affordable multi-family residential apartment project for military veterans and their families; on-site administration office, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility. The residential component includes the construction of 48 new apartment units and preservation of six existing adobe apartment units. The 48 new units would be situated in two, three-story buildings and include 11 one-bedroom units, 32 two-bedroom units and 5 three-bedroom units. The commercial component includes a small retail ground floor space (approx. 1,500 SF). A Zone Change to Planned Development-Mixed Use (PD-MU) is proposed to facilitate development of the project. The project would provide 84 parking spaces consisting of tuck under garage spaces (two-car tandem spaces) and uncovered open spaces. The project is requesting to use the reduced parking ratios and reduce the number of covered spaces as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code).

The project site is developed with historic adobe commercial and multi-family residential structures and some of these structures will be retained and incorporated into the project. Project implementation would include demolition of the four-unit apartment building and arched uncovered porch entry feature; carport; workshop/storage building; and portions of the adobe walls including the 8-foot-high wall along S. Escondido Boulevard. The pool and other landscape features also would be removed.

PROPERTY LOCATION: The approximately 1.8-acre project site is comprised of four parcels, addressed as 1556 S. Escondido Boulevard (APNs 236-460-04, -05, -09 and -59).

Jay Paul, Associate Planner, referenced the staff report and noted staff issues were whether the design of the proposed project would be consistent with the General Plan Goals for the South Escondido Boulevard/Felicita Target Area and South Escondido Boulevard Objectives and Design Guidelines for mixed-use residential development, and the appropriateness of the demolition of historic adobe structures. Staff recommended the Commission approve the proposed Master and Precise Development Plan and Zone Change, provide design input and any design recommendations on the architecture and colors of the new three-story buildings, especially the rear elevation of buildings 1 and 2, and perimeter wall materials, and adopt the Final Mitigated Negative Declaration

based on the following: 1) The proposed planned residential development would be in conformance with the General Plan which allowed for mixed-use residential development within the target area of the South Escondido Boulevard Area Plan known as the "South Escondido Boulevard/Felicita Area" (page II-70). The project included a minimum density of 30 du/ac as required in the Target Area, and also would provide a commercial component that also would serve the residents as part of the services offered by VVSD. The project would be in conformance with the South Escondido Boulevard Neighborhood Plan Objectives and Design Guidelines that strive to provide opportunities for a balanced mix of housing types, and to revitalize and renew the commercial area. The project would provide additional affordable housing and support services to veterans and their families; 2) The new, three-story apartment buildings would utilize an architectural design that would be compatible with the existing adobe structures and incorporates similar features to provide an appropriate transition between buildings. Adequate on-site parking and circulation would be provided to support the various components/features of the project, and appropriate open space amenities and services would be provided to serve the residents. The project would include a variety of amenities such as common open space and gathering areas; individual patios for selected units and common balconies; enhanced walkways and paving and landscape features; and support services for the residents. A mix of architectural elements had been incorporated into the buildings to be compatible with single-story ranch style adobe structures. Although the buildings would be larger and taller than adjacent one- and two-story commercial and residential structures, the overall mass and height of the three-story units had been addressed through varied wall planes and roof lines; a variety of material and color elements; appropriate setbacks perimeter walls and landscaping, and balcony features to provide a more pedestrian scale along the street; and 3) Staff believed the proposed demolition of the adobe structures would be appropriate because the more historically and architecturally significant Weir Bros. adobe structures (offices and circular apartment units) would be preserved on site and incorporated into the project design and facility operation. The proposed demolition/preservation plan and historic mitigation measures also were recommended for approval by the Historic Preservation Commission.

Vice-chairman McQuead and staff discussed the proposed materials and color for the perimeter wall for the project.

Commissioner Hale felt the color of the new facilities should be consistent with other buildings in the area.

Commissioner Winton and staff discussed the proposed modifications with regard to the 15th Avenue fencing. Staff noted that the overhead utilities and fencing would be removed along with enhancing the landscaping along 15th Avenue.

Commissioner Romo asked if the facility would incorporate elevators. Mr. Paul replied in the negative.

Chairman Weber asked if the project had a secondary access point. Mr. Paul replied in the negative.

Commissioner Winton suggested using faux adobe or adobe design elements in order to create a more consistent look with the historic adobe structures. He also suggested expanding the color pallet of the new structures and utilizing slump block for the perimeter wall.

Vice-chairman McQuead stated he did not object to the use of a white color but concurred with expanding the color pallet for the new construction. He suggested creating some type of protection for the entry doors from weather and sun on the southern side of the facility. He also suggested using slump block for the perimeter wall with a mortar wash finish in order to create consistency with the adobe structures.

Chairman Weber felt the color palate should be consistent with the existing buildings and Weir adobe structures. He suggested creating some type of protection for the entry doors from weather and sun on the southern side of the facility as well as incorporating architectural treatments on the east facing buildings so neighbors would not be subjected to a bland wall. He suggested incorporating design elements into the perimeter wall consistent with the Weir Brother adobe structures. He also expressed concern with blank walls lending themselves to graffiti.

Kent Trimble, representing Veteran's Village, provided an overview of the project and noted that the project incorporated staff's recommendations. He stated that the new facility would serve both active and non-active veterans by providing permanent housing. He then provided an overview of the amenities for the project.

Chairman Weber questioned why elevators were not proposed for the project. Mr. Trimble noted that elevators were not required. He stated that all of their apartments were furnished, thus reducing the need for elevators. He also stated that their other complexes did not have elevators.

Commissioner Romo expressed his concern with the facility not having an elevator. Mr. Trimble noted that they could accommodate anyone with physical disabilities on the first floor.

Greg Le Flore, Architect, stated that they were open to incorporating other colors, noting that their theory behind the white color was to create a contrast and not try to compete with the existing historic adobe structures. He stated that they would take the Commission's input and incorporate it into the project.

Commissioner Johns asked Mr. Trimble if their funding was defined for Veterans only. Mr. Trimble replied in the affirmative and then provided an overview of the limitations on the property given the previous use of VA funding to purchase the site.

Commissioner Johns and Mr. Trimble discussed what constituted a family with regard to occupancy.

Commissioner Romo, Commissioner Spann, and Mr. Trimble discussed the proposed funding for the project.

ACTION:

Moved by Commissioner Hale, seconded by Vice-chairman McQuead, to approve staff's recommendation. Motion carried unanimously. (7-0)

PLANNING COMMISSION

Agenda Item No.: H.1
Date: May 26, 2015

CASE NUMBER: PHG14-0020 and ENV15-0004
APPLICANT: Veterans Village of San Diego
LOCATION: 1556 S. Escondido Boulevard (APNs 236-460-04, -05, -09 and -59)
TYPE OF PROJECT: Master and Precise Development Plan, and Zone Change

PROJECT DESCRIPTION: A Master and Precise Development Plan for a proposed mixed-use development consisting of a 54-unit affordable multi-family residential apartment project for military veterans and their families; on-site administration office, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility. The residential component includes the construction of 48 new apartment units and preservation of six existing adobe apartment units. The 48 new units would be situated in two, three-story buildings and include 11 one-bedroom units, 32 two-bedroom units and 5 three-bedroom units. The commercial component includes a small retail ground floor space (approx. 1,500 SF). A Zone Change to Planned Development-Mixed Use (PD-MU) is proposed to facilitate development of the project. The project would provide 84 parking spaces consisting of tuck under garage spaces (two-car tandem spaces) and uncovered open spaces. The project is requesting to use the reduced parking ratios and reduce the number of covered spaces as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code).

The project site is developed with historic adobe commercial and multi-family residential structures and some of these structures will be retained and incorporated into the project. Project implementation would include demolition of the four-unit apartment building and arched uncovered porch entry feature; carport; workshop/storage building; and portions of the adobe walls including the 8-foot-high wall along S. Escondido Boulevard. The pool and other landscape features also would be removed.

- STAFF RECOMMENDATION:**
1. Approval of the proposed Master and Precise Development Plan and Zone Change
 2. Provide design input and any design recommendations on the architecture and colors of the new three-story buildings, especially the rear elevation of Buildings 1 and 2, and perimeter wall materials.
 3. Adopt the Final Mitigated Negative Declaration.

GENERAL PLAN DESIGNATION: General Commercial (CG) and South Escondido Boulevard/Felicita Avenue Target Area

ZONING: Existing: GC (General Commercial) and
South Escondido Boulevard Neighborhood Planning Area
Proposed: PD/MU (Planned Development-Mixed Use)

BACKGROUND: Veterans Village of San Diego (VVSD) has served veterans and their families since 1981 providing a range of housing and services at its five locations throughout the County of San Diego. Veterans Village has been in operation at their Escondido Facility located at the project site (1556 S. Escondido Boulevard) since 1995 operating a 44-bed transitional housing facility for veterans. Prior to Veterans Village use of the site, the buildings have been used as offices for Weir Brothers Construction (who built the adobe structures) and also as a barber shop, single-family residence and apartments. VVSD is proposing the development of affordable housing for low income veteran families. The apartments will be reserved for veterans earning at or below 60% AMI, including 60% of the units targeted at 50% or below AMI. The City is not involved in the affordable aspect of the project as no funds are being disbursed or administered by the City. The project applicant is seeking federal funding in the form of U.S. Department of Housing and Urban Development

Veterans Affairs Supportive Housing (HUD-VASH) rental vouchers assistance for veterans. At the local level, the County of San Diego is the responsible agency for funding oversight as the awarding body for the Section 8 VASH vouchers. Continued affordability for the project is provided through the various loan and HUD voucher requirements that include 15 year affordability contracts that are renewed every 15 years, along with other regulatory agreements necessary for project funding. The property also was purchased with a combination of VA and HUD funding, and these agencies maintain an equity interest in the property, which further ensures the continued affordable and client service components of the project.

SUMMARY OF ISSUES: Staff has identified the following issues:

1. Whether the design of the proposed project is consistent with the General Plan Goals for the South Escondido Boulevard/Felicita Target Area and South Escondido Boulevard Objectives and Design Guidelines for mixed-use residential development.
2. Appropriateness of the demolition of historic adobe structures.

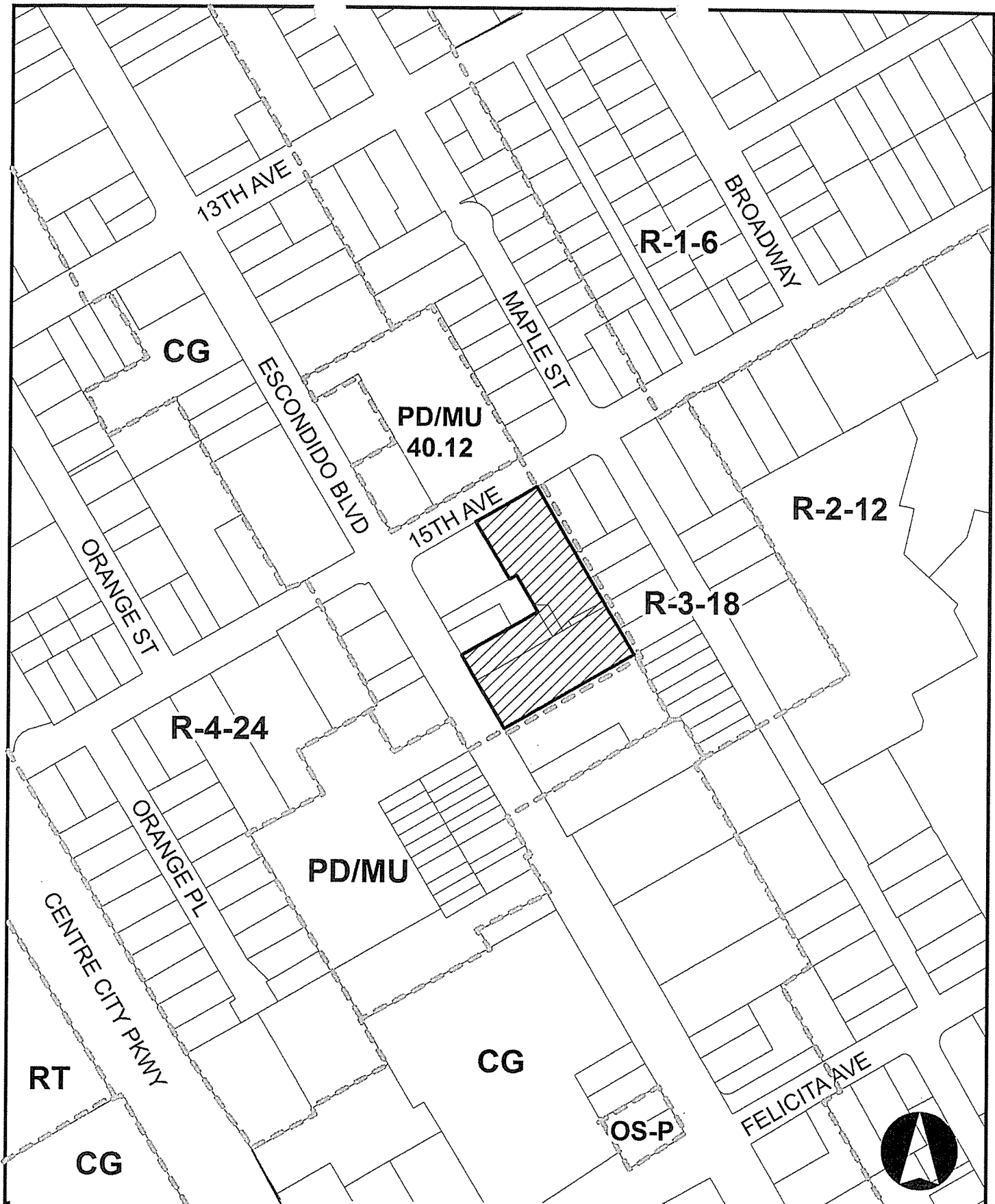
REASONS FOR STAFF RECOMMENDATION:

1. The proposed planned residential development would be in conformance with the General Plan which allows for mixed-use residential development within the target area of the South Escondido Boulevard Area Plan known as the "South Escondido Boulevard/Felicita Area" (page II-70). The project includes a minimum density of 30 du/ac as required in the Target Area, and also would provide a commercial component that also will serve the residents as part of the services offered by VVSD. The project would be in conformance with the South Escondido Boulevard Neighborhood Plan Objectives and Design Guidelines that strive to provide opportunities for a balanced mix of housing types, and to revitalize and renew the commercial area. The project would provide additional affordable housing and support services to veterans and their families.
2. The new, three-story apartment buildings utilize an architectural design that is compatible with the existing adobe structures and incorporates similar features to provide an appropriate transition between buildings. Adequate on-site parking and circulation is provided to support the various components/features of the project, and appropriate open space amenities are services are provided to serve the residents. The project includes a variety of amenities such as common open space and gathering areas; individual patios for selected units and common balconies; enhanced walkways and paving and landscape features; and support services for the residents. A mix of architectural elements has been incorporated into the buildings to be compatible with single-story ranch style adobe structures. Although the buildings would be larger and taller than adjacent one- and two-story commercial and residential structures, the overall mass and height of the three-story units has been addressed through varied wall planes and roof lines; variety of material and color elements; appropriate setbacks perimeter walls and landscaping, and balcony features to provide a more pedestrian scale along the street.
3. Staff believes the proposed demolition of the adobe structures is appropriate because the more historically and architecturally significant Weir Bros. adobe structures (offices and circular apartment units) would be preserved on site and incorporated into the project design and facility operation. The proposed demolition/preservation plan and historic mitigation measures also were recommended for approval by the Historic Preservation Commission.

Respectfully Submitted,



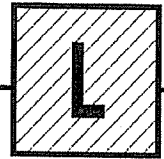
Jay Paul
Associate Planner



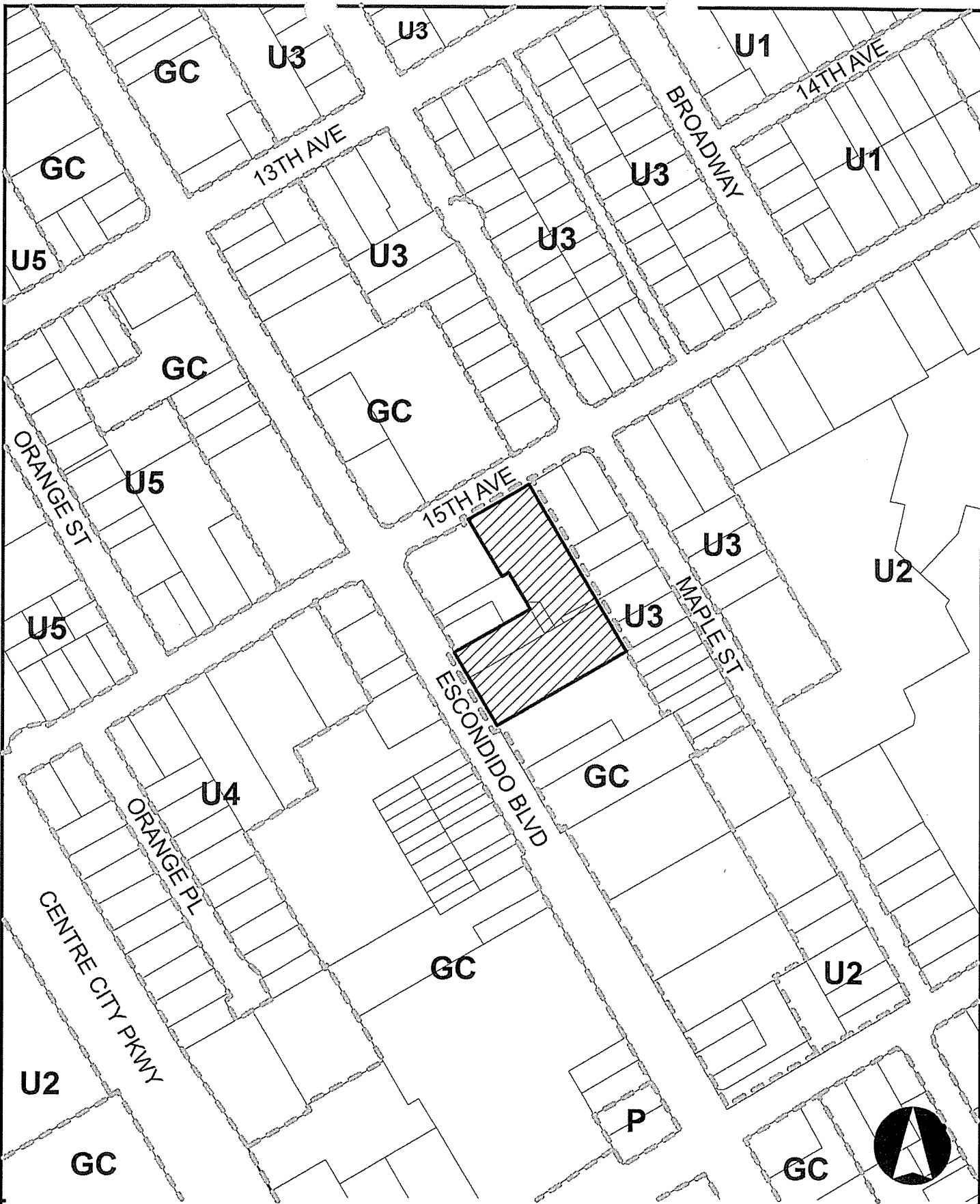
Portions of this derived product contain geographic information copyrighted by SanGIS. All rights reserved.



**PROPOSED PROJECT
PHG 14-0020**



LOCATION/ZONING



Portions of this derived product contain geographic information copyrighted by SanGIS. All rights reserved.

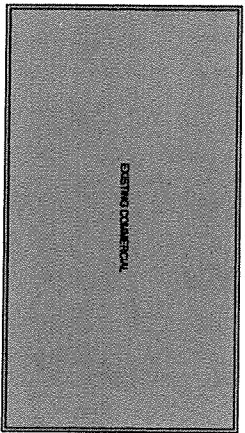
**PROPOSED PROJECT
PHG 14-0020**



GENERAL PLAN

W. 15TH AVE. (IDAHO)

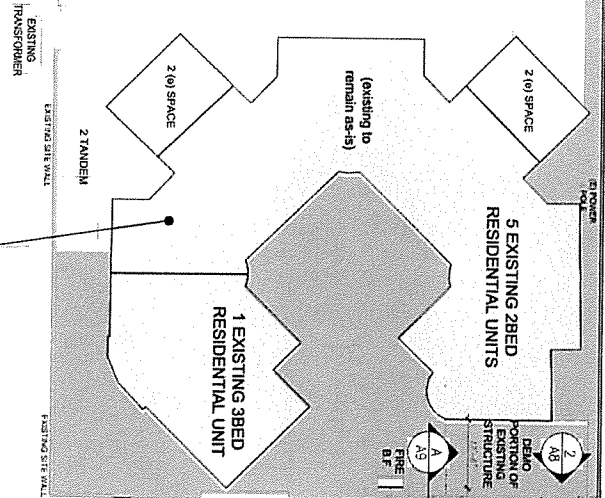
10' POWER
AND
TELEPHONE
UNITS



EXISTING BUS STOP

EXISTING ADOBE
APTS

EXISTING PARKING LOT



BUILDING 2
(3) 3BEDS
(24) 2BEDS
(7) 1BEDS

14 REGULAR SPACES
W/ 7 CURB OVERHANG

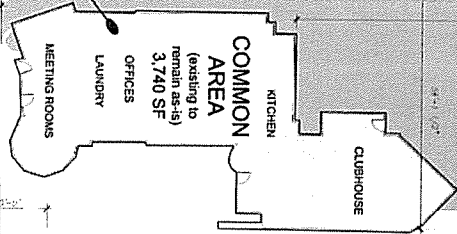
BLDG 2

FIRE LANE

2 SPACES
FIRE 1 COMPACT
WATER B.F.

DUMPSTER ENCLOSURE

NEW 6' TALL 8\"/>



COMMON AREA
(existing to remain as-is)
3,740 SF

2 COMPACT
HC
DECORATIVE PERMISSIBLE PATIENS

7 COMPACT

2 (2) 3BEDS
(8) 2BEDS
(4) 1BEDS
LEVEL 1 PARKING
14 TANDEN SPACES

BUILDING OVERHANG ABOVE
BALCONIES ABOVE

BALCONY / PATIO

STAIR



EXISTING ADOBE
OFFICES

80' - 84' COLLECTOR ST.
PER ESCONCIDO GENERAL PLAN
(84' STREET CURB-TO-CURB + 6'-10\"/>

S. ESCONCIDO BLVD.

PROPOSED PROJECT
PHG 14-0020



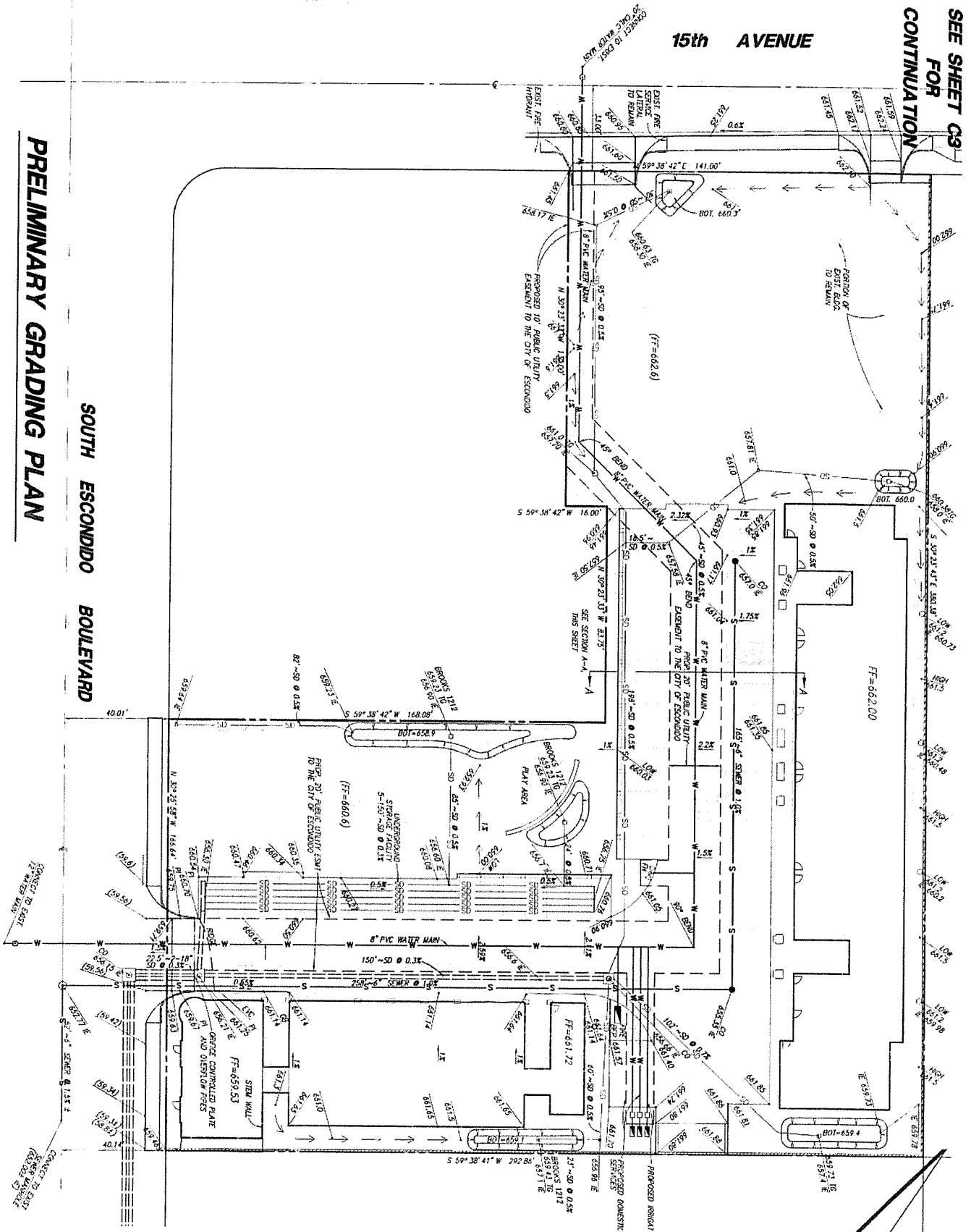
SITE PLAN

SEE SHEET C3
FOR
CONTINUATION

15th AVENUE

PRELIMINARY GRADING PLAN

SOUTH ESCONDIDO BOULEVARD



SEE SHEET C3
FOR CONTINUATION

PROPOSED PROJECT
PHG 14-0020



G

PRE GRADING PLAN

OPEN SPACE
AREA 7
300 SF

OPEN SPACE
AREA 8
1,570 SF

P/L
DARK LINE

OPEN SPACE
AREA 9
291 SF

OPEN SPACE
AREA 10
1,353 SF

OPEN SPACE
AREA 6
4,098 SF

OPEN SPACE
AREA 11
2,098 SF

OPEN SPACE
AREA 6
4,098 SF

OPEN SPACE
AREA 1
5,022 SF

SEE CALCULATIONS
FOR PRIVATE PATIO &
BALCONY OPEN SPACE

SEE CALCULATIONS
FOR PRIVATE PATIO &
BALCONY OPEN SPACE

OPEN SPACE
AREA 5
1,340 SF

OPEN SPACE
AREA 10
1,353 SF

OPEN SPACE
AREA 1
5,022 SF

OPEN SPACE
AREA 4
165 SF

OPEN SPACE
AREA 4
165 SF

OPEN SPACE
AREA 3
2,000 SF

OPEN SPACE
AREA 3
2,000 SF

OPEN SPACE
AREA 2
1,331 SF

OPEN SPACE REQUIRED	
11 TOWN BEDS X 200 SF	2,200 SF
37 TOWN BEDS X 400 SF	14,800 SF
6 TRIPLE BEDS X 600 SF	3,600 SF
TOTAL REQUIRED	20,600 SF

1. PER ESCROWING MUNICIPAL CODE 93.243

OPEN SPACE PLAN

OPEN SPACE PROVIDED	
13 TOWN 11 PLANES	1,832
23 TOWN 23.5 BUCKINGHAMS	1,511
20 TOWN 20.5 BUCKINGHAMS	1,378
SITE AREA 1	918
SITE AREA 2	1,332
SITE AREA 3	1,332
SITE AREA 4	2,200
SITE AREA 5	165
SITE AREA 6	1,340
SITE AREA 7	300
SITE AREA 8	1,570
SITE AREA 9	291
SITE AREA 10	1,353
SITE AREA 11	2,098
TOTAL PROVIDED	23,829 SF

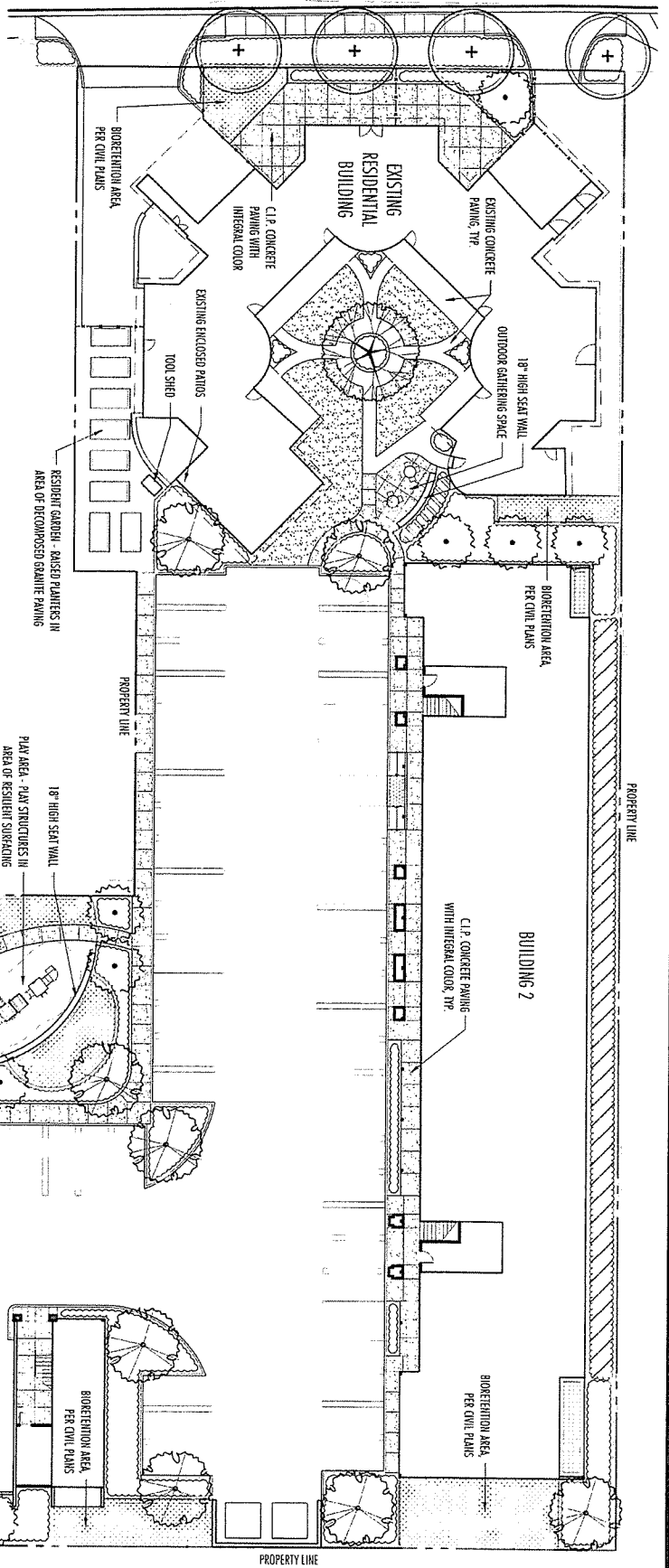


PROPOSED PROJECT PHG 14-0020



OPEN SPACE PLAN

15TH AVENUE



PLANT MATERIAL LEGEND

- Shed Tree (15th Ave.):**
 - 36" BOX SIZE: AGONIS FIBROSA (PERFECT WILLOW)
- Large Shade Tree:**
 - 36" BOX SIZE, SUCH AS: PAVANUS PACUOSA (CAJONILLA SYCAMORE)
 - ULMUS PARVIFLORA TRUE GREEN (CHINESE ELM)
- Evergreen Parking Lot Tree:**
 - 36" BOX SIZE, SUCH AS: ABUTILUS 'MADRID' (MADRID)
 - LOPHOSTEMON CONFERTUS (BRESAUNT BOX)
 - QUERCUS ILEX (HOLY OAK)
- Vertical Tree:**
 - 36" BOX SIZE, SUCH AS: QUERCUS SERRANERENS (ITALYAN CYPRESS)
 - SYAGRA ROLANDZEPHANIA (QUEEN PALM)
 - WASHINGTONIA ROBERTA (MEXICAN PALM PALM)
- Deciduous Flowering Tree:**
 - 36" BOX SIZE, SUCH AS: CERES CANDIDUS 'FOREST PANSY' (REBUD)
 - LABURNUM INDICA (GALIE ANNET)
 - TABERNA MERTENSIOA (PINK TRUMPET TREE)
- Evergreen Shrubs, Groundcovers & Ornamental Grasses:**
 - 5 & 1 GALLON SIZE, SUCH AS: ADIANTE SPF
 - ANTHELIANTHUS FALCATUS (GAMBANO PANS)
 - CORDYLITE VARIETES
 - DIANELLA TSHAMAIKA (TSHAMAI FLAX-LILY)
 - DIETES VEGETA VARIETES
 - LOMBARDIA LONGIFOLIA BREEZE (DWARF PINK RUSH)
 - PITIOSOROLA TENORIOA GOLF BALL (GOLF BALL KOHUNU)
 - PHORAKIA SPF (NEW ZEALAND GRASS)
 - RHAPHIDOPUS UNBELATA WILLOW (TENDU HAWKTHORN)
 - SERICO ANDRALISCA (BLUE GRASS STICK)
 - TRACHELOPERMIA JASMINOIDES (SARA JASMIN)
- Colorful Plants in Pots:**
 - 5 & 1 GALLON SIZE, SUCH AS: GERANIUM PELAGORICUM (IV GERANIUM)
 - PHORAKIA SPF (NEW ZEALAND GRASS)
- Turf:**
 - THREGEN HERIANDA



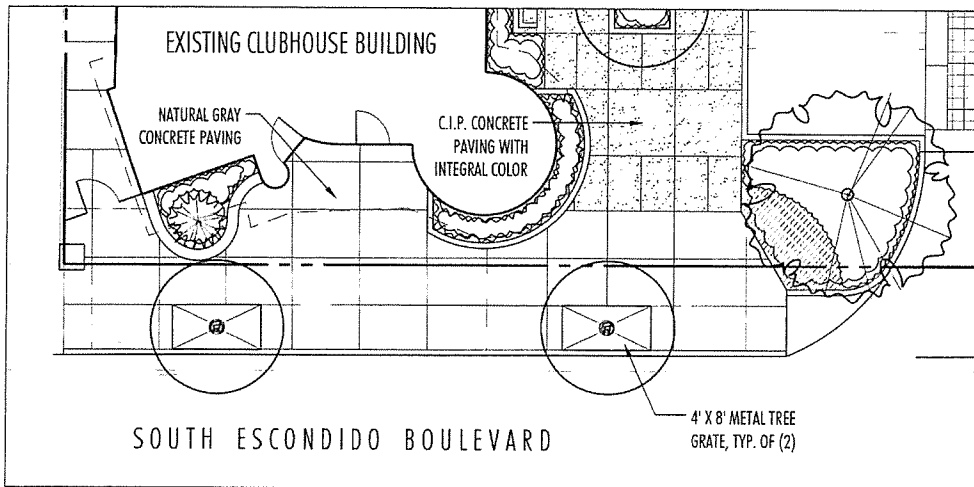
SOUTH ESCONDIDO BOULEVARD

PROPOSED PROJECT
PHG 14-0020

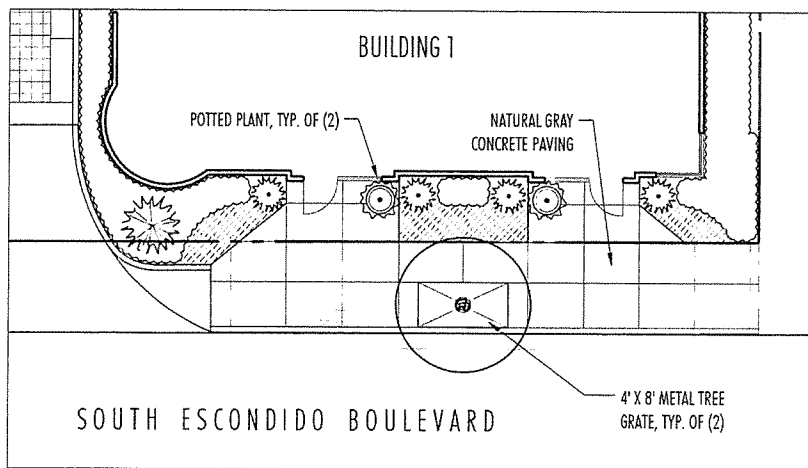


LANDSCAPE NOTES

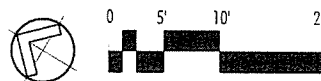
1. TREE ROOT BARRIERS SHALL BE INSTALLED WHERE TREES ARE PLACED WITHIN 10 FEET OF PUBLIC IMPROVEMENTS INCLUDING WALKS, CURBS, OR STREET PAVEMENT OR WHERE NEW PUBLIC IMPROVEMENTS ARE PLACED ADJACENT TO EXISTING TREES. ROOT BARRIERS WILL NOT BE WRAPPED AROUND THE ROOTBALL. ROOT BARRIERS SHALL BE BLACK, INJECTION MOLDED PANELS, OF 0.085" WALL THICKNESS IN MODULES 24 INCHES LONG BY 24 INCHES DEEP; MANUFACTURED WITH A MINIMUM 50% POST-CONSUMER RECYCLED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE.
2. ALL LANDSCAPE AND IRRIGATION SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY LANDSCAPE REGULATIONS, AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.
3. ALL LANDSCAPED AREAS WILL BE WATERED WITH A PERMANENT BELOW-GRADE, FULLY AUTOMATIC IRRIGATION SYSTEM. THIS SYSTEM WILL BE CONTROLLED BY A DUAL PROGRAM ELECTRONIC TIME CLOCK AND REMOTE CONTROL VALVES. POP-UP TYPE HEADS WILL BE USED ADJACENT TO WALKWAYS AND ROADWAYS. BUBBLER HEADS WILL BE USED FOR LANDSCAPED AREAS LESS THAN 8' WIDE. THE SYSTEM WILL BE INSTALLED AS SOON AS POSSIBLE AFTER CONSTRUCTION AND PRIOR TO PLACEMENT OF PLANT MATERIALS. THE SYSTEM SHALL BE IN CONFORMANCE WITH CALIFORNIA'S AB 1881 MODEL WATER EFFICIENT CONSERVATION ORDINANCE.
4. ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED IN A FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PLANT.
5. ALL REQUIRED PLANTING AREAS AND ALL EXPOSED SOIL AREAS WITHOUT VEGETATION SHALL BE COVERED WITH MULCH TO A MINIMUM DEPTH OF 2 INCHES.



STREETSCAPE ENLARGEMENT - NORTH



STREETSCAPE ENLARGEMENT - SOUTH

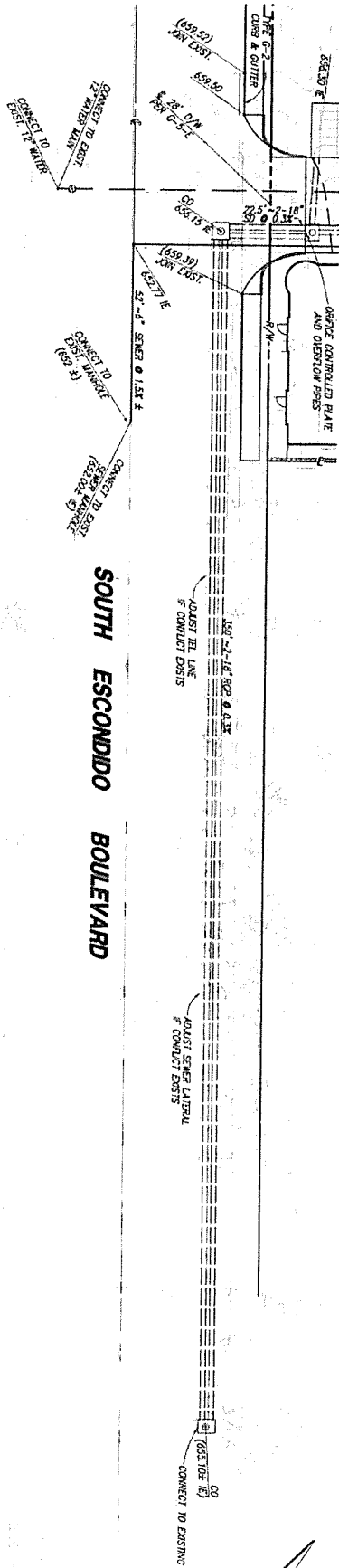


**PROPOSED PROJECT
PHG 14-0020**



LANDSCAPE PLAN

SEE SHEET C2 FOR CONTINUATION

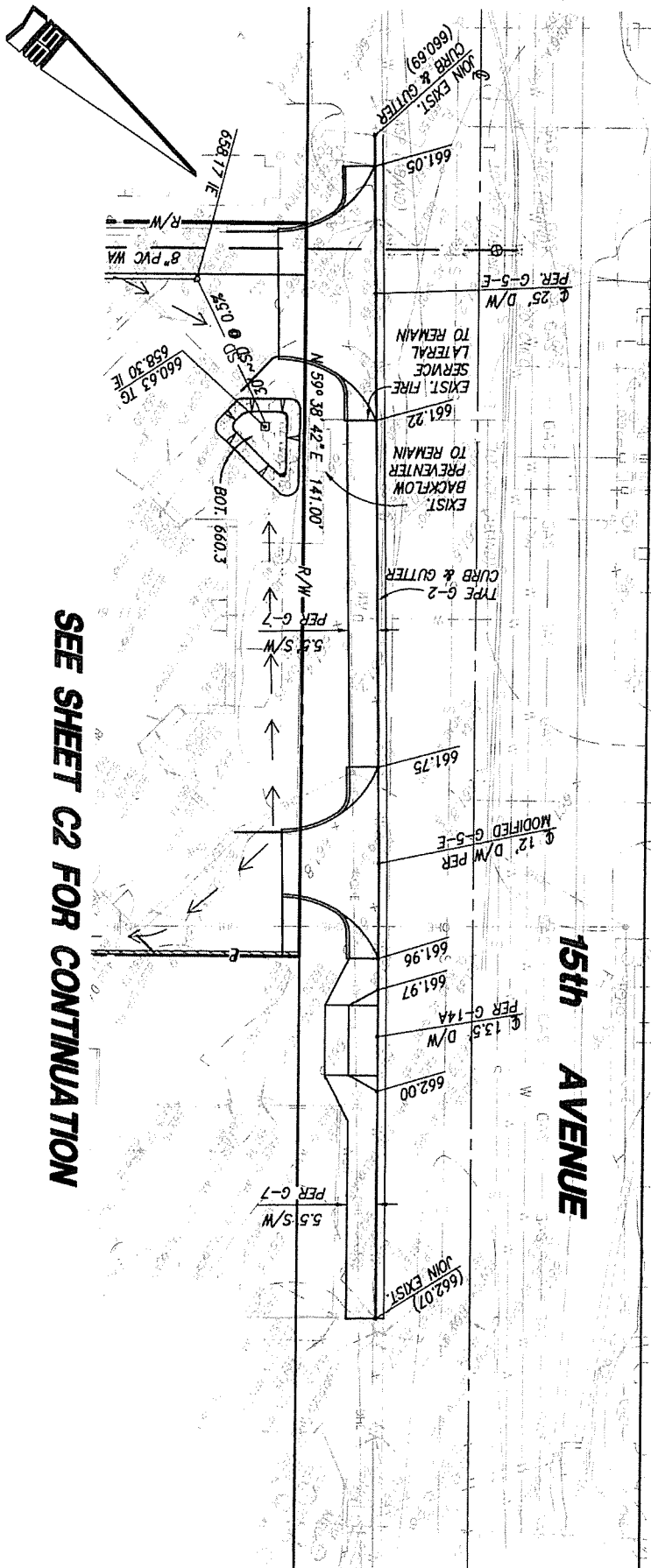


SOUTH ESCOBIDO BOULEVARD



PROPOSED PROJECT
PHG 14-0020

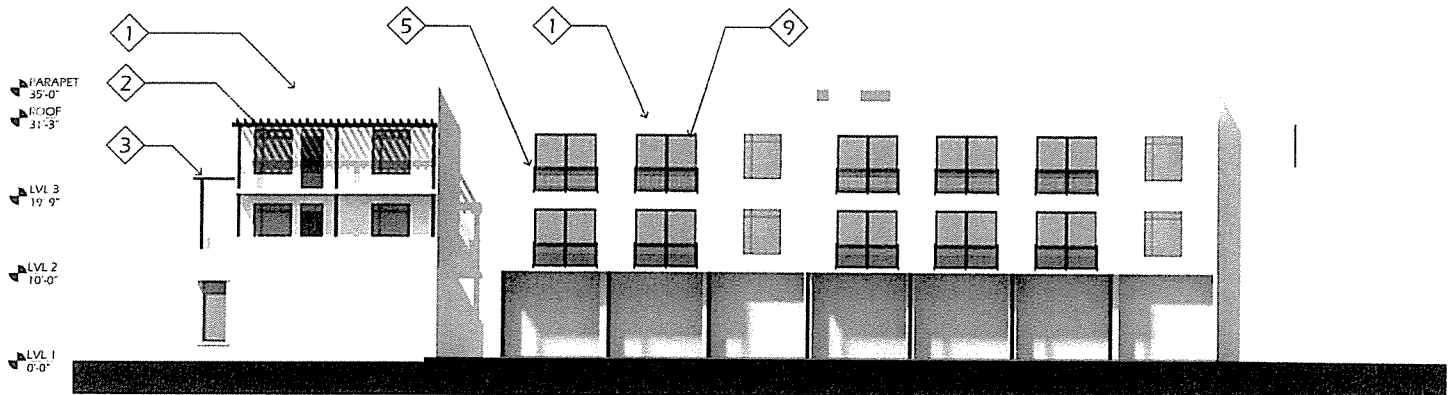




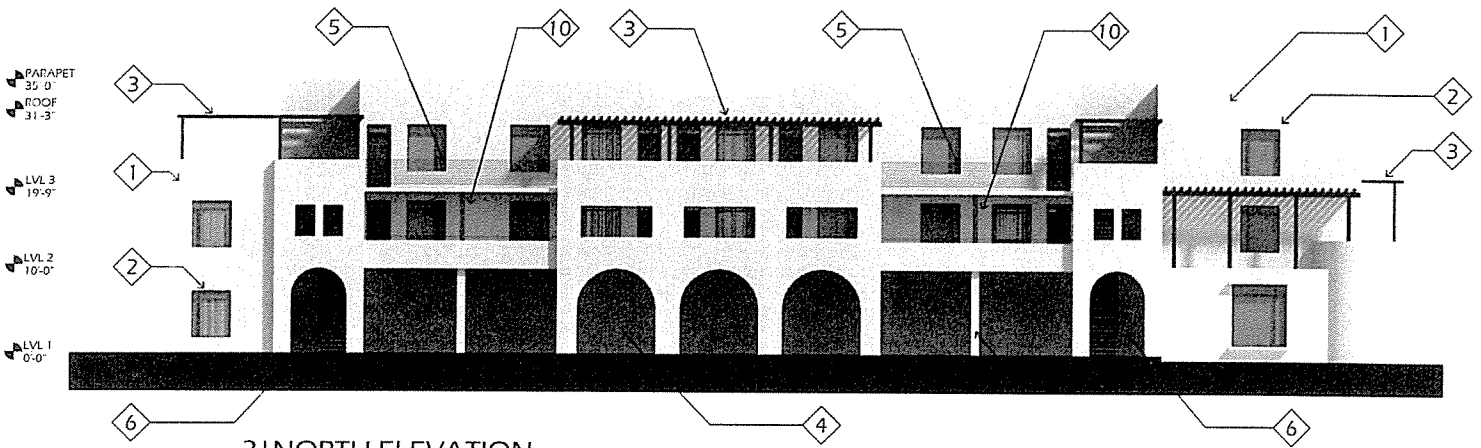
SEE SHEET C2 FOR CONTINUATION

15th AVENUE

PROPOSED PROJECT
PHG 14-0020



1 | SOUTH ELEVATION



3 | NORTH ELEVATION

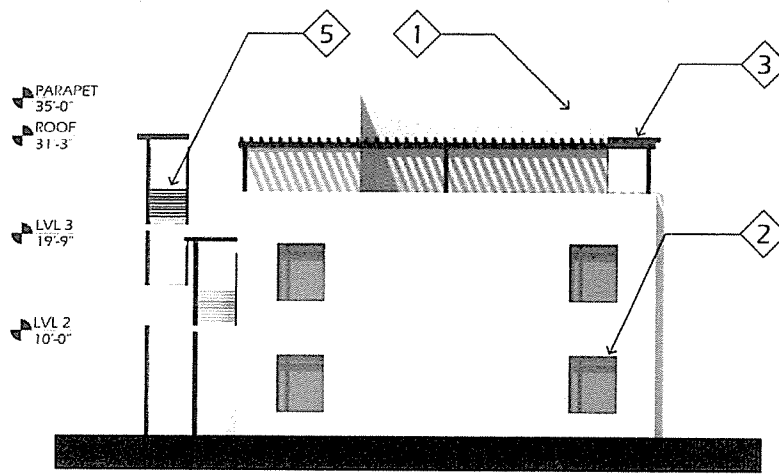
- | | | |
|--|---|------------------------------|
| 1 White Stucco | 5 Metal guardrail | 9 8' tall sliding door |
| 2 Operable windows w/screens and low-e glass | 6 Open wood framed stair w/ metal railings | 10 Painted steel tube column |
| 3 Heavy timber wood trellis, stained | 7 Not Used | |
| 4 Covered tandem parking | 8 Fixed glazed aluminum storefront w/ low-e glass | |

EXTERIOR ELEVATIONS - BUILDING 1

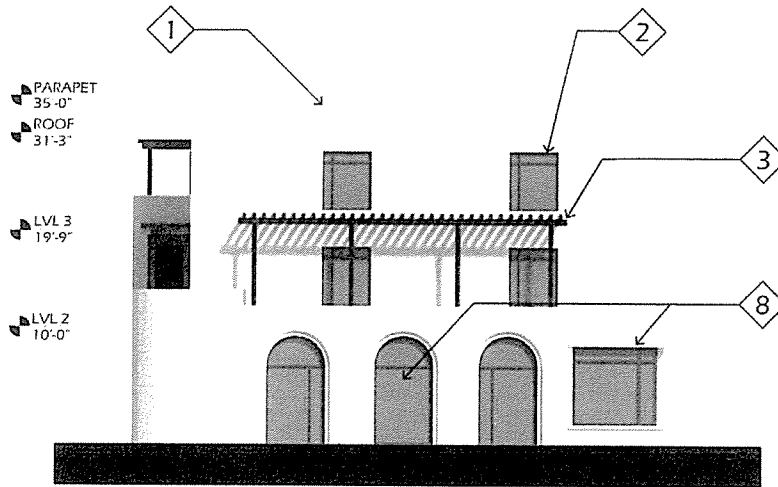
**PROPOSED PROJECT
PHG 14-0020**

E

ELEVATION PLAN



2 | EAST ELEVATION



4 | WEST ELEVATION

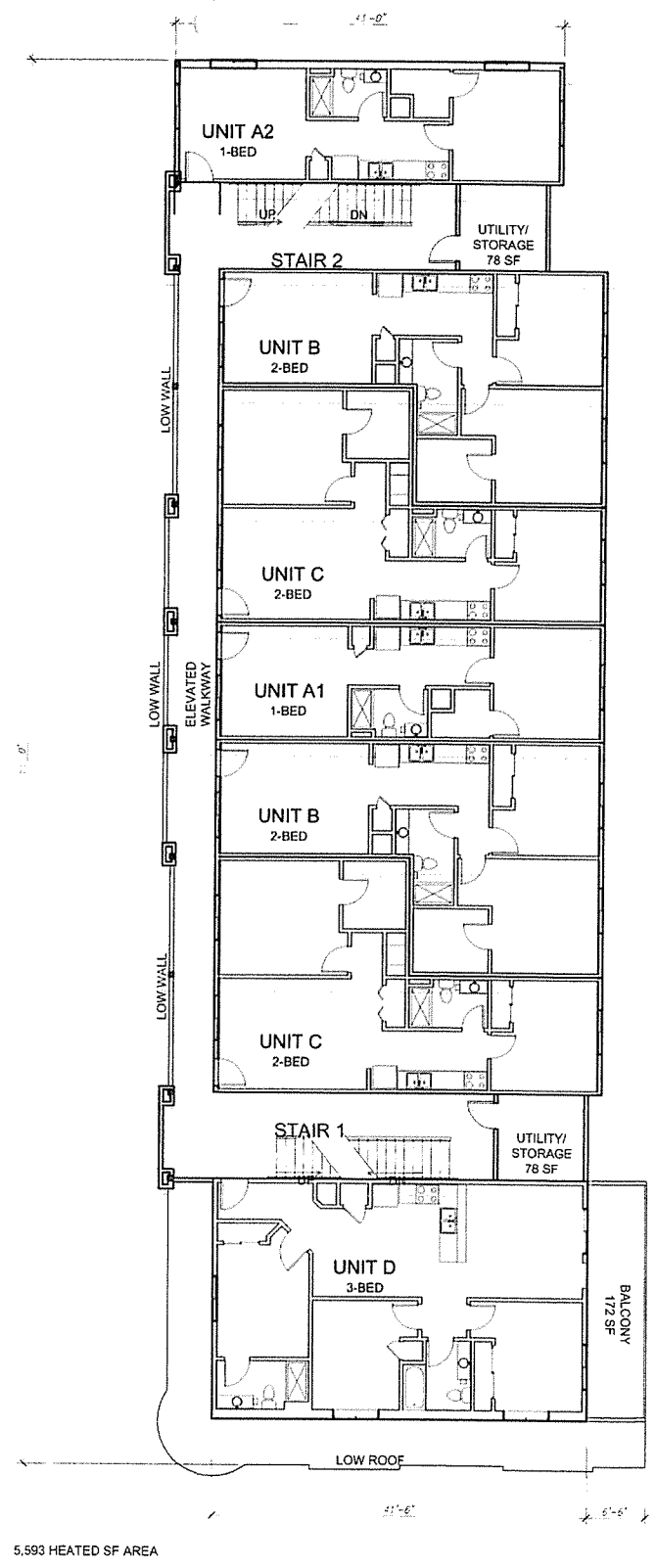
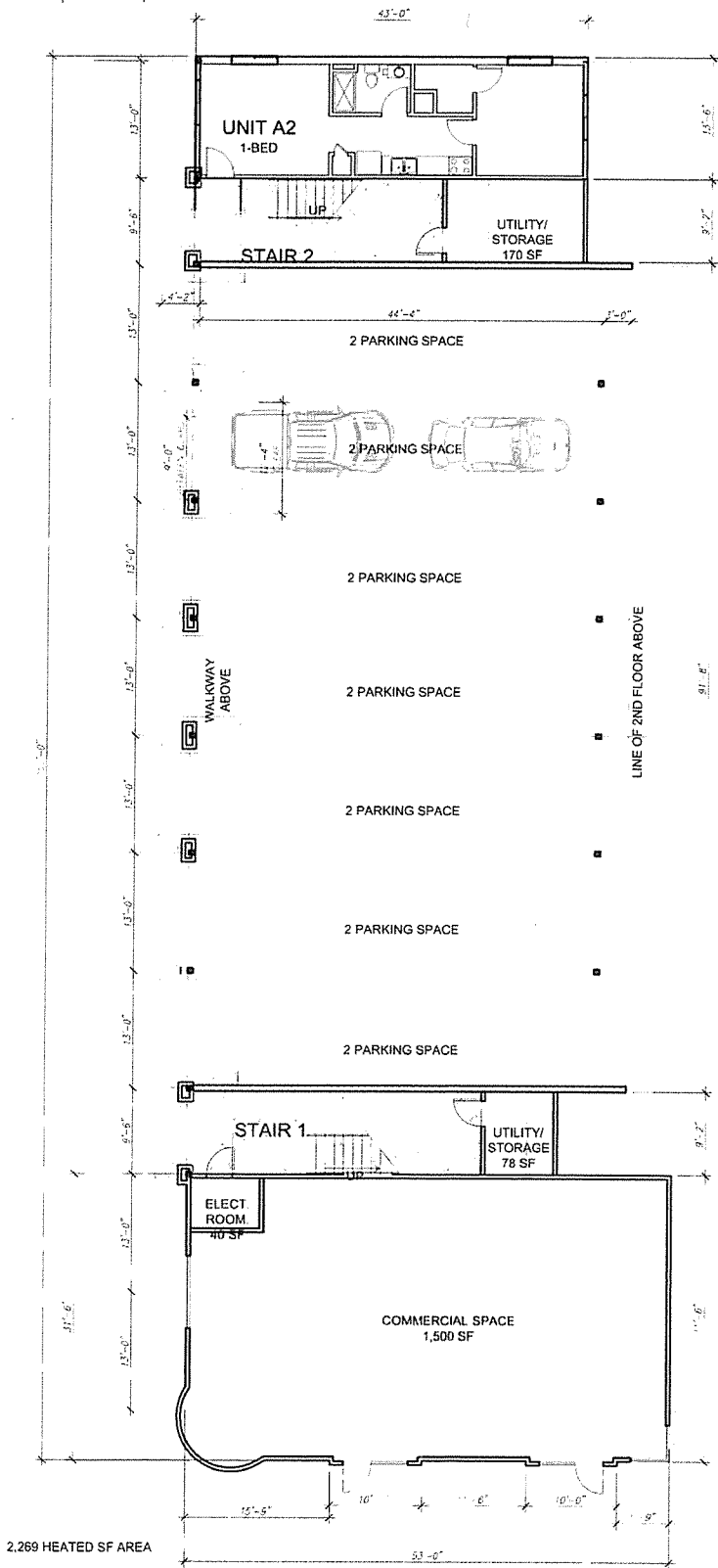
- | | | |
|--|---|------------------------------|
| 1 White Stucco | 5 Metal guardrail | 9 8' tall sliding door |
| 2 Operable windows w/screens and low-e glass | 6 Open wood framed stair w/ metal railings | 10 Painted steel tube column |
| 3 Heavy timber wood trellis, stained | 7 Not Used | |
| 4 Covered tandem parking | 8 Fixed glazed aluminum storefront w/ low-e glass | |

EXTERIOR ELEVATIONS - BUILDING 1

**PROPOSED PROJECT
PHG 14-0020**



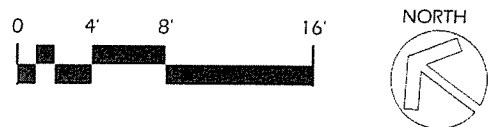
ELEVATION PLAN



LEVEL 1

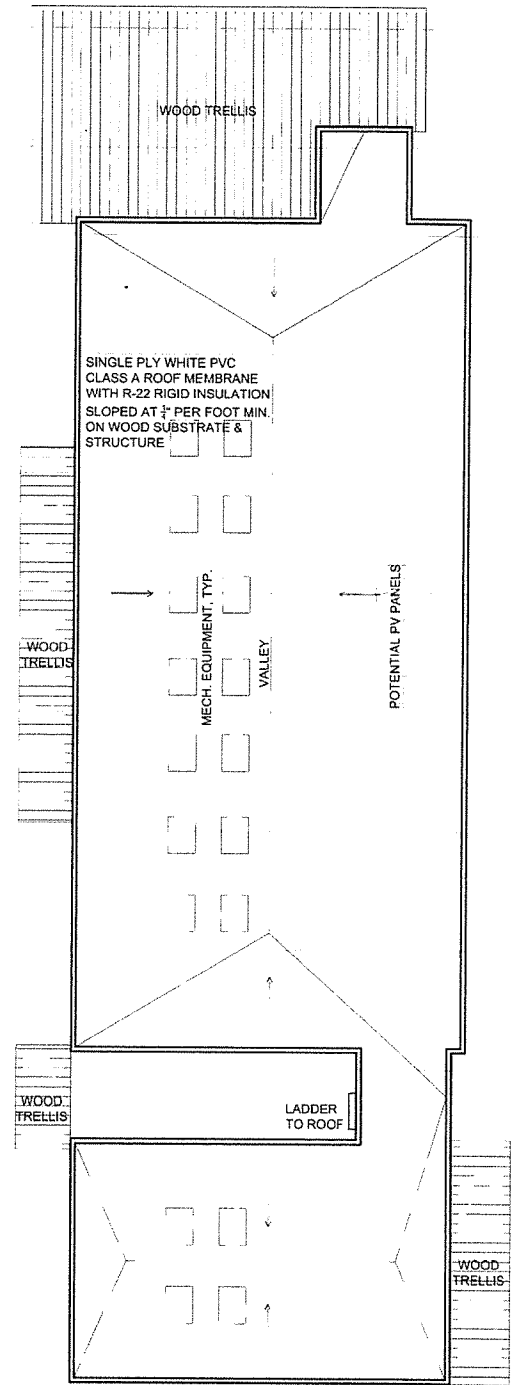
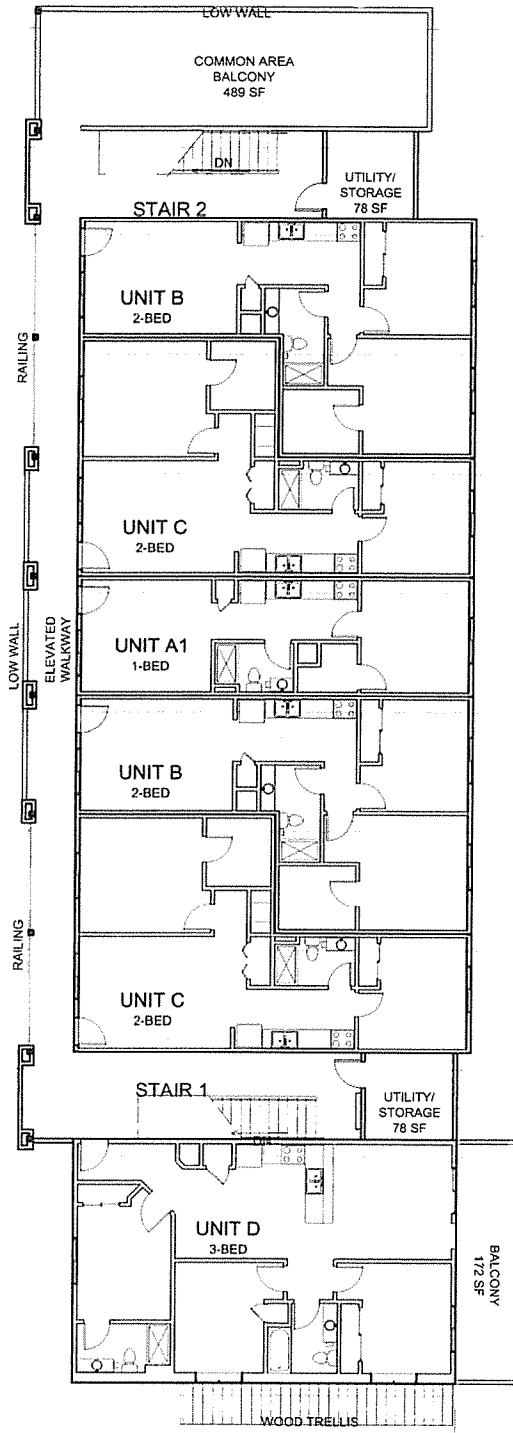
LEVEL 2

BUILDING 1 - FLOOR PLANS



PROPOSED PROJECT
PHG 14-0020





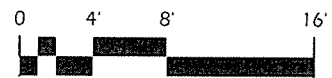
5,013 HEATED SF AREA

5,216 SF ROOF MEMBRANE

LEVEL 3

ROOF

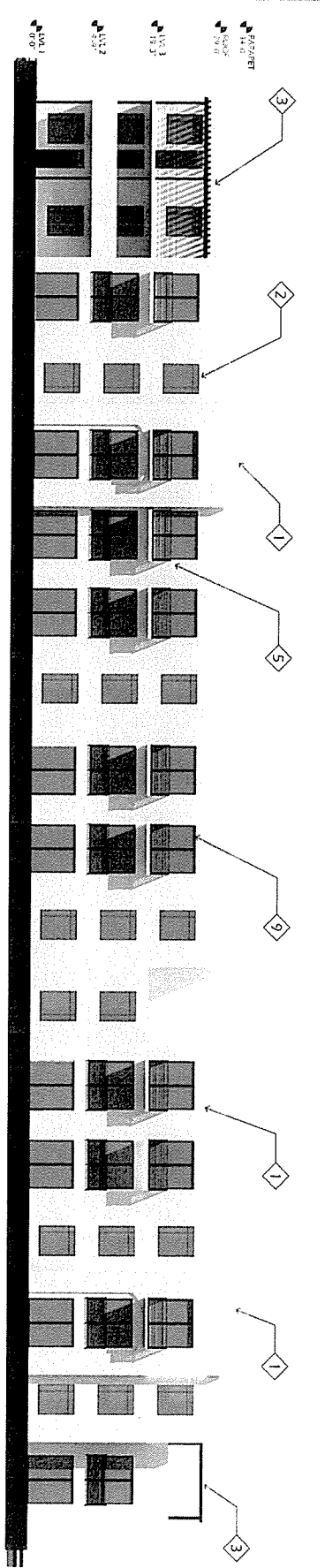
BUILDING 1 - FLOOR PLANS



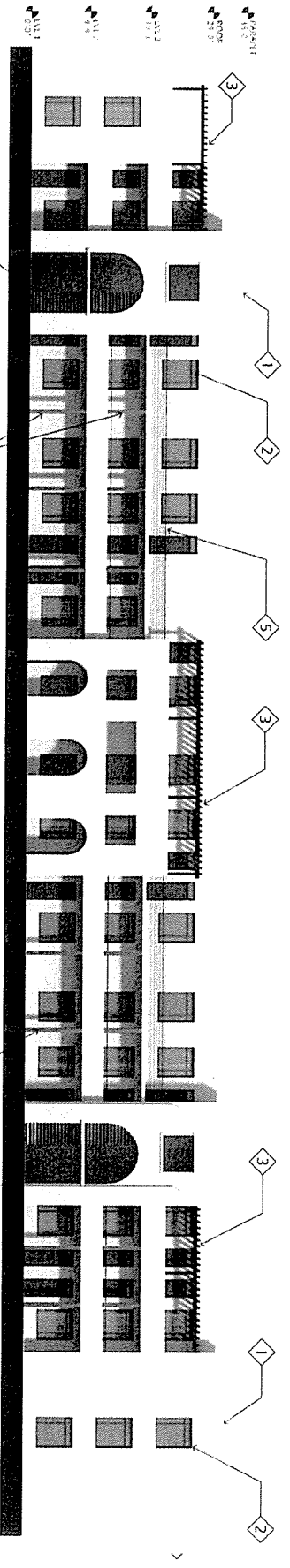
PROPOSED PROJECT
PHG 14-0020



FLOOR PLAN



1 EAST ELEVATION



3 WEST ELEVATION

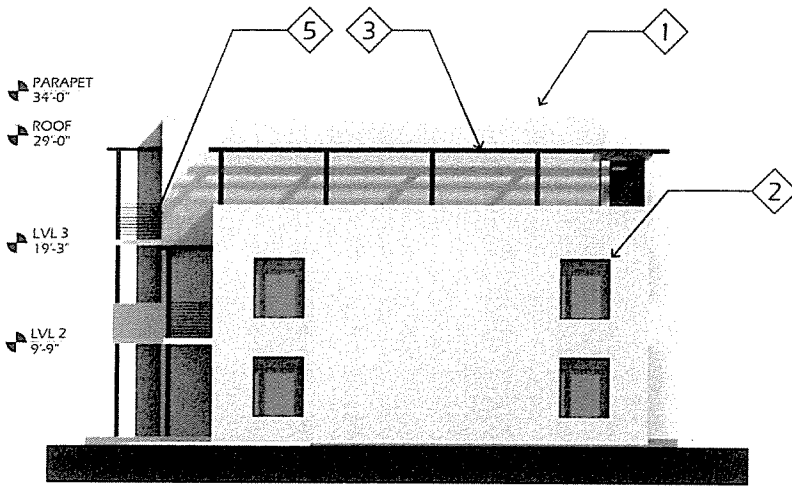
- 1 White Stucco
- 2 Operable windows w/screens and low-e glass
- 3 Heavy timber wood trellis, stained
- 4 Covered tandem parking

- 5 Metal guardrail
- 6 Open wood framed stair w/ metal railings
- 7 Fixed glazed aluminum storefront w/ low-e glass

- 9 8' tall sliding door
- 10 Painted steel tube column

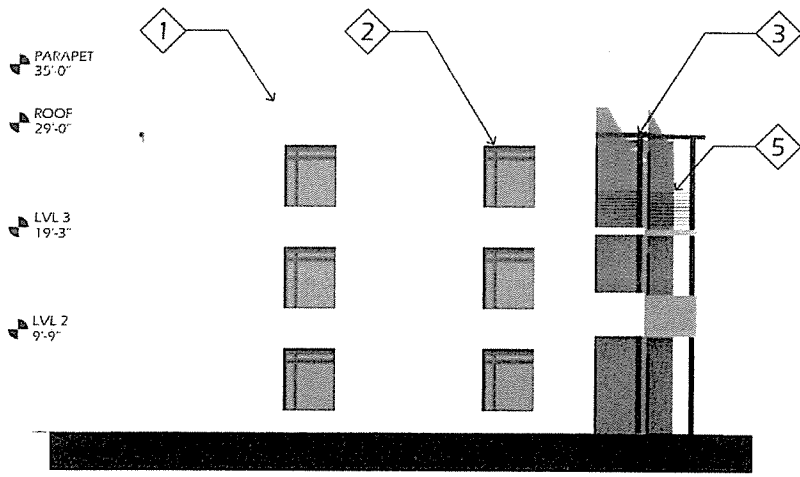
EXTERIOR ELEVATIONS - BUILDING 2

PROPOSED PROJECT
PHG 14-0020



2 | NORTH ELEVATION

- 1 White Stucco
- 2 Operable windows w/screens and low-e glass
- 3 Heavy timber wood trellis, stained
- 4 Covered tandem parking
- 5 Metal guardrail
- 6 Open wood framed stair w/ metal railings
- 7
- 8 Fixed glazed aluminum storefront w/ low-e glass
- 9 8' tall sliding door
- 10 Painted steel tube column



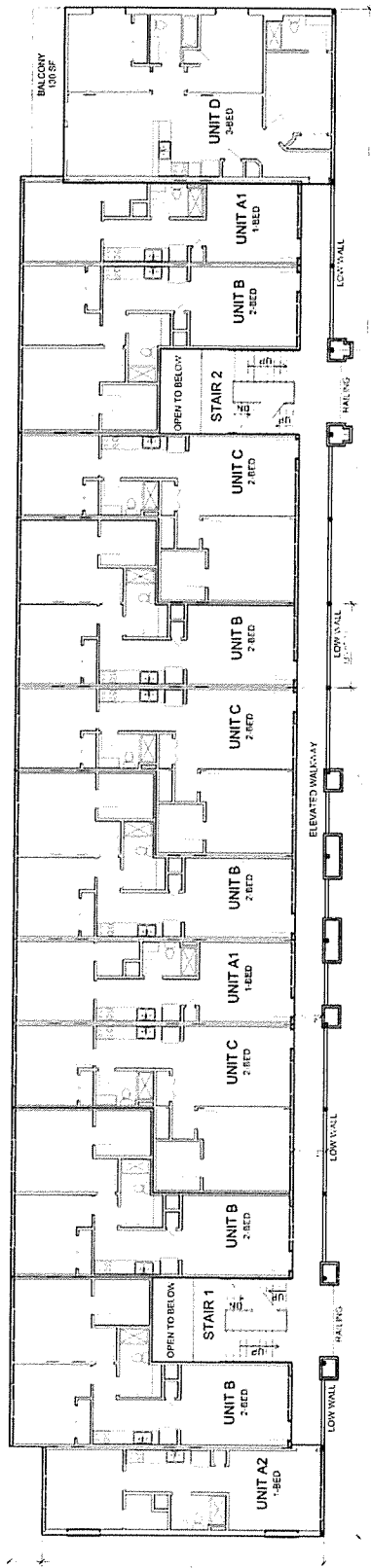
4 | SOUTH ELEVATION

EXTERIOR ELEVATIONS - BUILDING 2

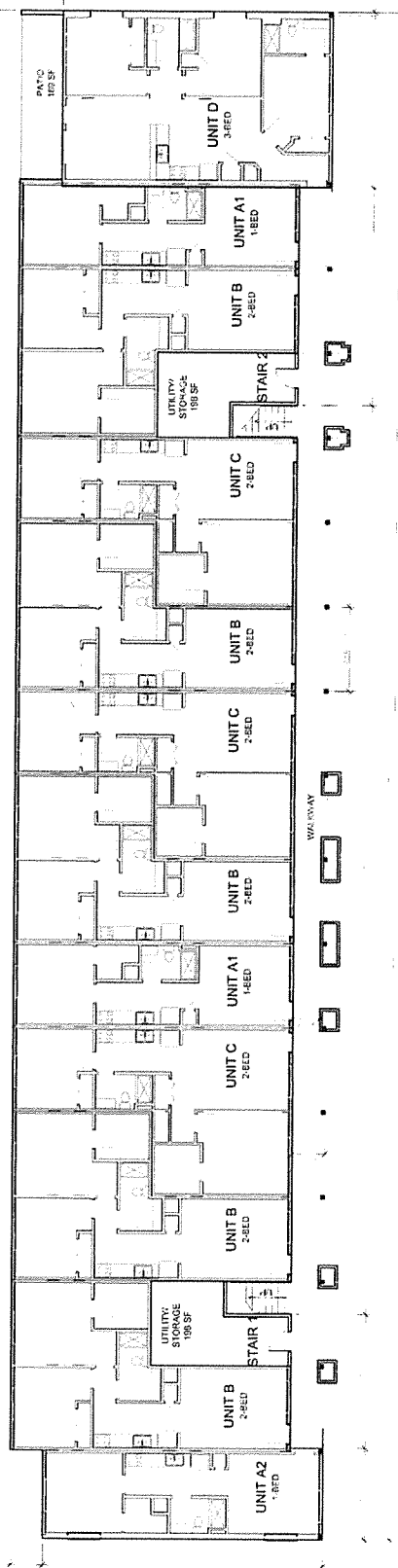
**PROPOSED PROJECT
PHG 14-0020**

E

ELEVATION PLAN



9,577 HEATED SF AREA



9,577 HEATED SF AREA

LEVEL 2

LEVEL 1

BUILDING 2 - FLOOR PLANS



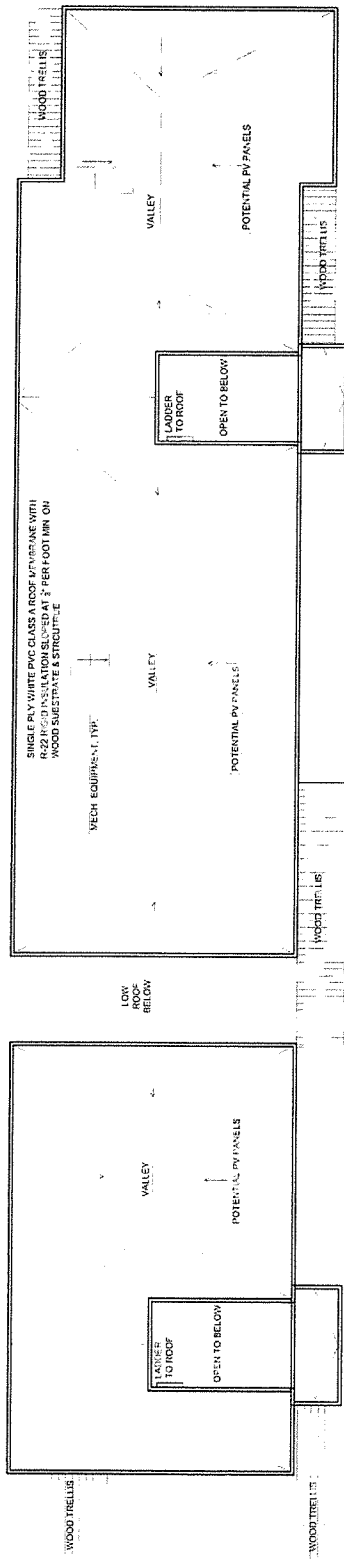
NORTH



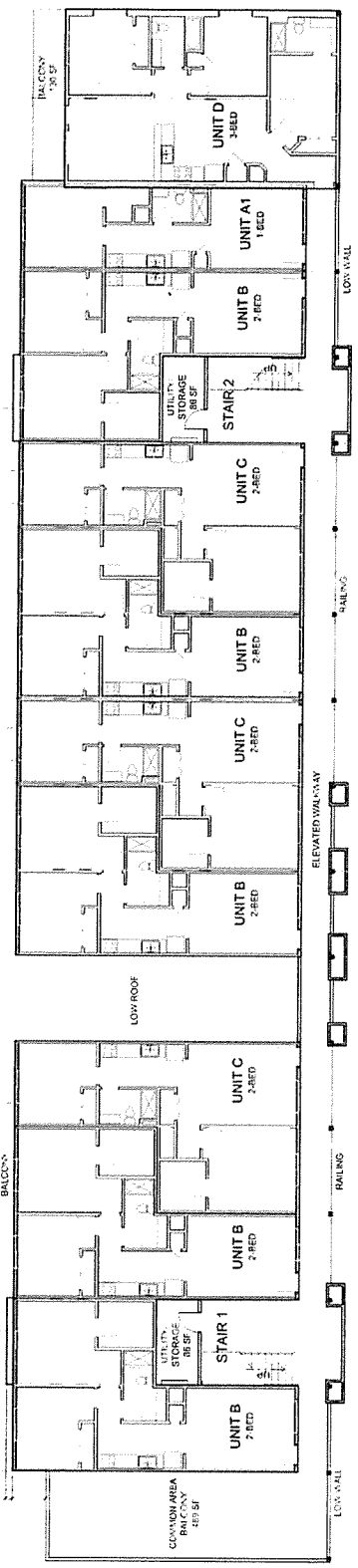
PROPOSED PROJECT
PHG 14-0020



FLOOR PLAN

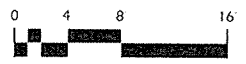


ROOF



LEVEL 3

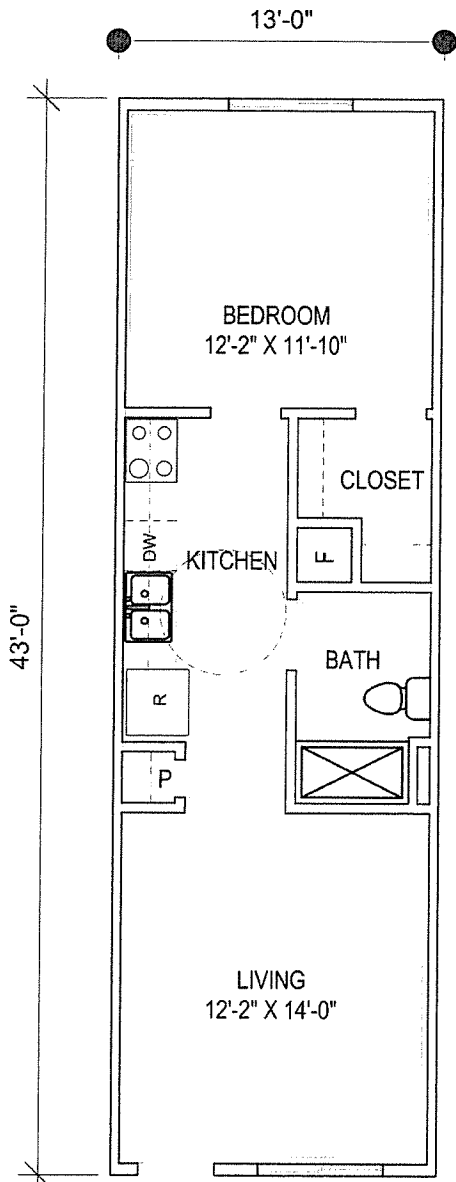
BUILDING 2 - FLOOR PLANS



PROPOSED PROJECT
PHG 14-0020



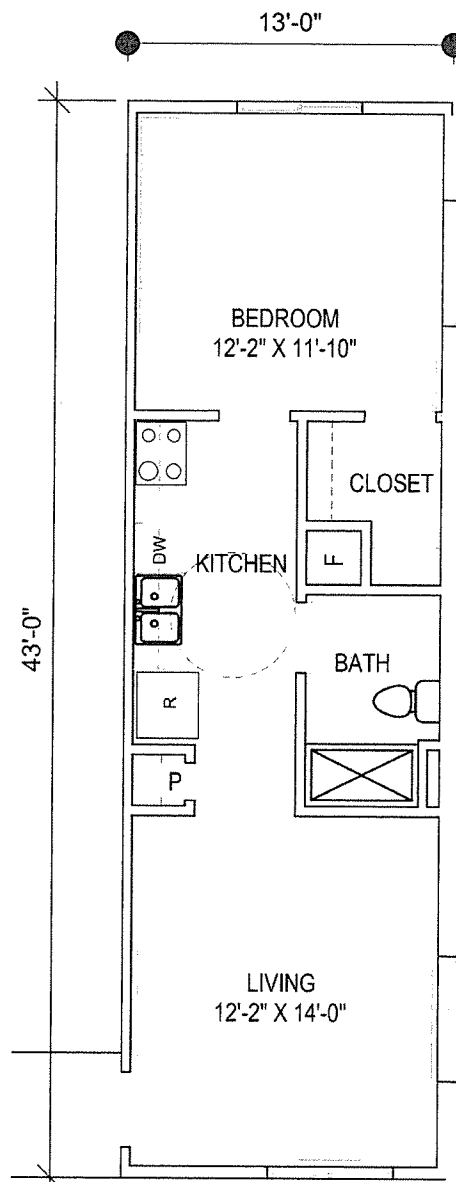
FLOOR PLAN



WALKWAY

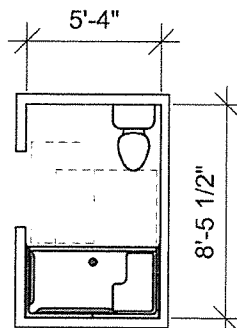
UNIT A1
1 BEDROOM
515 SF

UNIT PLANS



UNIT A2
1 BEDROOM
515 SF

ALT. 1, 2 & 3
BEDROOM UNITS
WITH ADA
BATHROOM

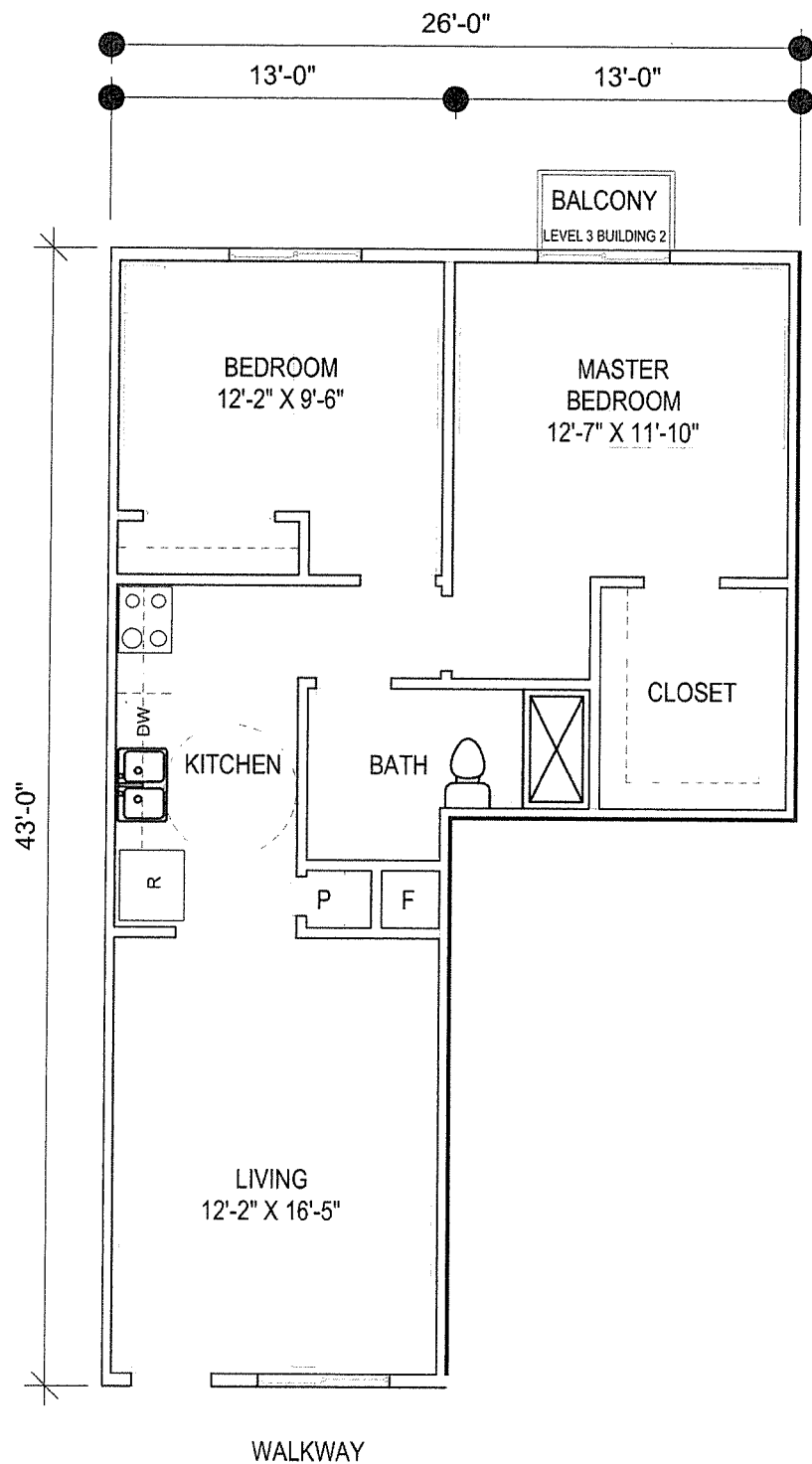


WHEELCHAIR BARRIER
FREE SHOWER STALL

**PROPOSED PROJECT
PHG 14-0020**

F

FLOOR PLAN



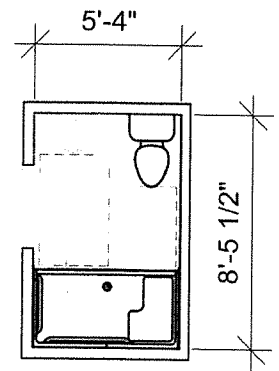
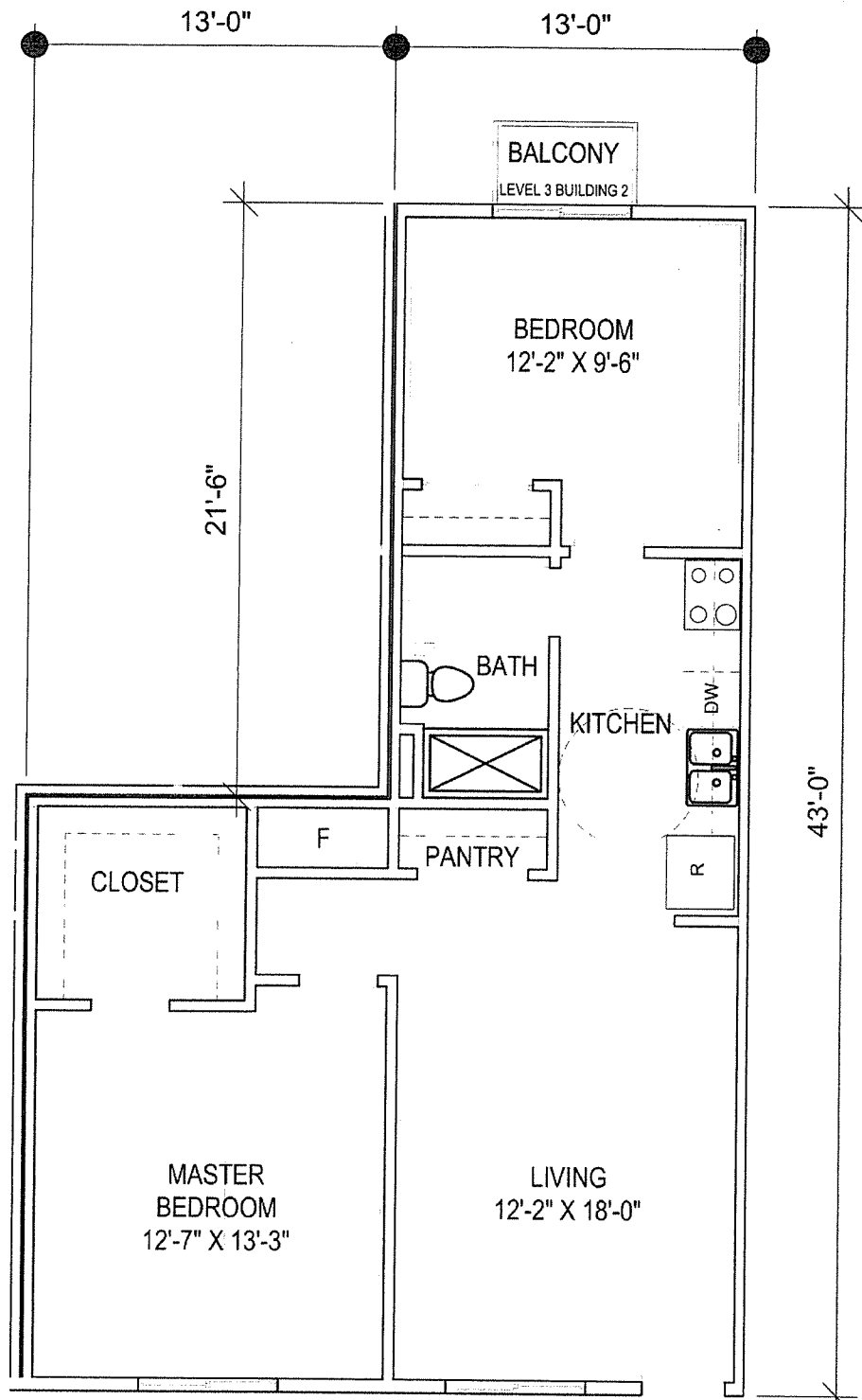
UNIT PLANS

UNIT B
2 BEDROOM
780 SF

PROPOSED PROJECT
PHG 14-0020

F

FLOOR PLAN



WHEELCHAIR BARRIER
FREE SHOWER STALL

ALT. 1/, 2 & 3
BEDROOM UNITS
WITH ADA
BATHROOM

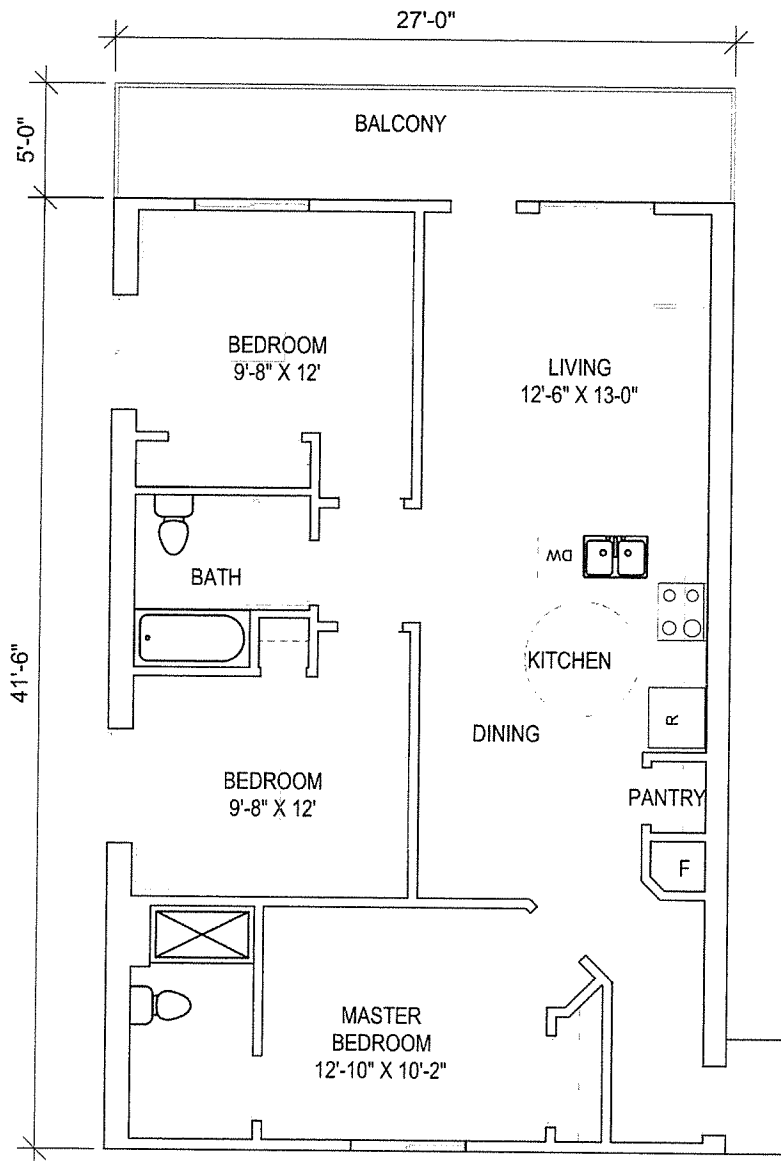
WALKWAY

UNIT C
2 BEDROOM
780 SF

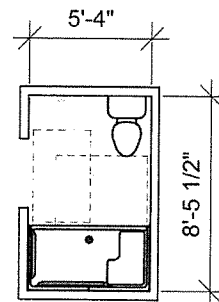
PROPOSED PROJECT
PHG 14-0020

F

FLOOR PLAN



UNIT D
3 BEDROOM
1,080 SF



WHEELCHAIR BARRIER
FREE SHOWER STALL

UNIT PLANS

ALT. 1, 2 & 3
BEDROOM UNITS
WITH ADA
BATHROOM

PROPOSED PROJECT
PHG 14-0020



FLOOR PLAN

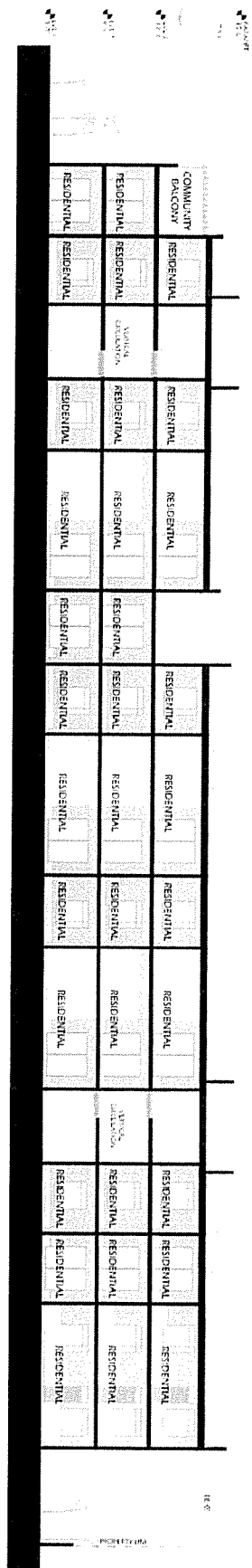


PROPOSED PROJECT
PHG 14-0020

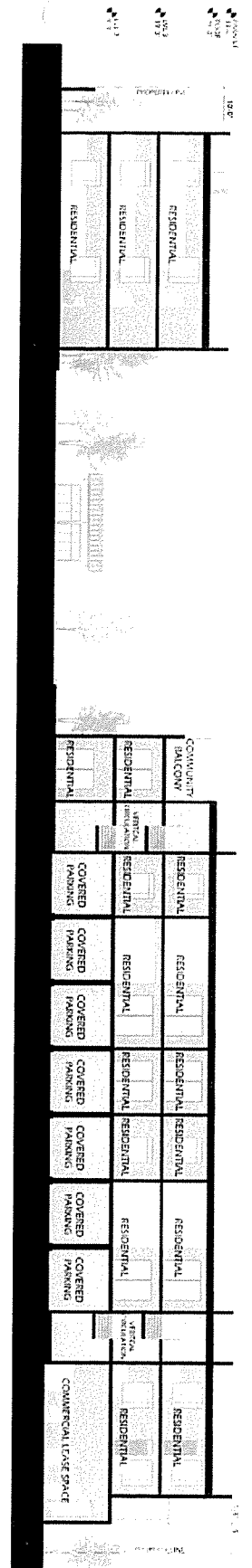


PROPOSED PROJECT
PHG 14-0020





ALWEST SECTION



BINORTH SECTION

BUILDING SECTIONS

PROPOSED PROJECT
PHG 14-0020

S

SECTIONS

ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH: CG and PD-MU zoning (General Commercial and Planned Development-Mixed Use) General Commercial zoning and uses are located north of the project site. A retail market and office building are located immediately adjacent to the project site on the southeastern corner of 15th Avenue and South Escondido Boulevard. The proposed project would be separated from the adjacent commercial uses by the existing adobe perimeter wall and new masonry wall. A three-story mixed use apartment development (Las Ventanas) is located north of the site across 15th Avenue, with a ground-floor commercial component.

SOUTH: PD-MU zoning (Planned Development-Mixed Use) / The commercial lot immediately south of the site is currently unoccupied and contains an older auto repair/storage building. A mixed-use residential project previously was approved on the site (City File Nos. TR 942 and PHG10-0002) for two, two-story shopkeeper/condominium units fronting onto South Escondido Boulevard, and 22, three-story residential/condominium type units. A proposed masonry block wall would separate the project site from the adjacent lot.

EAST: R-3-18 zoning (Multi-Family Residential, up to 18 du/ac). A two-story apartment development is located adjacent to the site on the east. The rear of the apartment buildings orient towards the project site. Two-story single-family residential units are located southeast of the project site. A proposed masonry block wall would separate the project site from the adjacent apartment units. One- and two-story single-family residential structures are located northeast of the project site at the southwestern corner of 15th Avenue and Maple Street.

WEST: CG and PD/MU zoning (General Commercial and Planned Development-Mixed Use) A variety of one- and two-story commercial/retail/office uses are located west of the site across South Escondido Boulevard. A three-story mixed use development (Escondido Park Row) is located southwest of the site. The mixed-use development consists of ground-floor commercial suites along South Escondido Boulevard and single-family residential units above. The project also contains two-story townhome units and three-story apartment units.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service -- The Police Department expressed no concern regarding the proposed development and their ability to serve the site.
2. Effect on Fire Service -- The Fire Department indicated that adequate services can be provided to the site and the proposed project would not impact levels of service. The site is served by Fire Station No. 1 located at 310 Quince Street.
3. Traffic -- Primary access to the project (office, new apartment units and parking area) would be provided by a single driveway from South Escondido Boulevard, which is classified as a Collector Road (84' R-O-W) on the City Circulation Element. Access to the six existing adobe apartment units and associated parking spaces still would be provided along 15th Avenue, but through access to Escondido Boulevard would not be provided. In the immediate project vicinity, Escondido Boulevard operates and is striped as a two-lane undivided roadway north of W. 15th Avenue with a continuous center transition/turn-lane. On-street parking currently is permitted along South Escondido Boulevard. South Escondido Boulevard transitions from a 2-lane roadway to a 4-lane roadway south of the project's driveway. This 4-lane portion is divided with a striped centerline, and also provides for on-street parking. Bus stops are provided in both directions, just south of W. 15th Avenue. 15th Avenue is classified as a Local Collector and is constructed as a two-lane undivided roadway. On-street parking is restricted along the 15th Avenue project frontage. Two existing adobe carports fronting onto 15th Avenue currently provide two parking spaces within each carport space for the adobe apartment units that would be retained. The use of these spaces require backing out onto 15th Avenue, which is allowed for single-family and duplex type units. An additional two open tandem parking spaces also would be provided along the 15th Avenue frontage (within the area currently used as a one-way driveway) to provide additional on-site parking opportunities for the residents.

A Traffic Impact Analysis (TIA) was prepared by LLG Engineers to assess the projects impacts on the circulation system. There currently are approximately 14,400 average daily vehicle trips (ADT) along South

Escondido Boulevard north of 15th Avenue and 15,300 ADT south of 15th Avenue. The net increase of 44 units and the small commercial component is anticipated to generate approximately 416 weekday average daily trips with 74 inbound/73 outbound trips during the AM peak hour, and 78 inbound/78 outbound trips during the PM peak hour. The TIA concluded the adjacent signalized intersection and unsignalized driveways would continue to operate at LOS B or better with the addition of the project and cumulative project traffic volumes. Adjacent segments of South Escondido Boulevard currently operate at LOS E and F, and would continue to do so with or without the project, and would not result in a significant impact because the volume to capacity ratio along South Escondido Boulevard would not exceed 0.02 as a result of the project. The Engineering Department indicated the anticipated daily and peak hour trips would not result in any significant adverse direct or cumulative impacts to the circulation system, and no mitigation would be required. Full street improvements along 15th Avenue (curb, gutter and sidewalk) would be provided along the project frontage and continue off-site to finish a missing section along the parcel immediately east of the project site.

4. Utilities – Water and sewer is available from existing mains in the adjoining street or easements. Water and sewer service is provided by the City of Escondido. A looped water line would be provided through the site connecting lines in South Escondido Boulevard to facilities within 15th Avenue. These systems have adequate capacity to accommodate the project's needs. The Engineering Department indicated the project would not result in a significant impact to public services or other utilities. The on-site water and sewer system would be located within appropriate easements. Existing overhead utilities across the project frontage would be undergrounded.
5. Solid Waste – Trash service is provided by Escondido Disposal. A new trash enclosure would be provided to serve the project. The final design would be required to meet current water quality requirements for storm-water runoff, which includes a solid roof structure over the trash enclosure to prevent rain from entering the enclosure area. The Homeowners' Association will need to coordinate with Escondido Disposal on the number of pickups per week to accommodate the volume of trash generated by the site.
6. Drainage – The Engineering Department has determined the project would not materially degrade the levels of service of the existing drainage facilities. A Water Quality Technical Report has been prepared to address the design of drainage and water quality features in accordance with SUSMP requirements. The existing storm drain located within South Escondido Boulevard is proposed to be extended to the project site.

C. ENVIRONMENTAL STATUS

1. A Draft Negative Declaration was prepared and issued for the proposed project for 20-day public review on April 22, 2015. Staff did not receive any comments on the Draft MND. The findings of this review are that the Initial Study identified impacts related to cultural resources and hazardous materials that may be potentially significant. However mitigation measures and project design features would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant. The Final MND can be viewed at the City of Escondido Planning Division and also is available in the Planning Division section of the City's website at the following link:

<https://www.escondido.org/zenner-development-and-annexation.aspx>

2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements, recommended mitigation measures and the recommended conditions of approval.
3. Due to federal funding involvement, a separate Environmental Assessment (EA) would be required in order to satisfy HUD's Federal NEPA environmental compliance obligations as the federal funding agency. The National Environmental Policy Act (NEPA) is similar to the California CEQA analysis/process, but is required for projects that need approval by federal agencies. The County of San Diego will be the lead agency for processing the EA in its role in overseeing the Section 8 VASH vouchers.

D. CONFORMANCE WITH CITY POLICY

General Plan

The General Plan land-use designation for subject site is General Commercial (GC), which allows for a variety of commercial, retail and service type uses along the South Escondido Boulevard Corridor. The site also is located within the South Escondido Boulevard Neighborhood Plan that was established for the South Escondido Corridor, and the proposed development is subject to the provisions of the overlay zone. The South Escondido Boulevard Neighborhood Plan allows for residential development in conjunction with a commercial component (mixed-use) subject to the approval of a Planned Development. The proposed combined mix of land uses and variation of building setbacks and parking options generally is not obtainable under existing zoning regulations. The purpose of the Planned Development (PD) Zone is to provide a more flexible regulatory procedure by which the basic public purposes of the Escondido General Plan and the Escondido Zoning Code may be accomplished. The Planned Development Zone also encourages creative approaches to the use of land through variation in the siting of buildings and the appropriate mix of several land uses, activities and dwelling types (General Plan Housing Element, page IV-74).

The site also is located with South Escondido Boulevard/Felicita Avenue General Plan Target Area (page II-69) that allows for mixed-use projects. The Target Area requires a minimum density of 30 dwelling units per acre in conformance with Smart Growth Principles by creating new neighborhoods that are attractive, convenient, safe, and healthy, and also increase densities along transit nodes, and offer a range of housing opportunities within existing neighborhoods that are in closer proximity of a range of jobs, services and transit. The proposed development would be consistent with the Escondido General Plan density provisions for the Target Area with a proposed density of 30 du/ac (54 units/1.8 acres). The proposed mixed-use affordable project would be in conformance with General Plan Housing Goals and Policies (pages IV-120 – 121) that seek to expand the stock of all housing and provide a range of housing opportunities for all income groups and households with special needs; encourage a compact, efficient urban form; encourages creative residential development; and incorporate smart growth principles in new multi-family and mixed-use overlay areas.

Historical Resource Ordinance: The existing adobe structures located on the site are over 50 year old, which would classify them as potential historic resources. The City's Historic Resources Ordinance requires discretionary projects that involve impacts to historic resources to be reviewed by the Historic Preservation Commission prior to Planning Commission/City Council determination regarding demolition of any significant historic resources. Demolition of a significant historic resource requires the City Council to make certain findings in accordance with Article 40, Section 33-803 (Historical Resources) of the Escondido Zoning Code to support the proposed demolition of the resource. Staff believes the proposed project would be in conformance with the following findings:

1. That the City of Escondido's inventory of significant historical resources will not be diminished by the demolition because the most noteworthy structures/resources associated with Weir Bros Construction would be preserved on-site and incorporated into the project design.
2. The Historical Society and/or other appropriate historic agencies will have access to the building(s) to retrieve any historic materials. The project also will be required, as a condition of project approval and require CEQA mitigation measures, to provide appropriate photo documentation of the resources conducted according to Historic American Building Survey (HABS) specifications.
3. The Planning Commission and City Council will consider the proposed project at noticed public hearings prior to issuance of a demolition permit. Appropriate CEQA review and public notice has been conducted.
4. Due to the project description to provide additional affordable housing opportunities in conformance with the goals of Veterans Village and in conformance with the density provisions of the Escondido General Plan, as well as the nature of adobe construction, it is cost prohibitive and therefore not feasible to relocate the type of adobe structures proposed for demolition on the site.

The applicant prepared a Historic Evaluation Report (included in Mitigated Negative Declaration Appendices) to determine the level of historic significance for the existing structures and to assess potential eligibility for national, state or local historic registers. The results of the Historic Evaluation Report Significance/Resource Evaluation concluded the adobe structures are considered significant historic resources and eligible for potential listing on the historic registers based on certain State and Federal criteria due to their association with Weir Bros. Construction, which represent some of their most accomplished work throughout San Diego County. It is

the only commercial office buildings associated with the company as most of their work was custom residential homes. The Adobe Villa Apartment represents their only known apartment complex designed and constructed by the firm. The property also is noteworthy at the local level of significance. The structures also retain a high level of integrity for their architectural style. Because the project would result in potential adverse effects to historic resources, the Historic Evaluation Report recommends the following measures that need to be implemented to reduce potential impacts to less than a significant level that have been included in the project mitigation measures and conditions of approval.

1. Prior to submittal of construction documents for building permit purposes (demolition), the developer/owner shall provide verification of a Secretary of the Interior's Standards Qualified Historic Architect familiar with adobe construction be retained to implement an on-site historic structures monitoring program and provide periodic reports documenting compliance and protection. These reports will be submitted to the City of Escondido.
2. Existing Buildings - The Veterans Village of San Diego New Resolve-Low Income Housing proposes to retain two buildings within the Area of Potential Effect (APE), the Weir Brothers Construction Company building and the 1961 Adobe Villa Apartment.
 - a.) Historic Structure Report. Prior to construction on the site, the existing historic buildings must be documented according to the National Park Service's (NPS) "Preservation Briefs 43, The Preparation and Use of Historic Structure Reports." The Historic Structure Report (HSR) is the optimal first phase of historic preservation efforts for a significant building or structure, preceding design and implementation of rehabilitation work. The HSR provides a critical first step in planning an appropriate treatment (preservation, restoration, rehabilitation, and reconstruction), determining the character-defining features, understanding how the building has changed over time, and assessing levels of deterioration within the framework of The Standards.
 - b.) On-Site Construction Observation. A qualified historic architect shall make periodic site visits to monitor construction activities to assure compliance with the approved construction documents with regards to historical resources. In the event that previously unidentified historic fabric is discovered, the City shall have the authority to direct or temporarily halt disturbance operations in the area of discovery to allow evaluation of potentially significant resources. The significance of the discovered resources shall be determined by the qualified historic architect in consultation with City staff. City staff must concur with the evaluation procedures to be performed before construction activities are allowed to resume.
3. Proposed Demolition - The Veterans Village of San Diego New Resolve-Low Income Housing project proposes to demolish two buildings, a carport, and site perimeter walls. The following shall be implemented as part of the demolition process.
 - a. Historic American Building Survey (HABS) Documentation Prior to demolition, the entire site shall be documented according to the National Park Service's (NPS) Standards and Guidelines. The documented report must be prepared by a Secretary of the Interior's Qualified Historic Architect and Historian. This documentation, formerly referenced as HABS Level II, shall include 11"x17" measured drawings; historic documentation and description in outline format; and large format quality 4"x5" photographs of the exterior and interior of each of the buildings and site features. If available, copies of historic photographs of the resources shall be included in the documentation. One hardcopy and one electronic (pdf) copy of this documentation shall be submitted to each of the following: the City of Escondido, the Escondido Historical Society, and the Escondido Public Library Pioneer Room.
 - b. Salvage Materials. Prior to demolition, distinctive representative architectural features shall be identified, and if feasible, salvaged for reuse in relation to the proposed plan, or perhaps removed to another location on site as provided for in The Standards. If reuse onsite is not feasible, opportunities shall be made for the features to be donated to various interested historical or archival depositories.
 - c. Interpretive Signage or Display Panels. Installation of interpretive signs or display panels in a publicly visible location that describe the history of the site and proposed project is to be displayed

during construction. Historic images, if available or a permanent bronze plaque shall be displayed/installed in an appropriate public or open space area within the site.

E. PROJECT ANALYSIS

Conformance with South Escondido Boulevard Design Guidelines and the Requirements for a Proposed PD-R Zone.

The proposed project is located within the South Escondido Boulevard Neighborhood Plan (SEB), and is subject to the property development standards and design guidelines contained in the plan. The SEB Design Guidelines state that building height, bulk and design should be sensitive to existing residential developments through the use of stepping back of upper stories, enhanced architectural features, and landscaping; and limit structures to three stories in height. Additional landscaping and setbacks adjacent to the residential zones should be utilized to achieve appropriate transition between zones. The project would retain the existing single-story ranch style adobe offices and six-unit circular apartment structure, and construct two new three-story apartment buildings with flat roofs. A southwestern style of architecture was chosen to be compatible with the more California ranch style of the existing adobe structures. Although the new building incorporates different forms, several design elements from the existing structures have been incorporated into the new buildings such as heavy wooden beams and trellis features, rounded building corners on the commercial building fronting South Escondido Boulevard; and similar window elements. The Historic Preservation Commission supported the new architectural design and common features between the buildings. The Commissioners discussed the proposed colors for the new buildings and whether some additional color elements should be incorporated into the new apartment buildings rather than using an all-white palette. The applicant indicated the proposed all white exterior color was intended to provide a clean look to the buildings and not compete with the existing adobe structures. They also indicated the existing color for the adobe structures was not the original adobe color and felt that softening the color of the adobe structures might be more appropriate. Staff believes that some additional color elements should be incorporated into certain elements of the new buildings to further break up the massing of the three-story structures and define the varied walls planes, and also to provide some additional transition and common theme between the new units and existing adobe structures. Therefore, staff is seeking design input from the Planning Commission regarding recommendation on the final color scheme for the new buildings and adobe structures.

The proposed three-story buildings generally would be larger and taller than adjacent buildings, but the overall mass and scale of the buildings has been mitigated through the quality of the design, use of a variety of building materials; varied wall planes and roof lines; upper story balconies and decks with a variety of wooded trellis features. Staff believes the project would be compatible with the surrounding area because there are two other three-story mixed-use projects located north and southwest of the project site (Las Ventanas and Escondido Park Row), and an approved, but not yet constructed three-story mixed-use project immediately to the south. A six-foot high masonry wall with pilasters would be constructed around the perimeter of the project to provide appropriate buffer from adjacent commercial activities, and existing multi-family residential open space areas on the east. Portions of the existing adobe wall would be removed, but a small section would be retained. The applicant proposes an exterior stucco finish for the new section of the wall to match the new buildings, but staff believes that a tan slump stone wall with decorative cap and pilaster would be more appropriate for the site in order to complement the existing adobe structures. Staff also believes the slump stone finish also would result in less maintenance over the years. Therefore, staff is seeking input from the Planning Commission regarding the final materials/colors for the exterior wall.

The proposed three-story Building 2 would be setback approximately ten feet from the eastern property boundary with two-story apartment buildings located immediately to the east. The rear of the adjacent apartment units and associated open space/patios areas and second story balconies orient towards the project site. The proposed building would include a varied wall plane and roof line along this elevation, but the setback requirement limits elements that also might be incorporated into the design in order to maintain the appropriate separation and buffer from the adjacent residential development. The project has been conditioned to provide additional landscaping (tall upright growing trees) along the rear of Building 2 to provide appropriate visual buffers and soften the building exterior from the adjacent two-story multi-family project. However, staff would recommend that some additional elements (such as various color enhancement, heavy wooden accents over windows, juliet type balconies, stucco window accents, etc.) be incorporated into the rear elevation of Buildings 1 and also Building 2 (which will be visible from South Escondido Boulevard) to further address potential mass and scale issues along these elevations. Therefore, staff is seeking additional design input from the Planning Commission to the applicant for the final designs when the building plans are submitted for permits.

Open Space - There are no specific open space requirements for mixed-use or residential developments within the General Commercial zone or the South Escondido Boulevard Area Plan. The R-4 zone typically has been used as a benchmark for similar type projects and requires a minimum of 200 SF per bedroom plus an additional 200 SF for each sleeping unit above one. The open space requirements for mixed-use and exclusively residential projects within the Downtown Revitalization Area Specific Plan is 90 SF per unit. Existing projects along the corridor have provided a ratio between these two standards on a case-by-case basis through the Planned Development process, which allows for such flexibility. The R-4 standard would require a minimum of 20,600 SF and the project would provide 23,829 SF which exceeds the requirement. Proposed open space consists of a combination of active recreational areas, landscape planter areas, resident garden space, landscaped storm water quality features, common patio areas with decorative paving, benches and BBQ, and play structure. The project also includes along with private balconies for certain upper floor units in Building 1 and Building 2, along with common area upper floor covered patios.

Parking - The project is requesting to use the reduced parking ratios as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code). The Ordinance requires the City to grant certain incentives to assist in the development of affordable projects. Based on the parking ratios for affordable units, a minimum of 84 parking spaces would be required, which also includes parking for the small commercial component. A similar market rate mixed-use project would require 112 parking spaces based on the standard multi-family parking ratios. In accordance with the affordable parking incentives, the project would provide 84 parking spaces that includes a combination of two-car, tuck under tandem spaces located within the lower floor of Building 1, and open and guest spaces situated throughout the site. Two, two-car adobe carports also would be retained that currently serve the existing adobe apartment complex. These carport spaces and two additional open tandem spaces would take access from 15th Avenue. On-street parking along the project frontages (SEB and 15th Avenue) also currently is allowed, but does not count towards meeting the project's parking requirements. The applicant indicated that based on the existing low parking demand at their existing facilities throughout San Diego and the residents use of public transportation, the proposed 84 parking spaces would more than sufficient to accommodate the anticipated parking demand for the facility. Two NCTD bus stops are located at the corner South Escondido Boulevard/15th Avenue.

A typical market rate project also requires a certain percentage of parking to be covered (1 per unit), but the affordable parking incentives would allow for covered parking to be eliminated. The project would provide 14 covered spaces within Building 1, and four others within the two existing adobe carports. All other spaces would be uncovered. A parking management plan would need to be implemented to ensure adequate parking is maintained, and details the location and use of any assigned spaces, operation of tandem spaces, overflow parking, on-site vehicular maintenance, and commercial and guest parking. Staff believes the project would provide sufficient parking for the type of affordable residential development proposed in accordance with the City's parking requirements for affordable projects, and the project would not create any adverse parking impacts throughout the surrounding neighborhood.

Historic Preservation Commission Recommendation: The Historic Preservation Commission considered the applicant's request to remove several of the historic adobe structures on the site on August 5, 2014 and April 7, 2015. During the initial review of the proposed project at the August 5th meeting, the Commission felt that in addition to preserving the adobe office structures, the six older circular adobe apartment structures also should be preserved and integrated into the overall project design. The Commission also felt the architecture of the new buildings should be more compatible with the existing buildings as opposed to the modern architectural style initially proposed by the applicant. Based on the Commission's input, the applicant revised the project plans to retain the six circular apartment units as well as utilizing a style of architecture that would be more compatible with the existing adobe structures. The Commission unanimously recommended approval of the proposed demolition/preservation plan; overall design of the project and architecture of the new buildings; and mitigation measures at the April 7, 2015 meeting.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The approximately 1.8-acre, L-shaped project site is comprised of four parcels (APNs 236-460-04, -05, -09 and -59) and fronts onto and takes access from South Escondido Boulevard on the west and 15th Avenue on the north. The site is located within an urban area of the City within the South Escondido Boulevard Neighborhood Planning Area and is surrounded by a mix of residential and commercial zoning and land uses. The site is relatively flat and generally slopes and drains to the west. Existing development includes single-story apartment and commercial buildings (adobe construction), swimming pool, paved parking and ornamental landscaping. A community garden also is towards the southern portion of the site. Vegetation generally includes turf grass/lawn, palm and other ornamental trees, cacti and small shrubs. The site does not contain any native vegetation, sensitive vegetation or habitat areas, or significant drainage features.

B. SUPPLEMENTAL DETAILS OF REQUEST

1. **Property Size:** 1.8 acres (4 parcels)
2. **Proposed Lots:** 1 Lot (lots to be consolidated into one lot – Boundary Adjustment)
3. **Number of Units:** 54 total apartment units
 - New Units: 44 units – within two new, three-story buildings
 - Existing Units: 6 units – existing adobe apartment complex to be preserved
4. **Density:** 30 du/ac (54 units / 1.8 gross acres)
5. **Commercial Space:** 1,500 SF located on first floor of Building 1, fronting onto SEB
6. **Site Data:**
 - Total Bldg. SF 57,060 SF 0.73 Floor Area Ratio (FAR)
7. **Building Data:**
 - New Buildings: 2, three-story buildings
 - Bldg. 1: 18,675 SF (14 residential units and 1,500 SF commercial space)
 - Bldg. 2: 27,974 SF (34 residential units)
 - Total: 46,649 SF

Height: 3 stories with flat roofs and parapets ranging from approx. 35' for Bldg. 1 and 33'-6" Bldg. 2. Mechanical units would be situated on the roofs and screened by the parapets.

	<u>Plan</u>	<u># Units</u>	<u>Total SF</u>
New Unit Mix:	1 bed 1 bath	11	515 SF
	2 bed 1 bath	32	780 SF
	3 bed 2 bath	5	1,080 SF

Existing Buildings
to Remain: Adobe Offices - 3,740 SF
Adobe Apartment Units – 6,671 SF (5 two bedroom and 1 three bedroom)
Total: 10,441 SF

Material/Colors: White stucco exterior walls, heavy wooden trellis features, metal guardrails and, painted tube steel columns, aluminum framed storefront windows for commercial building, flat roof with varying parapet heights.

9. Setbacks:

	<u>Proposed PD Zone</u>	<u>CG Zone</u>
Front: Northern P/L (15 th Avenue)	13' to existing adobe structure	0' typ. (15' when adjacent to R-3 zone)
Street-Side/West P/L (South Escondido Blvd.)	Approx. 14' from face of curb to new Building 1	0' typ. (14' from face of curb along SEB)
Rear/Southern P/L	Approx. 10' Bldg. 1 5' to commercial component 15'-to Bldg. 2	0' (Adjacent to PD-MU zone)
Side/Eastern P/L	Approx. 10' to Building 2 with upper balconies project up to 5 feet	0' (10' for first 2 stories and 5' for additional story when adjacent to R-3 zone)

Note: Planned Development zoning establishes its own zoning standards, including setbacks. The Density Bonus/Residential Incentives Ordinance also allows deviations from setbacks for affordable projects. The min. design setback along South Escondido Boulevard for new buildings is 14 feet from face of curb.

10. Parking: 84 total on-site spaces provided

Tuck Under:	14 covered tandem spaces Bldg. 1 (approx. 44'-4" deep x 9' wide)
Carport	4 existing carport (2 existing adobe carport spaces to remain)
Open:	66 open spaces
Required:	84 based on number of bedrooms and commercial space. Parking requirements based on City's Density Bonus and Residential Incentives Ordinance (Article 67) for affordable housing (General Plan Housing Element, page IV-80).

Residential Incentive Ratio

1 bed – 11 x 1.0 per unit = 11
 2 bed - 37 x 1.2 per unit = 44.4
3 bed – 6 x 1.5 per unit = 9
 64.4 spaces

Guest spaces at 1 per each 4 units $54/4 = 13.5$

Commercial 1,500 SF at 1:250 SF = 6

Total Required: **84 spaces**

Standard Parking Ratio

1 bed – 11 x 1.5 per unit = 16.5
 2 bed – 37 x 1.75 per unit = 64.75
3 bed – 6 x 2.0 per unit = 12.0
 93.25 spaces

Total Required: **112 spaces**

Street Parking: Street parking is limited along the project frontages and various sections of South Escondido Boulevard.

11. Open Space:

Provided

23,829 SF Total

 22,508 SF Common areas
 3,343 SF Private Patios/Balconies
 978 SF, Two Common Balconies

Required

R-4 multi-family req. used for comparison
 200 SF per each unit plus 200 SF each bed
 over 1
 54 units x 200 SF = 10,800 SF
49 beds over 1 x 200 SF = 9,800 SF
 Total 20,600 SF

- 12. Landscaping:** New ornamental landscaping to be provided around the project perimeter and throughout the project, where available. Enhanced pedestrian concrete paving to be provided within selected areas throughout project. Use of recycled adobe block materials also to be used, where applicable.
- 13. Walls/Fencing:** New decorative solid masonry wall with pilasters proposed around along northern and southern perimeter of the site. Existing masonry wall along eastern boundary to remain. Vehicle entrance security gates are not proposed.
- 14. Signage:** No signage proposed at this time. A separate sign permit would be required for any project identification in conformance with the City's Sign Ordinance.
- 15. Trash:** One, 12' x 24' trash enclosure would be provided to accommodate trash and recycle bins). The enclosure would be constructed of decorative masonry block with a solid roof per water quality/storm water requirements. The final design is conditioned to complement the materials and architecture of the buildings. The number of trash pick ups per week and types of bins would be coordinated with Escondido Disposal.

EXHIBIT "A"

FINDINGS OF FACT/FACTORS TO BE CONSIDERED PHG14-0020

Master and Precise Development Plan

1. The General Plan land-use designation for subject site is General Commercial (GC), which allows for a variety of commercial, retail and service type uses along the South Escondido Boulevard Corridor. The site also is located within the South Escondido Boulevard Neighborhood Plan that was established for the South Escondido Corridor, and the proposed development is subject to the provisions of the overlay zone. The South Escondido Boulevard Neighborhood Plan allows for residential development in conjunction with a commercial component (mixed-use) subject to the approval of a Planned Development with a minimum density of 30 dwelling units per acre. The proposed development would be consistent with the Escondido General Plan density provisions for the Target Area because the overall density of the project would be approximately 30 du/ac (54 residential units/1.8 acres). The proposed project would not diminish the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets or public facilities, create excessive noise, and adequate on-site parking, circulation and public services could be provided to the site.
2. The approval of the proposed Master and Precise Development Plan would be based on sound principles of land use is well-integrated with the surrounding properties because adequate parking, circulation, utilities and access would be provided for the development of the mixed-use residential project (as detailed in the staff report and Final Mitigated Negative Declaration). The project also would not be out of character for the area which contains other existing and approved multi-story residential mixed-use developments to the north, southwest and south. Appropriate separation and orientation between the proposed commercial and residential elements has been provided to avoid conflicts between the uses, and adjacent uses. The design of the project would be in conformance with the South Escondido Design Guidelines because the project would provide affordable residential units with varying number of rooms and sizes to accommodate a wide range of needs. The project includes a variety of amenities, open space areas and landscape features for the residents. A mix of architectural elements has been incorporated into the buildings to be compatible with the existing historic adobe structures that would be retained. Commercial storefront elements orient towards Escondido Boulevard to maintain the commercial character of the area.
3. The proposed Master and Precise Development Plan would not cause deterioration of bordering land uses because the site is zoned for commercial development, and also would allow for high-density residential mixed-use development. The project site currently is developed with office and multi-family residential development, and is adjacent to a mix of commercial and multi-story residential uses/development. The Engineering Department indicated the project is not anticipated to have any significant individual or cumulative impacts to the circulation system or degrade the levels of service on any of the adjacent roadways or intersections. No mitigation would be required. Proposed grading is minimal to support the project and drainage design. The project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the site does not contain any significant topographical features.
4. The overall design of the proposed planned development would produce an attractive residential and commercial project because it incorporates existing historic adobe structures into the overall design and facility operation, while utilizing a compatible architectural design for the new buildings. The project is located in close proximity to other amenities such as public transit and shopping. Appropriate on-site amenities and facilities would be available to support the residents/clients. The proposed development is well-integrated with the surrounding properties because the design would be compatible with surrounding commercial and multi-story residential structures as described in the sections above and in the staff report. Commercial storefront elements orient towards Escondido Boulevard to maintain the commercial character along the corridor and provides a pedestrian orientation along the street/sidewalk. Appropriate separation and orientation between the proposed commercial and residential elements has been provided to avoid conflicts between the uses. Adequate on-site parking is provided for each of the uses. Pedestrian circulation is provided throughout the project including various amenities such as patios, enhanced walkways and landscape features.

5. The uses proposed have a beneficial effect not obtainable under existing zoning regulations because a mixed-use residential development within the South Escondido Boulevard Neighborhood Plan must be processed through the Planned Development process in accordance with the South Escondido Boulevard Neighborhood Plan. The project would provide affordable housing opportunities, along with a range of services integrated into a comprehensive and self contained development, which creates an environment of sustained desirability and stability through the controls offered and regulated through the Planned Development process.
6. In accordance with Article 40, Section 33-803 (Historical Resources) of the Escondido Zoning Code, the proposed demolition of the historic adobe structures is appropriate for the following reasons:
 - a. That the City of Escondido's inventory of significant historical resources will not be diminished by the demolition because the most noteworthy structures/resources associated with Weir Bros Construction would be preserved on-site and incorporated into the project design.
 - b. The Historical Society and/or other appropriate historic agencies will have access to the building(s) to retrieve any historic materials. The project also will be required, as a condition of project approval and require CEQA mitigation measures, to provide appropriate photo documentation of the resources conducted according to Historic American Building Survey (HABS) specifications.
 - c. The Planning Commission and City Council will consider the proposed project at noticed public hearings prior to issuance of a demolition permit. Appropriate CEQA review and public notice has been conducted.
 - d. Due to the project description to provide additional affordable housing opportunities in conformance with the goals of Veterans Village and in conformance with the density provisions of the Escondido General Plan, it is cost prohibitive and therefore not feasible to relocate the type of adobe structures located on the site proposed for demolition.
7. All of the requirements of the California Environmental Quality Act (CEQA) have been met. A Draft Negative Declaration was prepared and issued for the proposed project for 20-day public review on April 22, 2015. The findings of this review are that the Initial Study identified impacts related to cultural resources and hazardous materials that may be potentially significant. However mitigation measures and project design features would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant.

Zone Change

1. The public health, safety and welfare will not be adversely affected by the proposed Zone Change from CG (General Commercial) to PD/MU (Planned Development Mixed Use) because the proposed density of the project is 30 du/ac, which is consistent with 2012 General Plan that allows for mixed-use development within a target area of the South Escondido Boulevard Area Plan. The proposed project would provide an appropriate transition from commercial development on the north and west with medium and lower density development on the east. Adequate public services and access can be provided to the site. The project would not result in any significant impacts to the environment, as demonstrated in adopted Final Mitigated Negative Declaration (MND) because potential significant impacts would be reduced below a level of significance.
2. The property involved is suitable for the uses permitted by the proposed Planned Development-Mixed Use zone and would not be detrimental to surrounding properties because the site currently is zoned for commercial development and is currently is used for residential uses by Veterans Village of San Diego. Multi-story mixed-use residential development is allowed on the subject site subject to the Planned Development Zone and provisions of the Escondido Zoning Code. The project has been designed to be compatible with the mix of surrounding commercial, single- and multi-family residential development through the use of appropriate building design and orientation, setbacks, walls/fencing and perimeter landscaping.
3. The uses permitted by the proposed Planned Development-Mixed Use zone would not be detrimental to surrounding properties because a mix of commercial and residential uses surround the project site and the proposed the PD/MU zone would be consistent with the General Plan Target Area Goals. The scale of the project would be in substantial conformance with the general pattern of commercial and residential development within the area. The proposed change of zone would not result in a significant impact to the environment, nor impact existing services or degrade levels of-service to adjacent streets.

4. The proposed zone change would not conflict with any specific plans for the area because the project uses, density and design would be in conformance with the overall goals of the South Escondido Boulevard neighborhood Plan and General Plan Target Area to encourage revitalization and redevelopment of the commercial corridor. The General Plan Target Area requires a minimum density of 30 dwelling units per acre in conformance with Smart Growth Principles by creating new neighborhoods that are attractive, convenient, safe, and healthy, and also increase densities along transit nodes, and offer a range of housing opportunities within existing neighborhoods that are in closer proximity of a range of jobs, services and transit. The proposed development would be consistent with the Escondido General Plan density provisions for the Target Area with a proposed density of 30 du/ac (54 units/1.8 acres). The Planned Residential-Mixed Use zoning designation is necessary to implement the project in conformance with the General Plan and South Escondido Boulevard requirements.

EXHIBIT "B"

CONDITIONS OF APPROVAL SUB13-0009

General

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Director of Building, and the Fire Chief.
2. Appropriate fire access and ADA compliant paths of travel shall be provided from the public way, parking areas and to all accessible areas of the lower floor and outdoor spaces, as may be required by the Fire Department and Building Division.
3. If blasting occurs, verification of a San Diego County Explosive Permit and a policy or certificate of public liability insurance shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. Access for use of heavy fire fighting equipment as required by the Fire Chief shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshal.
5. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
6. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program
7. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development.
8. All habitable buildings shall be noise-insulated to maintain interior noise levels not to exceed 45 dBA or less. An Acoustical Analysis (Interior Noise Assessment) shall be submitted with the building plans for the project. Any measures recommended in the study shall be incorporated into the building plans with appropriate notes/specifications.
9. All exterior lighting shall conform to the requirements of Article 1072, Outdoor Lighting (Ordinance No. 86-75) and be consistent with the lighting design for the shopping center. A copy of the lighting plan shall be included as part of the building plans, to the satisfaction of the Planning Division.
10. As proposed, the buildings, architecture, color and materials, and the conceptual landscaping of the proposed development shall be in accordance with the staff report, exhibits and the project's Details of Request, to the satisfaction of the Planning Division. Any major modifications to the exterior architectural building elements or lessening of the quality of the exterior design shall require approval by the Director of Community Development, and/or the Planning Commission as may be recommended by the Director.

11. No signage is approved as part of this Master and Precise Development Plan. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Ord. 92-47). The Commercial/Office component may utilize CG sign criteria and the Residential Component the multifamily residential component to compute the amount and size of allowed signage for each project component. A separate sign permits will be required for project signage. The main project entry sign should be located in front of the existing adobe offices to tie the two project components together. An interpretive type display also should be located along the South Escondido Boulevard frontage in order to be visible to the public and engage the larger community rather than locating it within the center of the project.
12. In accordance with the Master and Precise Development Plan, solid masonry screen walls (min. six feet in height) shall be constructed along the northern, eastern, southern, and portions of the western perimeter of the site. Decorative pilasters shall be incorporated into the design at appropriate intervals. A decorative cap shall be used (rolled mortar cap not allowed). The materials and color of the walls shall compliment the architectural design of the existing and proposed buildings, to the satisfaction of the Planning Division. The design and materials shall be indicated on the appropriate plans (building/grading) and final landscape plans.
13. All trash enclosures must be designed and installed per City standards and in coordination with Engineering Department storm water control requirements. The enclosure shall be constructed of decorative materials to be compatible with the design of the buildings/walls. An appropriate decorative roof structure shall be incorporated into the design for storm water control. Landscaping shall be provided around the enclosure to provide appropriate screening.
14. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building, to the satisfaction of the Director of Planning and Building. The final building plans shall clearly indicate that any proposed rooftop equipment is properly screened. Additional architectural screens may be required. A cross section and roof plan shall be included (which details the location and height of all rooftop equipment) to demonstrate that the height of the parapet or additional screening is sufficient to screen the mechanical equipment. Ground mounted equipment should be located to avoid conflict with pedestrian circulation and access, as well as to screen the equipment from view as much as possible. Units also shall be located and appropriate measures incorporated to avoid potential noise conflict with residential uses.
15. A minimum of 84 on-site spaces shall be provided and maintained in conjunction with this development, as indicated in the Details of Request and Master and Precise Development Plan. The spaces shall be striped in accordance with the Zoning Code, and shall clearly identify compact vs. standard spaces, along with any restricted spaces (such as guest or commercial). Driveways and fire lanes do not allow for parking, and curb markings and fire lane signs are required, to the satisfaction of the Fire Marshall. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Chapter 2-71, Part 2 of Title 24 of the State Building Code, including signage.
16. All project generated noise shall conform with the City's Noise Ordinance (Ordinance 90-08).
17. Any decorative pavement, driveways and sidewalks shall be indicated on the grading, architectural/building and landscape plans, including appropriate notes regarding type and color of materials. Decorative paving, colored concrete or other decorative materials shall be incorporated into the sidewalk and hardscape features along Escondido Boulevard and the project entry drive, along with appropriate landscaping. If pavers are used, the grading plan shall include a structural cross section and be designed to accommodate a min. 75,000 lb. vehicle weight, to the satisfaction of the Engineering Division.

18. Balconies and patios shall be kept in a neat and orderly manner, especially along South Escondido Boulevard. Items stored on balconies should be kept out of view or properly screened. Items shall not be hung over, across or on balconies or patios (such a towels, clothing, etc.).
19. All new utilities shall be underground.
20. Appropriate backup/kicker areas shall be provided at the terminus of drive isles. These areas shall be identified on the grading and site plans.
21. In accordance with the Master and Precise Development Plan, the project shall maintain the affordability components of the units. Should the affordability components of the project cease and the project is rented or sold as market rate units, then the appropriate number of parking spaces shall be required for standard multi-family units as required by Article 38 of the Escondido Zoning Code (Off-Street Parking) in addition to parking for all commercial, retail and office components.
22. A parking management plan shall be submitted to the Planning Division for review and approval prior to issuance of building permits for the project. The plan shall include provisions for assigned and open spaces, guest and commercial spaces, vehicle maintenance and overflow parking to address any parking conflicts throughout the neighborhood.
23. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,260 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
24. The project shall be in compliance with all of the following mitigation measures:

Historic Resources Mitigation:

CUL-1: Existing Buildings - The Veterans Village of San Diego New Resolve-Low Income Housing proposes to retain two buildings within the area of potential effect (APE), the Weir Brothers Construction Company building and the 1961 Adobe Villa Apartment.

- a. Historic Structure Report. Prior to construction on the site, the existing historic buildings must be documented according to the National Park Service's (NPS) "Preservation Briefs 43, The Preparation and Use of Historic Structure Reports." The Historic Structure Report (HSR) is the optimal first phase of historic preservation efforts for a significant building or structure, preceding design and implementation of rehabilitation work. The HSR provides a critical first step in planning an appropriate treatment (preservation, restoration, rehabilitation, and

reconstruction), determining the character-defining features, understanding how the building has changed over time, and assessing levels of deterioration within the framework of The Standards.

- b. On-Site Construction Observation. A qualified historic architect shall make periodic site visits to monitor construction activities to assure compliance with the approved construction documents with regards to historical resources. In the event that previously unidentified historic fabric is discovered, the City shall have the authority to direct or temporarily halt disturbance operations in the area of discovery to allow evaluation of potentially significant resources. The significance of the discovered resources shall be determined by the qualified historic architect in consultation with City staff. City staff must concur with the evaluation procedures to be performed before construction activities are allowed to resume.

Proposed Demolition - The Veterans Village of San Diego New Resolve-Low Income Housing project proposes to demolish two buildings, a carport, and site perimeter walls. The following shall be implemented as part of the demolition process.

- a. Historic American Building Survey (HABS) Documentation Prior to demolition, the entire site shall be documented according to the NPS Standards and Guidelines. The documented report must be prepared by a Secretary of the Interior's Qualified Historic Architect and Historian. This documentation, formerly referenced as HABS Level II, shall include 11"x17" measured drawings; historic documentation and description in outline format; and large format quality 4"x5" photographs of the exterior and interior of each of the buildings and site features. If available, copies of historic photographs of the resources shall be included in the documentation. One hardcopy and one electronic (pdf) copy of this documentation shall be submitted to each of the following: the City of Escondido, the Escondido Historical Society, and the Escondido Public Library Pioneer Room.
- b. Salvage Materials. Prior to demolition, distinctive representative architectural features shall be identified, and if feasible, salvaged for reuse in relation to the proposed plan, or perhaps removed to another location on site as provided for in The Standards. If reuse onsite is not feasible, opportunities shall be made for the features to be donated to various interested historical or archival depositories.
- c. Interpretive Signage or Display Panels. Installation of interpretive signs or display panels in a publicly visible location that describe the history of the site and proposed project is to be displayed during construction. Historic images, if available or a permanent bronze plaque shall be displayed/installed in an appropriate public or open space area within the site.

CUL-2: Prior to commencement of project construction, a qualified paleontologist shall be retained to attend the project pre-construction meeting and discuss proposed grading plans with the project contractor(s). If the qualified paleontologist determines that proposed grading/excavation activities would likely affect previously undisturbed areas of Pleistocene-age alluvial deposits, then monitoring shall be conducted as outlined below.

- A qualified paleontologist or a paleontological monitor shall be on site during original cutting of Pleistocene-age alluvial deposits. A paleontological monitor is defined as an individual who has at least one year of experience in the field identification and collection of fossil materials, and who is working under the direction of a qualified paleontologist. Monitoring of the noted geologic unit shall be conducted at least half-time at the beginning of excavation, and may be either increased or decreased thereafter depending on initial results (per direction of a qualified paleontologist).

- In the event that well-preserved fossils are discovered, a qualified paleontologist shall have the authority to temporarily halt or redirect construction activities in the discovery area to allow recovery in a timely manner (typically on the order of 1 hour to 2 days). All collected fossil remains shall be cleaned, sorted, catalogued and deposited in an appropriate scientific institution (such as the San Diego Museum of Natural History) at the applicant's expense.
- A report (with a map showing fossil site locations) summarizing the results, analyses and conclusions of the above described monitoring/recovery program shall be submitted to the City within three months of terminating monitoring activities.

Hazardous Materials Mitigation:

HAZ-1: Prior to issuance of a building permit or other applicable permit that includes demolition or renovation of one or more on-site structures, a survey shall be performed to determine the presence or absence of asbestos-containing materials in all buildings to be demolished or renovated under the applicable permit. Suspect materials that will be disturbed by the demolition or renovation activities shall be sampled and analyzed for asbestos content, or assumed to be asbestos containing. The survey shall be conducted by a person certified by Cal/OSHA pursuant to regulations implementing subdivision (b) of Section 9021.5 of the Labor Code, and shall have taken and passed an EPA approved Building Inspector Course. Should regulated asbestos containing materials be found, they shall be handled in compliance with the San Diego County Air Pollution Control District Rule 361.145 – Standard for Demolition and Renovation. Evidence of completion of the facility survey shall consist of a signed, stamped statement from the person certified to complete the facility survey indicating that the survey has been completed and that either regulated asbestos is present or absent. If present, the letter shall describe the procedures that will be taken to remediate the hazard.

HAZ-2: Prior to issuance of a building permit or other applicable permit that includes demolition or renovation of on-site structures, a survey shall be performed by a California Department of Health Services certified lead inspector/risk assessor to determine the presence or absence of lead-based paint located in all building to be demolished or renovated under the applicable permit. All lead containing materials scheduled for demolition or renovation must comply with applicable regulations for demolition/renovation methods and dust suppression. Lead-containing materials shall be managed in accordance with applicable regulations including, at a minimum, the hazardous waste disposal requirements (Title 22 CCR Division 4.5), the worker health and safety requirements (Title 8 CCR Section 1532.1), and the State Lead Accreditation, Certification, and Work Practice Requirements (Title 17 CCR Division 1, Chapter 8).

Landscaping

1. Five copies of a detailed landscape and irrigation plan(s) shall be submitted to the Engineering Division along with the appropriate plan check fee prior to issuance of Grading or Building permits, and shall be equivalent or superior to the concept plan attached as exhibit(s) to the satisfaction of the Planning Department. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in Ordinance 93-12. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
2. The landscaping plan shall include specimen sized evergreen trees, to the satisfaction of the Planning Division. The plan shall include appropriate trees within the landscape planter areas along the southern and eastern boundaries of the project. These landscape areas also shall allow for appropriate Fire Department access. Root barriers shall be provided in accordance with the Landscape Ordinance.

3. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
4. Prior to occupancy of future units, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. The streetscape along Escondido Boulevard shall include appropriate decorative paving (i.e., colored concrete, decorative pavers, etc) and landscape planters, along with the required number of street trees, to the satisfaction of the Planning Division.
6. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

Fire Department

1. Approved numbers and/or address shall be placed on all new and existing buildings, and at appropriate locations as to be plainly visible and legible from the street or roadway fronting the property from each direction of approach, as approved by the Fire Marshall.
2. Speed bumps, speed humps, and control dips that may interfere with emergency apparatus shall not be installed on fire access roadways.
3. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadway or similar features shall be required to provide map updates shall be provided to the Fire Department in a format (PDF and/or CAD as approved by the FAHJ) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps.
4. Approved automatic Fire sprinkler systems and fire/life safety systems (such as alarms) are required in all new structures. For the purpose of fire-sprinkler systems, buildings separated by less than ten feet from adjacent buildings shall be considered as one building.
5. Fire hydrants capable of delivering 2,500 GPM at 20-PSI residual pressure are required every 300 feet. All hydrants must be within 50 feet of FDC. Additional on-site hydrants may be required, as determined by the Fire Department.
6. Appropriate fire access shall be provided along the rear of Buildings, 1 and 2. Any patio walls must have appropriate emergency access.

ENGINEERING CONDITIONS OF APPROVAL
Veterans Village – 1556 S. Escondido Blvd.
PHG14-0020

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of plans and the issuance of Building Permits.
2. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the Director of Engineering Services.
3. An engineered improvement plan prepared by a Registered Civil Engineer is required for all public improvements. The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.
4. The project engineer will be required to locate and pothole all existing utilities along project frontages to verify connection locations and depths and to design new facilities to standard required utility clearances at crossings.

STREET IMPROVEMENTS AND TRAFFIC

1. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

STREET

CLASSIFICATION

Fifteenth Ave.

Local Collector
(42' min. curb to curb)

See appropriate typical sections in the current Escondido Design Standards for additional details.

2. The developer shall be required to landscape and irrigate the parkway areas along project frontage on Escondido Blvd. and 15th Ave. to the satisfaction of the Planning Director.
3. All driveways shall be alley-type in accordance with Escondido Standard Drawing G-5-E, with a minimum throat width of minimum 24 feet.
4. The developer shall install a public street lights per Escondido Standard Drawing E-1-E at each project entrance/exit driveway as required by the City Engineer.
5. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.
6. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Restrictions on landscaping may be required at the discretion of the City Engineer.

7. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. Developer's contractor shall do any removal of existing striping and all new signing and striping.
8. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.

GRADING

1. Site grading and erosion control plans prepared by a Registered Civil Engineer are required for all onsite improvements and shall be submitted to the Engineering Department. Grading Plans are subject to approval by the Planning, Utility, Fire and Engineering Departments prior to issuance of a Grading Permit.
2. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. Any proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Dept. plan review and permit process.
4. Erosion control, including riprap, interim sloping planting, gravelbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
5. A General Construction Activity Storm Water Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The offsite extension of storm drain including clean-outs in Escondido Blvd. required to convey the storm water stored subsurface onsite shall be public. The storm drain lateral(s) out to the public storm drain clean-out shall be private.
3. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.

4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
5. The on-site trash enclosure area shall drain toward a landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the Director of Engineering Services.
6. All onsite storm drains, storm water storage facilities and bio-retention basins constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner.
7. The owner of the property shall be required to sign and notarize a Storm Water Control Facility Maintenance Agreement that references the approved WQTR for City acceptance and recordation. A signed copy of the agreement shall be provided to the City prior to approval of the grading plan.

WATER SUPPLY

1. Fire hydrants together with a minimum eight (8") inch public water main system shall be installed at locations approved by the Fire Marshal, designed and constructed to the satisfaction of the Utilities Director.
2. The onsite required public water main system shall be looped through the project site from 15th Ave. to Escondido Blvd.
3. Where the onsite required looped waterline passes adjacent to the existing buildings at the Northwest corner of the project, it shall be sleeved within a 16" PVC sleeve to the satisfaction of the Utilities Engineer.
4. The project owner is solely responsible for replacing any stamped concrete, pavers, or pervious pavements in kind if the City has to trench the project driveways for repair or replacement of any waterline.

SEWER

1. The proposed 6" sewer main serving multiple building shall be shall be considered private. The responsibility for maintenance of this private sewer system all the way to the public main in Escondido Blvd. shall be that of the property owner. A 5' diameter sewer manhole per Escondido Standard Drawing S-1-E shall be constructed where this private sewer main connects to the existing sewer main in Escondido Blvd.
2. Separate sewer laterals shall be installed from this private sewer main to each building.
3. No trees or deep rooted plants shall be planted within 15' of sewer mains or laterals.

EASEMENTS AND DEDICATIONS

1. A 20' wide Public Waterline Easement shall be granted to the City of Escondido for all public water mains within the project site. The easement shall include all fire hydrants, water meters and other appurtenances. No private utilities or drainage pipes shall run parallel within this proposed public waterline easement.

2. All existing and proposed easements, both private and public, affecting subject property shall be shown and labeled on the grading and improvement plans.
3. The developer shall dedicate all necessary dedications of public rights-of-way on the following streets contiguous to the project to bring the roadway to the indicated classification and required alignment.

STREET	CLASSIFICATION
Escondido Blvd.	Collector (82' R/W)

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

CASH SECURITY AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.
2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.
2. A current preliminary title report shall be submitted with the grading plans.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the project boundary or along fronting streets shall be relocated underground in accordance with the City's Utilities Under-grounding Ordinance.
2. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and under-grounding. All new utilities shall be constructed underground.

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN, AND ZONE CHANGE FROM CG TO PD/MU 30.0 FOR APPROXIMATELY 1.8 ACRES OF LAND LOCATED ON THE EASTERN SIDE OF SOUTH ESCONDIDO BOULEVARD, SOUTH OF 15TH AVENUE, ADDRESSED AS 1556 SOUTH ESCONDIDO BOULEVARD

Planning Case Nos. PHG14-0020 and ENV15-0004

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

SECTION 1. That proper notices of a public hearing have been given and a public hearing has been held before the City Council on this issue.

SECTION 2. On May 26, 2015, the Planning Commission recommended approval of the proposed Preliminary, Master and Precise Development Plan for Veterans Village of San Diego for a mixed-use development consisting of a 54-unit affordable multi-family residential apartment project for military veterans and their families; on-site administration offices, business center, club house and other support spaces for the residents; and a small, approximately 1,500 SF commercial component to support training opportunities offered at the facility. The residential component includes the construction of 48 new apartment units and preservation of six existing adobe apartment units. The project also includes a Zone Change to Planned Development-Mixed Use (PD-MU 30.0). 84 parking spaces would be provided consisting of tuck under tandem garage spaces and uncovered open spaces. The project requested the use of reduced parking ratios and reduction in the number of

covered spaces as allowed for affordable projects in conformance with the City's Density Bonus and Residential Incentives Ordinance (Article 67, Escondido Zoning Code).

The project site is developed with historic adobe commercial and multi-family residential structures. Project implementation would include demolition of the four-unit adobe apartment building and arched uncovered porch entry feature; carport; workshop/storage building; and portions of the adobe walls including the 8-foot-high wall along S. Escondido Boulevard. The pool and other landscape features also would be removed.

SECTION 3. That the City Council has reviewed and considered the Mitigated Negative Declaration (City File No. ENV15-0004) 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 because mitigation measures and project design features would reduce potential impacts to less-than-significant levels.

SECTION 4. That upon consideration of the Findings/Factors to be Considered, attached as Exhibit "A" to this Ordinance and incorporated by this reference, the staff report, Planning Commission recommendation, and all public testimony presented at the hearing held on this project, this City Council finds this Preliminary, Master and Precise Development Plan, and Zone Change is consistent with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 5. That the Zone District Map of the City of Escondido is hereby amended by reclassifying the real property depicted and legally described on Exhibit "C"

from CG to PD/MU 3.0, and the exhibits are incorporated by this reference.

SECTION 7. That the City Council desires at this time and deems it to be in the best public interest to approve the requested Preliminary, Master and Precise Development Plan to develop a 54 unit affordable mixed-use planned development on approximately 1.8 acres of land located on the eastern side of South Escondido Boulevard, south of 15th Avenue, addressed as 1556 S. Escondido Boulevard (APNs 236-460-04, -05, -09 and -59) more particularly described in the attached Exhibit "C," and subject to the Conditions of Approval and Mitigation Monitoring Report attached as Exhibit "B," both of which are attached to this Ordinance and are incorporated by this reference.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be prepared 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 County and circulated in the City of Escondido.

EXHIBIT "A"

FINDINGS OF FACT/FACTORS TO BE CONSIDERED PHG14-0020

Preliminary, Master and Precise Development Plan

1. The General Plan land-use designation for subject site is General Commercial (GC), which allows for a variety of commercial, retail and service type uses along the South Escondido Boulevard Corridor. The site also is located within the South Escondido Boulevard Neighborhood Plan that was established for the South Escondido Corridor, and the proposed development is subject to the provisions of the overlay zone. The South Escondido Boulevard Neighborhood Plan allows for residential development in conjunction with a commercial component (mixed-use) subject to the approval of a Planned Development with a minimum density of 30 dwelling units per acre. The proposed development would be consistent with the Escondido General Plan density provisions for the Target Area because the overall density of the project would be approximately 30 du/ac (54 residential units/1.8 acres). The proposed project would not diminish the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets or public facilities, create excessive noise, and adequate on-site parking, circulation and public services could be provided to the site.
2. The approval of the proposed Master and Precise Development Plan would be based on sound principles of land use is well-integrated with the surrounding properties because adequate parking, circulation, utilities and access would be provided for the development of the mixed-use residential project (as detailed in the staff report and Final Mitigated Negative Declaration). The project also would not be out of character for the area which contains other existing and approved multi-story residential mixed-use developments to the north, southwest and south. Appropriate separation and orientation between the proposed commercial and residential elements has been provided to avoid conflicts between the uses, and adjacent uses. The design of the project would be in conformance with the South Escondido Design Guidelines because the project would provide affordable residential units with varying number of rooms and sizes to accommodate a wide range of needs. The project includes a variety of amenities, open space areas and landscape features for the residents. A mix of architectural elements has been incorporated into the buildings to be compatible with the existing historic adobe structures that would be retained. Commercial storefront elements orient towards Escondido Boulevard to maintain the commercial character of the area.
3. The proposed Master and Precise Development Plan would not cause deterioration of bordering land uses because the site is zoned for commercial development, and also would allow for high-density residential mixed-use development. The project site currently is developed with office and multi-family residential development, and is adjacent to a mix of commercial and multi-story residential uses/development. The Engineering Department indicated the project is not anticipated to have any significant individual or cumulative impacts to the circulation system or degrade the levels of service on any of the adjacent roadways or intersections. No mitigation would be required. Proposed grading is minimal to support the project and drainage design. The project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the site does not contain any significant topographical features.
4. The overall design of the proposed planned development would produce an attractive residential and commercial project because it incorporates existing historic adobe structures into the overall design and facility operation, while utilizing a compatible architectural design for the new buildings. The project is located in close proximity to other amenities such as public transit and shopping. Appropriate on-site amenities and facilities would be available to support the residents/clients. The proposed development is well-integrated with the surrounding properties because the design would be compatible with surrounding commercial and multi-story residential structures as described in the sections above and in the staff report. Commercial store front elements orient towards Escondido Boulevard to maintain the commercial character along the corridor and provides a pedestrian orientation along the street/sidewalk. Appropriate separation and orientation between the proposed commercial and residential elements has been provided to avoid conflicts between the uses. Adequate on-site parking is provided for each of the uses. Pedestrian circulation is provided throughout the project including various amenities such as patios, enhanced walkways and landscape features.

5. The uses proposed have a beneficial effect not obtainable under existing zoning regulations because a mixed-use residential development within the South Escondido Boulevard Neighborhood Plan must be processed through the Planned Development process in accordance with the South Escondido Boulevard Neighborhood Plan. The project would provide affordable housing opportunities, along with a range of services integrated into a comprehensive and self-contained development, which creates an environment of sustained desirability and stability through the controls offered and regulated through the Planned Development process.
6. In accordance with Article 40, Section 33-803 (Historical Resources) of the Escondido Zoning Code, the proposed demolition of the historic adobe structures is appropriate for the following reasons:
 - a. That the City of Escondido's inventory of significant historical resources will not be diminished by the demolition because the most noteworthy structures/resources associated with Weir Bros Construction would be preserved on-site and incorporated into the project design.
 - b. The Historical Society and/or other appropriate historic agencies will have access to the building(s) to retrieve any historic materials. The project also will be required, as a condition of project approval and require CEQA mitigation measures, to provide appropriate photo documentation of the resources conducted according to Historic American Building Survey (HABS) specifications.
 - c. The Planning Commission and City Council will consider the proposed project at noticed public hearings prior to issuance of a demolition permit. Appropriate CEQA review and public notice has been conducted.
 - d. Due to the project description to provide additional affordable housing opportunities in conformance with the goals of Veterans Village and in conformance with the density provisions of the Escondido General Plan, it is cost prohibitive and therefore not feasible to relocate the type of adobe structures located on the site proposed for demolition.
7. All of the requirements of the California Environmental Quality Act (CEQA) have been met. A Draft Negative Declaration was prepared and issued for the proposed project for 20-day public review on April 22, 2015. The findings of this review are that the Initial Study identified impacts related to cultural resources and hazardous materials that may be potentially significant. However mitigation measures and project design features would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant.

Zone Change

1. The public health, safety and welfare will not be adversely affected by the proposed Zone Change from CG (General Commercial) to PD/MU (Planned Development Mixed Use) because the proposed density of the project is 30 du/ac, which is consistent with 2012 General Plan that allows for mixed-use development within a target area of the South Escondido Boulevard Area Plan. The proposed project would provide an appropriate transition from commercial development on the north and west with medium and lower density development on the east. Adequate public services and access can be provided to the site. The project would not result in any significant impacts to the environment, as demonstrated in adopted Final Mitigated Negative Declaration (MND) because potential significant impacts would be reduced below a level of significance.
2. The property involved is suitable for the uses permitted by the proposed Planned Development-Mixed Use zone and would not be detrimental to surrounding properties because the site currently is zoned for commercial development and is currently is used for residential uses by Veterans Village of San Diego. Multi-story mixed-use residential development is allowed on the subject site subject to the Planned Development Zone and provisions of the Escondido Zoning Code. The project has been designed to be compatible with the mix of surrounding commercial, single- and multi-family residential development through the use of appropriate building design and orientation, setbacks, walls/fencing and perimeter landscaping.
3. The uses permitted by the proposed Planned Development-Mixed Use zone would not be detrimental to surrounding properties because a mix of commercial and residential uses surround the project site and the proposed the PD/MU zone would be consistent with the General Plan Target Area Goals. The scale of the project would be in substantial conformance with the general pattern of commercial and residential development within the area. The proposed change of zone would not result in a significant impact to the environment, nor impact existing services or degrade levels of-service to adjacent streets.

4. The proposed zone change would not conflict with any specific plans for the area because the project uses, density and design would be in conformance with the overall goals of the South Escondido Boulevard neighborhood Plan and General Plan Target Area to encourage revitalization and redevelopment of the commercial corridor. The General Plan Target Area requires a minimum density of 30 dwelling units per acre in conformance with Smart Growth Principles by creating new neighborhoods that are attractive, convenient, safe, and healthy, and also increase densities along transit nodes, and offer a range of housing opportunities within existing neighborhoods that are in closer proximity of a range of jobs, services and transit. The proposed development would be consistent with the Escondido General Plan density provisions for the Target Area with a proposed density of 30 du/ac (54 units/1.8 acres). The Planned Residential-Mixed Use zoning designation is necessary to implement the project in conformance with the General Plan and South Escondido Boulevard requirements.

EXHIBIT "B"

CONDITIONS OF APPROVAL PHG14-0020 Veterans Village – New Resolve

General

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Director of Building, and the Fire Chief.
2. Appropriate fire access and ADA compliant paths of travel shall be provided from the public way, parking areas and to all accessible areas of the lower floor and outdoor spaces, as may be required by the Fire Department and Building Division.
3. If blasting occurs, verification of a San Diego County Explosive Permit and a policy or certificate of public liability insurance shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. Access for use of heavy fire fighting equipment as required by the Fire Chief shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshal.
5. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
6. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program
7. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development.
8. All habitable buildings shall be noise-insulated to maintain interior noise levels not to exceed 45 dBA or less. An Acoustical Analysis (Interior Noise Assessment) shall be submitted with the building plans for the project. Any measures recommended in the study shall be incorporated into the building plans with appropriate notes/specifications.
9. All exterior lighting shall conform to the requirements of Article 1072, Outdoor Lighting (Ordinance No. 86-75) and be consistent with the lighting design for the shopping center. A copy of the lighting plan shall be included as part of the building plans, to the satisfaction of the Planning Division.
10. As proposed, the buildings, architecture, color and materials, and the conceptual landscaping of the proposed development shall be in accordance with the staff report, exhibits and the project's Details of Request, to the satisfaction of the Planning Division. Any major modifications to the exterior architectural building elements or lessening of the quality of the exterior design shall require approval by the Director of Community Development, and/or the Planning Commission as may be recommended by the Director.

11. No signage is approved as part of this Master and Precise Development Plan. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Ord. 92-47). The Commercial/Office component may utilize CG sign criteria and the Residential Component the multifamily residential component to compute the amount and size of allowed signage for each project component. A separate sign permits will be required for project signage. The main project entry sign should be located in front of the existing adobe offices to tie the two project components together. An interpretive type display also should be located along the South Escondido Boulevard frontage in order to be visible to the public and engage the larger community rather than locating it within the center of the project.
12. In accordance with the Master and Precise Development Plan (min. six feet in height) shall be constructed along the northern, eastern, southern, and portions of the western perimeter of the site. Decorative pilasters shall be incorporated into the design at appropriate intervals. A decorative cap shall be used (rolled mortar cap not allowed). The materials and color of the walls shall compliment the architectural design of the existing and proposed buildings, to the satisfaction of the Planning Division. The design and materials shall be indicated on the appropriate plans (building/grading) and final landscape plans.
13. All trash enclosures must be designed and installed per City standards and in coordination with Engineering Department storm water control requirements. The enclosure shall be constructed of decorative materials to be compatible with the design of the buildings/walls. An appropriate decorative roof structure shall be incorporated into the design for storm water control. Landscaping shall be provided around the enclosure to provide appropriate screening.
14. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building, to the satisfaction of the Director of Planning and Building. The final building plans shall clearly indicate that any proposed rooftop equipment is properly screened. Additional architectural screens may be required. A cross section and roof plan shall be included (which details the location and height of all rooftop equipment) to demonstrate that the height of the parapet or additional screening is sufficient to screen the mechanical equipment. Ground mounted equipment should be located to avoid conflict with pedestrian circulation and access, as well as to screen the equipment from view as much as possible. Units also shall be located and appropriate measures incorporated to avoid potential noise conflict with residential uses.
15. A minimum of 84 on-site spaces shall be provided and maintained in conjunction with this development, as indicated in the Details of Request and Master and Precise Development Plan. The spaces shall be striped in accordance with the Zoning Code, and shall clearly identify compact vs. standard spaces, along with any restricted spaces (such as guest or commercial). Driveways and fire lanes do not allow for parking, and curb markings and fire lane signs are required, to the satisfaction of the Fire Marshall. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Chapter 2-71, Part 2 of Title 24 of the State Building Code, including signage.
16. All project generated noise shall conform with the City's Noise Ordinance (Ordinance 90-08).
17. Any decorative pavement, driveways and sidewalks shall be indicated on the grading, architectural/building and landscape plans, including appropriate notes regarding type and color of materials. Decorative paving, colored concrete or other decorative materials shall be incorporated into the sidewalk and hardscape features along Escondido Boulevard and the project entry drive, along with appropriate landscaping. If pavers are used, the grading plan shall include a structural cross section and be designed to accommodate a min. 75,000 lb. vehicle weight, to the satisfaction of the Engineering Division.

18. Balconies and patios shall be kept in a neat and orderly manner, especially along South Escondido Boulevard. Items stored on balconies should be kept out of view or properly screened. Items shall not be hung over, across or on balconies or patios (such a towels, clothing, etc.).
19. All new utilities shall be underground.
20. Appropriate backup/kicker areas shall be provided at the terminus of drive isles. These areas shall be identified on the grading and site plans.
21. In accordance with the Master and Precise Development Plan, the project shall maintain the affordability components of the units. Should the affordability components of the project cease and the project is rented or sold as market rate units, then the appropriate number of parking spaces shall be required for standard multi-family units as required by Article 38 of the Escondido Zoning Code (Off-Street Parking) in addition to parking for all commercial, retail and office components.
22. A parking management plan shall be submitted to the Planning Division for review and approval prior to issuance of building permits for the project. The plan shall include provisions for assigned and open spaces, guest and commercial spaces, vehicle maintenance and overflow parking to address any parking conflicts throughout the neighborhood.
23. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,260 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
24. The project shall be in compliance with all of the following mitigation measures:

Historic Resources Mitigation:

CUL-1: Existing Buildings - The Veterans Village of San Diego New Resolve-Low Income Housing proposes to retain two buildings within the area of potential effect (APE), the Weir Brothers Construction Company building and the 1961 Adobe Villa Apartment.

- a. Historic Structure Report. Prior to construction on the site, the existing historic buildings must be documented according to the National Park Service's (NPS) "Preservation Briefs 43, The Preparation and Use of Historic Structure Reports." The Historic Structure Report (HSR) is the optimal first phase of historic preservation efforts for a significant building or structure, preceding design and implementation of rehabilitation work. The HSR provides a critical first step in planning an appropriate treatment (preservation, restoration, rehabilitation, and reconstruction),

determining the character-defining features, understanding how the building has changed over time, and assessing levels of deterioration within the framework of The Standards.

- b. **On-Site Construction Observation.** A qualified historic architect shall make periodic site visits to monitor construction activities to assure compliance with the approved construction documents with regards to historical resources. In the event that previously unidentified historic fabric is discovered, the City shall have the authority to direct or temporarily halt disturbance operations in the area of discovery to allow evaluation of potentially significant resources. The significance of the discovered resources shall be determined by the qualified historic architect in consultation with City staff. City staff must concur with the evaluation procedures to be performed before construction activities are allowed to resume.

Proposed Demolition - The Veterans Village of San Diego New Resolve-Low Income Housing project proposes to demolish two buildings, a carport, and site perimeter walls. The following shall be implemented as part of the demolition process.

- a. **Historic American Building Survey (HABS) Documentation** Prior to demolition, the entire site shall be documented according to the NPS Standards and Guidelines. The documented report must be prepared by a Secretary of the Interior's Qualified Historic Architect and Historian. This documentation, formerly referenced as HABS Level II, shall include 11"x17" measured drawings; historic documentation and description in outline format; and large format quality 4"x5" photographs of the exterior and interior of each of the buildings and site features. If available, copies of historic photographs of the resources shall be included in the documentation. One hardcopy and one electronic (pdf) copy of this documentation shall be submitted to each of the following: the City of Escondido, the Escondido Historical Society, and the Escondido Public Library Pioneer Room.
- b. **Salvage Materials.** Prior to demolition, distinctive representative architectural features shall be identified, and if feasible, salvaged for reuse in relation to the proposed plan, or perhaps removed to another location on site as provided for in The Standards. If reuse onsite is not feasible, opportunities shall be made for the features to be donated to various interested historical or archival depositories.
- c. **Interpretive Signage or Display Panels.** Installation of interpretive signs or display panels in a publicly visible location that describe the history of the site and proposed project is to be displayed during construction. Historic images, if available or a permanent bronze plaque shall be displayed/installed in an appropriate public or open space area within the site.

CUL-2: Prior to commencement of project construction, a qualified paleontologist shall be retained to attend the project pre-construction meeting and discuss proposed grading plans with the project contractor(s). If the qualified paleontologist determines that proposed grading/excavation activities would likely affect previously undisturbed areas of Pleistocene-age alluvial deposits, then monitoring shall be conducted as outlined below.

- A qualified paleontologist or a paleontological monitor shall be on site during original cutting of Pleistocene-age alluvial deposits. A paleontological monitor is defined as an individual who has at least one year of experience in the field identification and collection of fossil materials, and who is working under the direction of a qualified paleontologist. Monitoring of the noted geologic unit shall be conducted at least half-time at the beginning of excavation, and may be either increased or decreased thereafter depending on initial results (per direction of a qualified paleontologist).

- In the event that well-preserved fossils are discovered, a qualified paleontologist shall have the authority to temporarily halt or redirect construction activities in the discovery area to allow recovery in a timely manner (typically on the order of 1 hour to 2 days). All collected fossil remains shall be cleaned, sorted, catalogued and deposited in an appropriate scientific institution (such as the San Diego Museum of Natural History) at the applicant's expense.
- A report (with a map showing fossil site locations) summarizing the results, analyses and conclusions of the above described monitoring/recovery program shall be submitted to the City within three months of terminating monitoring activities.

Hazardous Materials Mitigation:

HAZ-1: Prior to issuance of a building permit or other applicable permit that includes demolition or renovation of one or more on-site structures, a survey shall be performed to determine the presence or absence of asbestos-containing materials in all buildings to be demolished or renovated under the applicable permit. Suspect materials that will be disturbed by the demolition or renovation activities shall be sampled and analyzed for asbestos content, or assumed to be asbestos containing. The survey shall be conducted by a person certified by Cal/OSHA pursuant to regulations implementing subdivision (b) of Section 9021.5 of the Labor Code, and shall have taken and passed an EPA approved Building Inspector Course. Should regulated asbestos containing materials be found, they shall be handled in compliance with the San Diego County Air Pollution Control District Rule 361.145 – Standard for Demolition and Renovation. Evidence of completion of the facility survey shall consist of a signed, stamped statement from the person certified to complete the facility survey indicating that the survey has been completed and that either regulated asbestos is present or absent. If present, the letter shall describe the procedures that will be taken to remediate the hazard.

HAZ-2: Prior to issuance of a building permit or other applicable permit that includes demolition or renovation of on-site structures, a survey shall be performed by a California Department of Health Services certified lead inspector/risk assessor to determine the presence or absence of lead-based paint located in all building to be demolished or renovated under the applicable permit. All lead containing materials scheduled for demolition or renovation must comply with applicable regulations for demolition/renovation methods and dust suppression. Lead-containing materials shall be managed in accordance with applicable regulations including, at a minimum, the hazardous waste disposal requirements (Title 22 CCR Division 4.5), the worker health and safety requirements (Title 8 CCR Section 1532.1), and the State Lead Accreditation, Certification, and Work Practice Requirements (Title 17 CCR Division 1, Chapter 8).

Landscaping

1. Five copies of a detailed landscape and irrigation plan(s) shall be submitted to the Engineering Division along with the appropriate plan check fee prior to issuance of Grading or Building permits, and shall be equivalent or superior to the concept plan attached as exhibit(s) to the satisfaction of the Planning Department. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in Ordinance 93-12. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
2. The landscaping plan shall include specimen sized evergreen trees, to the satisfaction of the Planning Division. The plan shall include appropriate trees within the landscape planter areas along the southern and eastern boundaries of the project. These landscape areas also shall allow for appropriate Fire Department access. Root barriers shall be provided in accordance with the Landscape Ordinance.

3. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
4. Prior to occupancy of future units, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. The streetscape along Escondido Boulevard shall include appropriate decorative paving (i.e., colored concrete, decorative pavers, etc.) and landscape planters, along with the required number of street trees, to the satisfaction of the Planning Division.
6. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

Fire Department

1. Approved numbers and/or address shall be placed on all new and existing buildings, and at appropriate locations as to be plainly visible and legible from the street or roadway fronting the property from each direction of approach, as approved by the Fire Marshall.
2. Speed bumps, speed humps, and control dips that may interfere with emergency apparatus shall not be installed on fire access roadways.
3. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadway or similar features shall be required to provide map updates shall be provided to the Fire Department in a format (PDF and/or CAD as approved by the FAHJ) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps.
4. Approved automatic Fire sprinkler systems and fire/life safety systems (such as alarms) are required in all new structures. For the purpose of fire-sprinkler systems, buildings separated by less than ten feet from adjacent buildings shall be considered as one building.
5. Fire hydrants capable of delivering 2,500 GPM at 20-PSI residual pressure are required every 300 feet. All hydrants must be within 50 feet of FDC. Additional on-site hydrants may be required, as determined by the Fire Department.
6. Appropriate fire access shall be provided along the rear of Buildings, 1 and 2. Any patio walls must have appropriate emergency access.

ENGINEERING CONDITIONS OF APPROVAL
Veterans Village – 1556 S. Escondido Blvd.
PHG14-0020

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of plans and the issuance of Building Permits.
2. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the Director of Engineering Services.
3. An engineered improvement plan prepared by a Registered Civil Engineer is required for all public improvements. The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.
4. The project engineer will be required to locate and pothole all existing utilities along project frontages to verify connection locations and depths and to design new facilities to standard required utility clearances at crossings.

STREET IMPROVEMENTS AND TRAFFIC

1. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

STREET

Fifteenth Ave.

CLASSIFICATION

Local Collector
(42' min. curb to curb)

See appropriate typical sections in the current Escondido Design Standards for additional details.

2. The developer shall be required to landscape and irrigate the parkway areas along project frontage on Escondido Blvd. and 15th Ave. to the satisfaction of the Planning Director.
3. All driveways shall be alley-type in accordance with Escondido Standard Drawing G-5-E, with a minimum throat width of minimum 24 feet.
4. The developer shall install a public street lights per Escondido Standard Drawing E-1-E at each project entrance/exit driveway as required by the City Engineer.
5. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.
6. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Restrictions on landscaping may be required at the discretion of the City Engineer.

7. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. Developer's contractor shall do any removal of existing striping and all new signing and striping.
8. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.

GRADING

1. Site grading and erosion control plans prepared by a Registered Civil Engineer are required for all onsite improvements and shall be submitted to the Engineering Department. Grading Plans are subject to approval by the Planning, Utility, Fire and Engineering Departments prior to issuance of a Grading Permit.
2. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. Any proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Dept. plan review and permit process.
4. Erosion control, including riprap, interim sloping planting, gravelbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
5. A General Construction Activity Storm Water Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The offsite extension of storm drain including clean-outs in Escondido Blvd. required to convey the storm water stored subsurface onsite shall be public. The storm drain lateral(s) out to the public storm drain clean-out shall be private.
3. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.

4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
5. The on-site trash enclosure area shall drain toward a landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the Director of Engineering Services.
6. All onsite storm drains, storm water storage facilities and bio-retention basins constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner.
7. The owner of the property shall be required to sign and notarize a Storm Water Control Facility Maintenance Agreement that references the approved WQTR for City acceptance and recordation. A signed copy of the agreement shall be provided to the City prior to approval of the grading plan.

WATER SUPPLY

1. Fire hydrants together with a minimum eight (8") inch public water main system shall be installed at locations approved by the Fire Marshal, designed and constructed to the satisfaction of the Utilities Director.
2. The onsite required public water main system shall be looped through the project site from 15th Ave. to Escondido Blvd.
3. Where the onsite required looped waterline passes adjacent to the existing buildings at the Northwest corner of the project, it shall be sleeved within a 16" PVC sleeve to the satisfaction of the Utilities Engineer.
4. The project owner is solely responsible for replacing any stamped concrete, pavers, or pervious pavements in kind if the City has to trench the project driveways for repair or replacement of any waterline.

SEWER

1. The proposed 6" sewer main serving multiple building shall be shall be considered private. The responsibility for maintenance of this private sewer system all the way to the public main in Escondido Blvd. shall be that of the property owner. A 5' diameter sewer manhole per Escondido Standard Drawing S-1-E shall be constructed where this private sewer main connects to the existing sewer main in Escondido Blvd.
2. Separate sewer laterals shall be installed from this private sewer main to each building.
3. No trees or deep rooted plants shall be planted within 15' of sewer mains or laterals.

EASEMENTS AND DEDICATIONS

1. A 20' wide Public Waterline Easement shall be granted to the City of Escondido for all public water mains within the project site. The easement shall include all fire hydrants, water meters and other appurtenances. No private utilities or drainage pipes shall run parallel within this proposed public waterline easement.

2. All existing and proposed easements, both private and public, affecting subject property shall be shown and labeled on the grading and improvement plans.
3. The developer shall dedicate all necessary dedications of public rights-of-way on the following streets contiguous to the project to bring the roadway to the indicated classification and required alignment.

STREET	CLASSIFICATION
Escondido Blvd.	Collector (82' R/W)

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

CASH SECURITY AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.
2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.
2. A current preliminary title report shall be submitted with the grading plans.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the project boundary or along fronting streets shall be relocated underground in accordance with the City's Utilities Under-grounding Ordinance.
2. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and under-grounding. All new utilities shall be constructed underground.

MITIGATION MONITORING PROGRAM

PROJECT NAME: Veterans Village "New Resolve"
 PROJECT LOCATION: 1556 S. Escondido Blvd., Escondido, CA 92025
 PROJECT DESCRIPTION: The project involves a Master and Precise Development Plan for a 1.8-acre mixed-use development consisting of a 54-unit affordable multi-family residential apartment project for military veterans and their families.
 APPROVAL BODY/DATE: City Council
 CONTACT: Jay Paul, Associate Planner
 PHONE NUMBER: 760-839-4547

Impact	Mitigation Measure	Location in Document	Responsible Party	Certified Completion	Comments
<p>Demolition of the arched uncovered porch entry to the four-unit complex at the rear of the site, the 8-foot-high perimeter wall facing South Escondido Boulevard, and the adobe workshop/storage building.</p>	<p>CUL-1: <u>Existing Buildings</u> - The Veterans Village of San Diego New Resolve-Low Income Housing proposes to retain two buildings within the area of potential effect (APE), the Weir Brothers Construction Company building, and the 1961 Adobe Villa Apartment.</p> <p>a. Historic Structure Report. Prior to construction on the site, the existing historic buildings must be documented according to the National Park Service's (NPS) "Preservation Briefs 43, The Preparation and Use of Historic Structure Reports." The Historic Structure Report (HSR) is the optimal first phase of historic preservation efforts for a significant building or structure, preceding design and implementation of rehabilitation work. The HSR provides a critical first step in planning an appropriate treatment (preservation, restoration, rehabilitation, and reconstruction), determining the character-defining features, understanding how the building has changed over time, and assessing levels of deterioration within the framework of The Standards.</p> <p>b. On-Site Construction Observation. A qualified historic architect shall make periodic site visits to monitor construction activities to assure compliance with the approved construction documents with regards to historical resources. In the event that</p>	<p>Section V. Cultural Resources</p>	<p>Applicant</p>		

Impact	Mitigation Measure	Location in Document	Responsible Party	Certified Completion	Comments
	<p>previously unidentified historic fabric is discovered, the City shall have the authority to direct or temporarily halt disturbance operations in the area of discovery to allow evaluation of potentially significant resources. The significance of the discovered resources shall be determined by the qualified historic architect in consultation with City staff. City staff must concur with the evaluation procedures to be performed before construction activities are allowed to resume.</p> <p><u>Proposed Demolition - The Veterans Village of San Diego New Resolve-Low Income Housing</u> project proposes to demolish two buildings, a carport, and site perimeter walls. The following shall be implemented as part of the demolition process.</p> <p>a. Historic American Building Survey (HABS) Documentation Prior to demolition, the entire site shall be documented according to the NPS Standards and Guidelines. The documented report must be prepared by a Secretary of the Interior's Qualified Historic Architect and Historian. This documentation, formerly referenced as HABS Level II, shall include 11"x17" measured drawings; historic documentation and description in outline format; and large format quality 4"x5" photographs of the exterior and interior of each of the buildings and site features. If available, copies of historic photographs of the resources shall be included in the documentation. One hardcopy and one electronic (pdf) copy of this documentation shall be submitted to each of the following: the City of Escondido, the Escondido Historical Society, and the Escondido Public Library Pioneer Room.</p>				

Impact	Mitigation Measure	Location in Document	Responsible Party	Certified Completion	Comments
<p>A potential exists for the project to impact a significant unique paleontological resource should the grading extend to the depths at which the Quaternary-aged alluvium is encountered.</p>	<p>b. Salvage Materials. Prior to demolition, distinctive representative architectural features shall be identified, and if feasible, salvaged for reuse in relation to the proposed plan, or perhaps removed to another location on-site as provided for in The Standards. If reuse on-site is not feasible, opportunities shall be made for the features to be donated to various interested historical or archival depositories.</p> <p>c. Interpretive Signage or Display Panels. Installation of interpretive signs or display panels in a publicly visible location that describe the history of the site and proposed project is to be displayed during construction. Historic images, if available, or a permanent bronze plaque shall be displayed/installed in an appropriate public or open space area within the site.</p> <p>CUL-2: Prior to commencement of project construction, a qualified paleontologist shall be retained to attend the project pre-construction meeting and discuss proposed grading plans with the project contractor(s). If the qualified paleontologist determines that proposed grading/excavation activities would likely affect previously undisturbed areas of Pleistocene-age alluvial deposits, then monitoring shall be conducted as outlined below.</p> <ul style="list-style-type: none"> • A qualified paleontologist or a paleontological monitor shall be on site during original cutting of Pleistocene-age alluvial deposits. A paleontological monitor is defined as an individual who has at least one year of experience in the field identification and collection of fossil materials, and who is working under the direction of a qualified paleontologist. Monitoring of the noted geologic unit shall be conducted at least half-time at the beginning of excavation, and may be either increased or decreased thereafter depending on initial results (per direction of a qualified paleontologist). 	<p>Section V. Cultural Resources</p>	<p>Applicant</p>		

Impact	Mitigation Measure	Location in Document	Responsible Party	Certified Completion	Comments
<p>Disturbance of asbestos-containing materials during demolition and renovation activities.</p>	<ul style="list-style-type: none"> In the event that well-preserved fossils are discovered, a qualified paleontologist shall have the authority to temporarily halt or redirect construction activities in the discovery area to allow recovery in a timely manner (typically on the order of 1 hour to 2 days). All collected fossil remains shall be cleaned, sorted, catalogued and deposited in an appropriate scientific institution (such as the San Diego Museum of Natural History) at the applicant's expense. A report (with a map showing fossil site locations) summarizing the results, analyses and conclusions of the above described monitoring/recovery program shall be submitted to the City within three months of terminating monitoring activities. 	<p>Section VIII. Hazards and Hazardous Materials</p>	<p>Applicant</p>		
	<p>HAZ-1: Prior to issuance of a building permit or other applicable permit that includes demolition or renovation of one or more on-site structures, a survey shall be performed to determine the presence or absence of asbestos-containing materials in all buildings to be demolished or renovated under the applicable permit. Suspect materials that will be disturbed by the demolition or renovation activities shall be sampled and analyzed for asbestos content, or assumed to be asbestos containing. The survey shall be conducted by a person certified by the California Occupational Safety and Health Administration (Cal OSHA) pursuant to regulations implementing subdivision (b) of Section 9021.5 of the Labor Code, and shall have taken and passed an EPA-approved Building Inspector Course. Should regulated asbestos containing materials be found, they shall be handled in compliance with the San Diego County Air Pollution Control District Rule 361.145 – Standard for Demolition and Renovation. Evidence of completion of the facility survey shall consist of a signed, stamped statement from the person certified to complete the facility survey indicating that the survey has</p>				

Impact	Mitigation Measure	Location in Document	Responsible Party	Certified Completion	Comments
	<p>been completed and that either regulated asbestos is present or absent. If present, the letter shall describe the procedures that will be taken to remediate the hazard.</p> <p>Should asbestos be present, prior to the issuance of the demolition permit or commencement of any asbestos stripping or removal work (such as site preparation that would break up, dislodge or similarly disturb asbestos containing material (ACM), the project applicant shall submit an Asbestos Demolition or Renovation Operational Plan (Notice of Intention) to the City Planning Department. The plan shall be prepared by an asbestos consultant licensed with the California State Licensing Board and certified by Cal OSHA to conduct an asbestos inspection in compliance with the Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP) requirements. The Asbestos NESHAP, as specified under Rule 40 CFR 61, Subpart M (enforced locally by the San Diego County Air Pollution Control District (SDCAPCD), under authority, per Regulation XI, Subpart M - Rule 361.145), requires the Asbestos Demolition or Renovation Operational Plan to include the facility information, project description, presence of asbestos, removal and demolition contractors, means of waste transportation off-site, contingency plan, and certified specialist who will be present on-site during removal of asbestos. Removal of all ACM or presumed ACM on the project site shall be monitored by the certified asbestos consultant and shall be performed in accordance with all applicable laws, including California Code of Regulations, Title 8, Section 1529, Asbestos; OSHA and Cal OSHA standards; and the SDCAPCD Rule 361.145, Standard for Demolition and Renovation. Notification of at least 10 days of any removal or demolition work and payment of the appropriate fee(s) is required by SDCAPCD.</p>				

Impact	Mitigation Measure	Location in Document	Responsible Party	Certified Completion	Comments
<p>Disturbance of lead-based paint containing materials during demolition and renovation activities.</p>	<p>HAZ-2: Prior to issuance of a building permit or other applicable permit that includes demolition or renovation of on-site structures, a survey shall be performed by a California Department of Health Services certified lead inspector/risk assessor to determine the presence or absence of lead-based paint located in all building to be demolished or renovated under the applicable permit. All lead-containing materials scheduled for demolition or renovation must comply with applicable regulations for demolition/renovation methods and dust suppression. Lead-containing materials shall be managed in accordance with applicable regulations including, at a minimum, the hazardous waste disposal requirements (Title 22 CCR Division 4.5), the worker health and safety requirements (Title 8 CCR Section 1532.1), and the State Lead Accreditation, Certification, and Work Practice Requirements (Title 17 CCR Division 1, Chapter 8). Prior to the issuance of a grading permit or demolition permit, the project applicant shall show proof to the City Planning Department that a Certified Lead Inspector/Assessor, as defined in Title 17, CCR Section 35005, and in accordance with all applicable laws pertaining to the handling and disposal of lead-based paint, has been retained to perform demolition and removal of all existing on-site structures constructed pre-1979 that contain lead-based materials. Lead-based materials exposure is regulated by California Occupational Safety and Health Administration (Cal OSHA). Title 8 CCR Section 1532.1 requires testing, monitoring, containment, and disposal of lead-based materials so that exposure levels do not exceed Cal OSHA standards.</p>	<p>Section VIII. Hazards and Hazardous Materials</p>	<p>Applicant</p>		

EXHIBIT "C"

LEGAL DESCRIPTION Veterans Village-New Resolve PHG14-0020

Order No.: 01180-100163
Escrow No.: 01180-100163

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

Parcel 1:

The Northeasterly 141.00 feet of the Northwesterly 130.00 feet of Lot 9, and the Northeasterly 125.00 feet of the Southeasterly 143.75 feet of the Northwesterly 273.75 feet of said Lot 9 in Block 256 of Rancho Rincon Del Diablo, in the City of Escondido, County of San Diego, State of California, according to Map thereof no. 349, filed in the Office of the County Recorder of San Diego County, July 10, 1886. (Resurvey Map Number 725, filed in the Office of the County Recorder of San Diego County, August 13, 1893.)

Excepting therefrom that portion thereof described as follows:

Beginning at a point on the Southwesterly line of Parcel 1 above, distant thereon 75.00 feet from the most Southerly corner thereof; thence Southerly along said line to said most Southerly corner; thence Northeasterly along the (d) Southeasterly line of said Parcel 1, 24.00 feet; thence Northwesterly, parallel with the Southwesterly line of said Parcel 1, 60.00 feet; thence Westerly in a straight line to the point of beginning.

Also excepting the Southeasterly 12.00 feet of the Northeasterly 81.00 feet of said Parcel 1.

APN: 236-460-59

Parcel 2:

The Southeasterly 12.00 feet of the Northwesterly 273.75 feet of the Northeasterly 81.00 feet of Lot 9 in Block 256 of Rancho Rincon Del Diablo, in the City of Escondido, County of San Diego, State of California, according to Map thereof no. 349, filed in the Office of the County Recorder of San Diego County, July 10, 1886, together with that portion of said Lot 9, described as follows:

(Resurvey Map Number 725, filed in the Office of the County Recorder of San Diego County, August 13, 1893.)

APN 236-460-05

Beginning at the most Southerly corner of the Northwesterly 198.75 feet of the Northeasterly 125.00 feet of said Lot 9; thence Southeasterly, parallel with the Northeasterly line of said Lot, 75.00 feet; thence Northeasterly, parallel with the Northwesterly line of said Lot, 24.00 feet; thence Northwesterly, parallel with said Northeasterly line, 60.00 feet; thence Westerly in a direct line to the point of beginning.

Parcel 3:

The Southeasterly 60.00 feet of the Northwesterly 273.75 feet (excepting the Northeasterly 125.00 feet) of Lot 9 in Block 256 of Rancho Rincon Del Diablo, City of Escondido, County of San Diego, State of California, according to Map thereof no. 349 filed in the Office of the County recorder of San Diego County, July 10, 1886.

(Resurvey Map Number 725, filed in the Office of the County Recorder of San Diego County, August 13,

1893.)

APN 236-460-04

Together with that portion of South Escondido Boulevard as abandoned by Resolution No. 854 of the City Council of the City of Escondido dated February 3, 1954 and recorded August 6, 1997, Instr. # 97-375125 of Official Records.

Parcel 4:

That portion of Lot 9 in Block 256 of Rancho Rincon Del Diablo, City of Escondido, County of San Diego, State of California, according to Map thereof No. 349, filed in the Office of the County Recorder of San Diego County, July 10, 1886, described as follows:

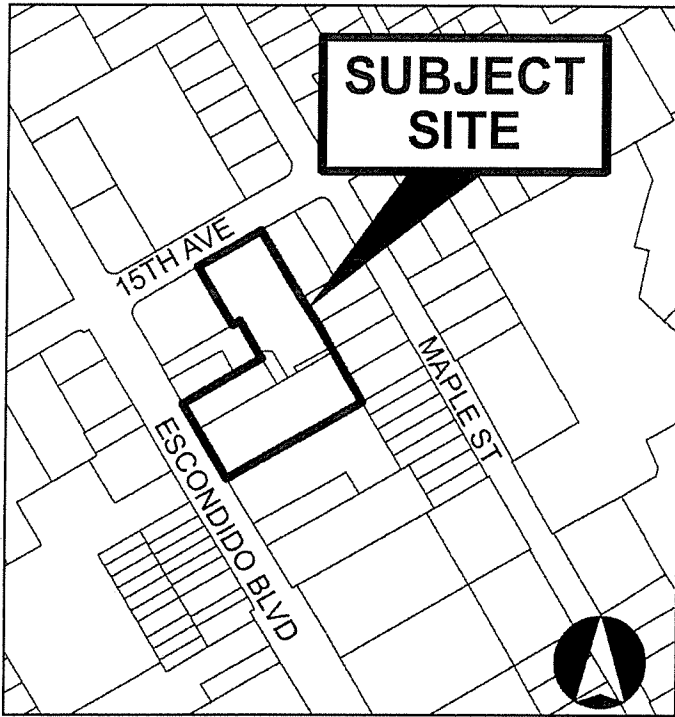
(Resurvey Map Number 725, filed in the Office of the County Recorder of San Diego County, August 13, 1893.)

Beginning at the Southeasterly corner of the Northwesterly 273.75 feet of said Lot; thence Southwesterly, parallel with the Northwesterly line of said Lot to the Southwesterly line of said Lot; thence Southeasterly along said Southwesterly line 106.75 feet to the Southwesterly corner of the land described under Parcel 1 in Deed to Weir Brothers, recorded April 14, 1961 as document no. 64735 of official records; thence Northeasterly along the Southeasterly line of said land to the Northeasterly line of said Lot; thence Northwesterly along said Northeasterly line 106.75 feet to the point of beginning.

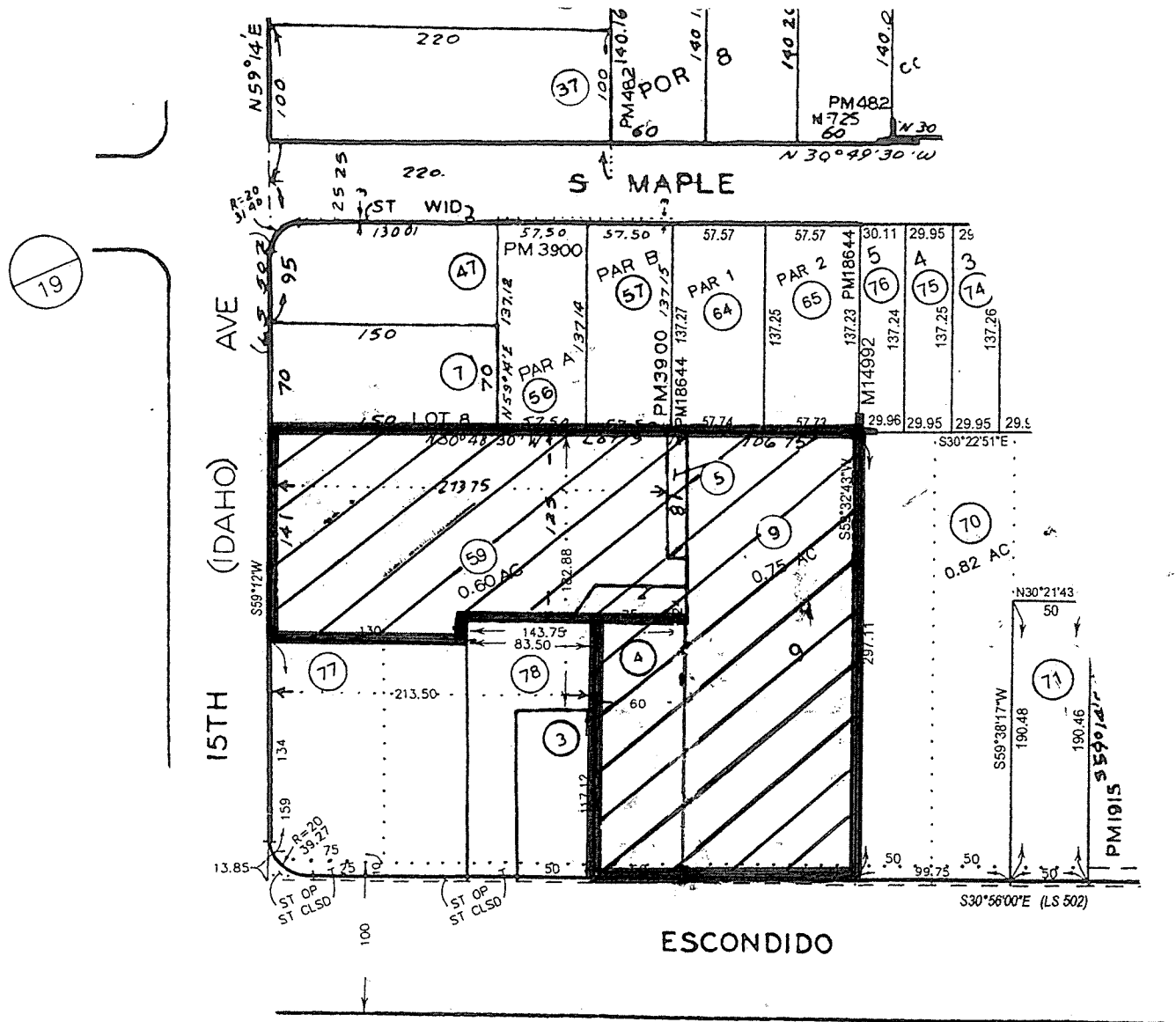
Together with that portion of South Escondido Boulevard as abandoned by Resolution No. 854 of the City Council of the City of Escondido dated February 3, 1954 and recorded August 6, 1997, instrument no. 1997-375125 of official records.

APN: 236-460-59-00, 236-460-05-00, 236-460-04-00, and 236-460-09-00

(End of Legal Description)



APNs 236-460-04, -04, -09 and -59



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11
Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Edward N. Domingue, Director of Public Works/City Engineer

SUBJECT: The Five-Year Capital Improvement Program, the Fiscal Year 2015/16 CIP Budget, and the Transnet Five Year Local Street Improvement Program

RECOMMENDATION:

It is requested that City Council:

- 1) Approve Resolution No. 2015-86 adopting Fiscal Years 2015/16 – 2019/20 Five-year Capital Improvement Program (CIP) and the Fiscal Year 2015/16 CIP Project Budgets; and
- 2) Adopt Resolution No. 2015-87 authorizing an amendment to the 2014 Regional Transportation Improvement Plan and the Transnet Five-Year Local Street Improvement Program of Projects for Fiscal Years 2016 – 2020.

FISCAL ANALYSIS:

The CIP is a five-year planning tool which is developed and updated annually. The program allows identification of dependable funding resources for fiscal year 2015/16 and the corresponding uses of those funds. To view the complete document please visit: <http://www.escondido.org/capital-improvement-program.aspx>

PREVIOUS ACTION:

A preliminary summary of capital project requests was prepared and submitted to council on May 6, 2015.

BACKGROUND:

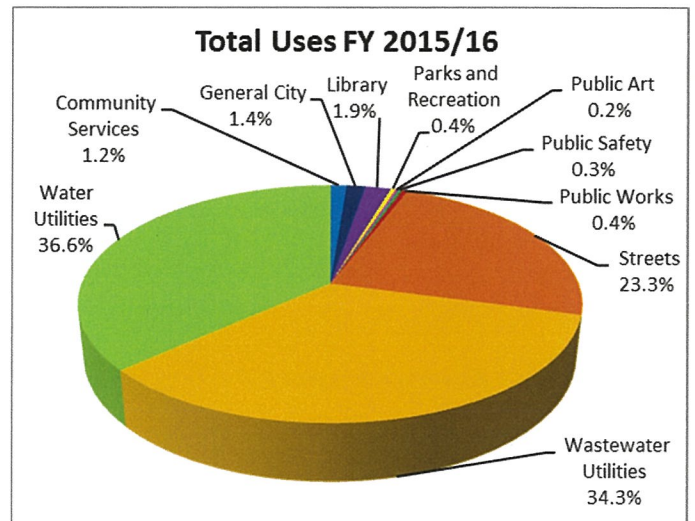
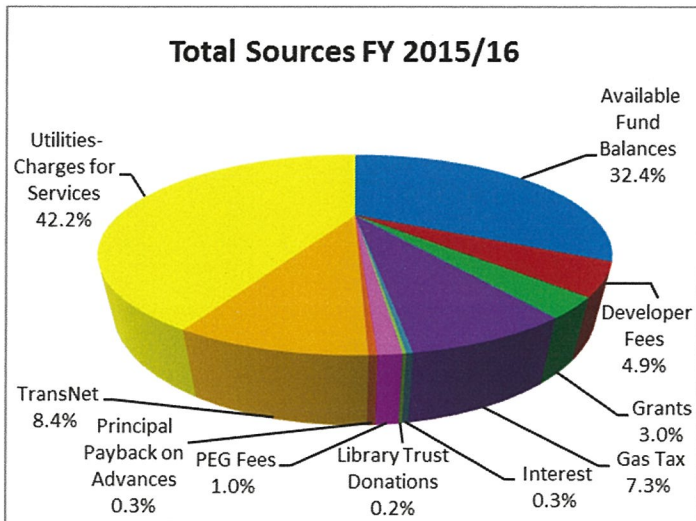
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FY 2015/16 CIP BUDGET

The Five-Year Capital Improvement Program (CIP or Program) summarizes anticipated resources and their estimated uses. In order to maintain the City's high quality-of-life standards and to affirm Escondido as the "City of Choice," the CIP Budget has programmed major infrastructure, construction, capital improvements, and other maintenance projects.

The proposed budget estimates sources of \$28.7 million which when combined with available fund balances of \$13.8 million will provide total resources of \$42.5 million available to fund capital improvements and other maintenance and capital outlay expenditures. The current year budget requests anticipate uses of \$39.2 million in appropriated expenditures and transfers.

Upon completion of a project, any remaining balance is returned to the appropriate fund's reserves and becomes available to fund future projects. This program includes approximately \$3.4 million in reserves available for future projects. The majority of the reserves are restricted funding only to be used for specific purposes.

The following charts highlight by category the funding Sources and Uses contained in the current Five-Year Capital Improvement Program for fiscal year 2015/16.



FIVE-YEAR STREET CIP PLANNING PROCESS

Each year the City updates the Five-Year Street Capital Improvement Program. In the past, the five-year plan was developed with the assistance and oversight of the Traffic and Transportation Task Force. Similar to last year, the Task Force was not formed primarily due to the past commitments to large and costly major street projects through federal funding secured through lobbying efforts or identified as City Council priorities. These major projects are:

- Citracado Parkway, West Valley Parkway to Andreasen
- East Valley Parkway & Valley Center Road

Over the next five years, the majority of Transnet, Storm Drain, and Traffic Impact Funding is recommended to be programmed toward the projects listed above. The ability to consider funding for alternate projects was also impacted by the transfer of gas tax funds to the general fund offsetting Maintenance Division costs and by large amounts of Transnet funds dedicated to our annual street maintenance program. In short, there was very little remaining in uncommitted street funds that the Task Force could use to consider new projects of any real significance.

ANNUAL OPERATING AND MAINTENANCE PROGRAMS

In addition, there are a number of annual operating and maintenance programs funded through the Five-Year Street CIP budget. These programs, which continue from year to year, are:

- Pavement Maintenance and Rehabilitation
- Traffic Infrastructure
- Transportation and Community Safety Commission

The Pavement Maintenance and Rehabilitation program has been funded at the minimum level of \$4.7 million per year per Council's direction on March 13, 2013. This is the estimated annual funding required to maintain the current average pavement condition rating.

PROGRAM OF PROJECTS

As of July 1, 2008, new TransNet funds that accrue to the City are being collected through the TransNet Extension Ordinance approved by San Diego area voters in November of 2004. The extended ordinance is considerably more complex than the original TransNet measure. Among the new procedures is a requirement to be clear with regard to programming of the new TransNet funds and to be transparent to the public so any interested party can comment on the use of these funds.

Four projects are being programmed with TransNet funds for Fiscal Years 2015/16 through 2019/20. These are:

- ESC-02A, East Valley Pkwy & Valley Center Road, in the amount of \$1,242,320;
- ESC-04, Citracado Pkwy from West Valley Pkwy to Andreasen, in the amount of \$450,665;
- ESC-37, Pavement Maintenance, in the amount of \$5,734,900;
- ESC-38, Pavement Rehabilitation, in the amount of \$12,811,460;

- ESC-39, Traffic Signals, in the amount of \$100,000.

TransNet funding for these projects constitutes the City of Escondido's Transnet Local Street Improvement Program of Projects for Fiscal Years 2015/16 through 2019/20. Resolution No. 2015-87 as presented for Council approval, implements recommended funding to these projects for the remaining 2014 RTIP, and has been input as an amendment into ProjectTrak, SANDAG's automated system for programming of regional highway and street funds by City staff. Amendments to the Program of Projects in the ProjectTrak system, if needed, are permitted by SANDAG quarterly.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



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

RESOLUTION NO. 2015-86

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE FIVE-YEAR CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL
YEARS 2015/16 – 2019/20 AND THE
PROJECT BUDGETS FOR FISCAL YEAR
2015/16

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

SECTION 1. That the budgets for all capital projects for the period July 1, 2015, through June 30, 2016, inclusive, contained in the Fiscal Years 2015/16-2019/20 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by Council, are adopted as the final project budgets for Fiscal Year 2015/16. Amendments to this budget may be made from time to time following review and approval by minute action of the City Council.

SECTION 2. That the Fiscal Year 2015/16 amount designated for each project and each fund in the Five-Year Capital Project Improvement Program and Budget, on file with the City Clerk, are hereby appropriated to the fund for which it is designated. Such appropriations as adjusted shall be neither increased nor decreased without approval of the City Council, except for transfers within funds allowed under the City of Escondido's adopted budget adjustment policy. All amounts designated in each project budget on file with the City Clerk are hereby appropriated for such uses to the fund under which they are listed, and shall be neither increased nor decreased without approval of the City Manager.

SECTION 3. That any Council action changing the above mentioned assumptions will cause the Five-Year Capital Improvement Program and FY 2015/16 Project Budgets to be revised and brought back to the City Council for modification.

RESOLUTION NO. 2015-87

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE ADOPTION OF AN
AMENDMENT TO THE TRANSNET LOCAL
STREET IMPROVEMENT PROGRAM OF
PROJECTS FOR FISCAL YEARS 2016
THROUGH 2020

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (“TransNet Extension Ordinance”); and

WHEREAS, the TransNet Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (“TransNet”) funds; and

WHEREAS, the City of Escondido was provided with an estimate of annual TransNet local street improvement revenues for fiscal years 2016 through 2020; and

WHEREAS, the City of Escondido has held a noticed public meeting with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

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 Amendment 2014-05 includes revising the Regional Transportation Improvement Program Budget to remove unspent funding from completed or inactive projects in accordance with Table 1, and reprogramming those funds as identified in the FY 2015/2016 Capital Improvement Program Budget. A copy of Table 1 is attached as Exhibit "A" to this resolution and is incorporated by this reference.

3. That pursuant to Section 2(C)(1) of the TransNet Extension Ordinance, the City of Escondido certifies that no more than 30 percent of its annual revenues shall be spent on maintenance-related projects.

4. That pursuant to Section 4(E)(3) of the TransNet Extension Ordinance, the City of Escondido certifies that all new projects, or major reconstruction projects, funded by TransNet revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Escondido's public hearing process.

5. That pursuant to Section 8 of the TransNet Extension Ordinance, the City of Escondido certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the five-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

6. That pursuant to Section 9A of the TransNet Extension Ordinance, the City of Escondido certifies that it will extract \$2,209, plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in that jurisdiction to comply with the provisions of the Regional Transportation Congestion

Improvement Program ("RTCIP").

7. That pursuant to Section 13 of the TransNet Extension Ordinance, the City of Escondido certifies that it has established a separate Transportation Improvement Account for TransNet revenues with interest earned expended only for those purposes for which the funds were allocated.

8. That pursuant to Section 18 of the TransNet Extension Ordinance, the City of Escondido certifies that each project of \$250,000 or more will be clearly designated during construction with TransNet project funding identification signs.

9. That the City of Escondido does hereby certify that all other applicable provisions of the TransNet Extension Ordinance and SANDAG Board Policy No. 31 have been met.

10. That the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Escondido's TransNet funded projects.

Table 1
 2014 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)

Escondido, City of

COMPLETED

MPO ID: ESC02		RTIP #:14-05									
Project Title:	Bear Valley/East Valley/Valley Center								RAS (TA 7-44)		
Project Description:	Bear Valley/East Valley from Citrus Avenue to Beven Drive - realignment and widening from 2 to 4 lanes								TransNet - LSI: CR		
Change Reason:	Complete project										
Capacity Status:	CI	Exempt Category:	Non-Exempt								
Est Total Cost:	\$12,132		Open to Traffic: Jul 2010								
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L (Cash)	\$111	\$111								\$111	
TransNet - LSI (Cash)	\$1,144	\$1,129	\$15						\$1,129	\$15	
TransNet - LSI Carry Over	\$1,877	\$1,600	\$277							\$1,877	
RSTP	\$7,969	\$7,969						\$1,771	\$6,198		
Local Funds	\$1,031	\$1,031						\$229	\$802		
TOTAL	\$12,132	\$11,840	\$292					\$2,000	\$8,129	\$2,003	
PROJECT LAST AMENDED 14-00											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L (Cash)	\$111	\$111								\$111	
TransNet - LSI (Cash)	\$1,144	\$1,129	\$15						\$1,129	\$15	
TransNet - LSI Carry Over	\$1,877	\$1,600	\$277							\$1,877	
RSTP	\$7,969	\$7,969						\$1,771	\$6,198		
Local Funds	\$1,031	\$1,031						\$229	\$802		
TOTAL	\$12,132	\$11,840	\$292					\$2,000	\$8,129	\$2,003	

** Pending final SANDAG approval

**2014 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC02A		RTIP #:14-05								
Project Title:	East Valley/Valley Center						EA NO: 260			
Project Description:	East Valley Pkwy/Valley Center Rd from Bevin Dr to northern City limits - Widen roadway from 4 to 6 lanes with raised medians, left turn pockets, and dedicated right turn lanes; modify signals at Lake Wohlford Rd/Valley Center Rd and Beven Dr/Valley Center Rd; widen bridge over Escondido Creek						EARMARK NO: CA332/260 RAS (TA 4-67) TransNet - LSI: CR			
Change Reason:	Reduce funding									
	Capacity Status:CI			Exempt Category:Non-Exempt						
Est Total Cost:	\$10,566		Open to Traffic: Dec 2017							
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - LSI	\$520			\$520						\$520
TransNet - LSI (Cash)	\$632	\$346		\$287						\$632
TransNet - LSI Carry Over	\$4,006		\$3,570	\$436					\$400	\$3,606
HPP	\$1,600	\$1,600							\$1,600	
Local Funds	\$3,445	\$1,973	\$373	\$194	\$905			\$500		\$2,945
Local RTCIP	\$363		\$363							\$363
TOTAL	\$10,566	\$3,919	\$4,306	\$1,437	\$905			\$500	\$2,000	\$8,066
PROJECT LAST AMENDED 14-00										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - LSI (Cash)	\$346	\$346								\$346
TransNet - LSI Carry Over	\$3,570		\$3,570						\$400	\$3,170
HPP	\$1,600	\$1,600							\$1,600	
Local Funds	\$5,099	\$1,973	\$373	\$1,797	\$956			\$500		\$4,599
Local RTCIP	\$363		\$363							\$363
TOTAL	\$10,978	\$3,919	\$4,306	\$1,797	\$956			\$500	\$2,000	\$8,478

** Pending final SANDAG approval

**2014 Regional Transportation Improvement Program
Amendment No. 5
San Diego Region (in \$000s)**

Resolution No. 2015-87
EXHIBIT "A"
Page 3 of 6

Escondido, City of

MPO ID: ESC04		RTIP #:14-05							
Project Title:	Citracado Parkway II							RAS (TA 4-67)	
Project Description:	Citracado Parkway from West Valley to Harmony Grove - widen from 2 to 4 lanes with raised medians, construct bridge over Escondido Creek							TransNet - LSI: CR	
Change Reason:	Reduce funding								
Capacity Status:CI		Exempt Category:Non-Exempt							
Est Total Cost: \$21,794		Open to Traffic: Dec 2019							

	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L	\$581	\$581							\$581	
TransNet - LSI	\$145					\$13	\$132			\$145
TransNet - LSI (Cash)	\$988	\$988								\$988
TransNet - LSI Carry Over	\$1,700		\$1,700							\$1,700
HUD	\$908	\$908						\$908		
Local Funds	\$17,472	\$16,025				\$734	\$713	\$839	\$1,000	\$15,633
TOTAL	\$21,794	\$18,502	\$1,700			\$747	\$845	\$1,747	\$1,581	\$18,466

PROJECT LAST AMENDED 14-00

	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L	\$581	\$581							\$581	
TransNet - LSI	\$376			\$12	\$91	\$90	\$183			\$376
TransNet - LSI (Cash)	\$988	\$988								\$988
TransNet - LSI Carry Over	\$1,700		\$1,700							\$1,700
HUD	\$908	\$908						\$908		
Local Funds	\$17,855	\$16,025				\$929	\$902	\$839	\$1,000	\$16,016
TOTAL	\$22,408	\$18,502	\$1,700	\$12	\$91	\$1,019	\$1,085	\$1,747	\$1,581	\$19,080

MPO ID: ESC08

RTIP #:14-05

Project Title:	Felicitia Ave/Juniper Street							TransNet - LSI: CR	
Project Description:	From Escondido Boulevard to Juniper Street and from Juniper Street to Chestnut Street - widen from 2 to 4 lanes with left turn pockets, raised medians on Felicitia; new traffic signals at Juniper and Chestnut, Juniper and 13th Ave., modifications to installed signal at Juniper and 15th, modify traffic signal at Juniper and Felicitia								
Change Reason:	Carry over from 12-30								
Capacity Status:CI		Exempt Category:Non-Exempt							
Est Total Cost: \$3,665		Open to Traffic: May 2020							

	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L (Cash)	\$115	\$115							\$115	
TransNet - LSI	\$50			\$50				\$50		
Local Funds	\$3,500	\$3,500							\$3,500	
TOTAL	\$3,665	\$3,615		\$50				\$50	\$3,615	

PROJECT LAST AMENDED 12-30

	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L (Cash)	\$330	\$330							\$330	
Local Funds	\$3,500	\$3,500							\$3,500	
TOTAL	\$3,830	\$3,830							\$3,830	

** Pending final SANDAG approval

**2014 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC24			RTIP #:14-05							
Project Title:	Centre City Parkway						RAS (TA 7-44)			
Project Description:	Centre City Parkway from W. Mission Ave. to SR 78 - Widen from 4 lanes to 6 lanes with intersection improvements at W. Mission Avenue						TransNet - LSI: CR			
Change Reason:	Revise funding between fiscal years									
Capacity Status:	CI	Exempt Category:	Non-Exempt							
Est Total Cost:	\$2,209		Open to Traffic: Jun 2016							
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L	\$974	\$974								\$974
TransNet - L (Cash)	\$374	\$374								\$374
TransNet - LSI Carry Over	\$589		\$589							\$589
Local Funds	\$272	\$272						\$272		
TOTAL	\$2,209	\$1,620	\$589					\$272		\$1,937
PROJECT LAST AMENDED 14-00										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L	\$974	\$974								\$974
TransNet - L (Cash)	\$663	\$663								\$663
TransNet - LSI Carry Over	\$300		\$300							\$300
Local Funds	\$272	\$272						\$272		
TOTAL	\$2,209	\$1,909	\$300					\$272		\$1,937

MPO ID: ESC37			RTIP #:14-05							
Project Title:	Pavement Maintenance						TransNet - LSI: Maint			
Project Description:	This project includes maintenance of various streets primarily in the maintenance zone of focus, and those classified as Collector and above throughout the City; the City's maintenance zones can be identified in the uploaded Maintenance Zone Map; FY15 - Maintenance Zone CS, FY16 - Maintenance Zone EN, FY17 - Maintenance Zone NE - this is an annual project that includes maintenance (crackseal, chipseal, slurry, sidewalk repairs) of various street elements city-wide									
Change Reason:	Reduce funding									
Capacity Status:	NCI	Exempt Category:	Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost:	\$14,409									
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - LSI	\$5,546		\$1,002	\$1,068	\$1,121	\$1,174	\$1,182			\$5,546
TransNet - LSI Carry Over	\$978		\$978							\$978
Local Funds	\$7,885	\$2,200	\$1,463	\$1,870	\$804	\$787	\$760			\$7,885
TOTAL	\$14,409	\$2,200	\$3,443	\$2,938	\$1,925	\$1,961	\$1,942			\$14,409
PROJECT LAST AMENDED 14-00										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - LSI	\$5,429		\$1,002	\$1,041	\$1,082	\$1,124	\$1,180			\$5,429
TransNet - LSI Carry Over	\$978		\$978							\$978
Local Funds	\$8,183	\$2,200	\$1,463	\$1,242	\$1,186	\$1,093	\$999			\$8,183
TOTAL	\$14,590	\$2,200	\$3,443	\$2,283	\$2,268	\$2,217	\$2,179			\$14,590

** Pending final SANDAG approval

**2014 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC38		RTIP #:14-05									
Project Title:	Pavement Rehabilitation/Reconstruction							TransNet - LSI: CR			
Project Description:	Includes rehabilitation of various streets primarily in the maintenance zone of focus, and those classified as Collector and above throughout the City; the City's maintenance zones can be identified in the uploaded Maintenance Zone Map, FY15 - Maintenance Zone EN, FY16 - Maintenance Zone NE, FY17 - Maintenance Zone NW - rehabilitate existing pavement greater than 1" in depth within the city's 8 maintenance zones										
Change Reason:	Increase funding										
Capacity Status:NCI		Exempt Category:Safety - Pavement resurfacing and/or rehabilitation									
Est Total Cost: \$13,791											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L (Cash)	\$1,350		\$1,350							\$1,350	
TransNet - LSI	\$12,269		\$2,235	\$1,923	\$2,614	\$2,739	\$2,758			\$12,269	
TransNet - LSI Carry Over	\$172		\$172							\$172	
TOTAL	\$13,791		\$3,757	\$1,923	\$2,614	\$2,739	\$2,758			\$13,791	
PROJECT LAST AMENDED 14-00											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - LSI	\$12,088		\$2,235	\$2,417	\$2,433	\$2,483	\$2,521			\$12,088	
TransNet - LSI Carry Over	\$1,522		\$1,522							\$1,522	
TOTAL	\$13,610		\$3,757	\$2,417	\$2,433	\$2,483	\$2,521			\$13,610	

MPO ID: ESC39		RTIP #:14-05									
Project Title:	Traffic Signals							TransNet - LSI: CR			
Project Description:	New signals and modification of existing signals Citywide; see the attached Priority Lists for project areas - construction of new signals and modification of existing signals Citywide; signals will be constructed in accordance with the adopted traffic signal priority list										
Change Reason:	Reduce funding										
Capacity Status:NCI		Exempt Category:Other - Intersection signalization projects									
Est Total Cost: \$200											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - LSI	\$50						\$50			\$50	
TransNet - LSI Carry Over	\$150		\$150					\$30		\$120	
TOTAL	\$200		\$150				\$50	\$30		\$170	
PROJECT LAST AMENDED 14-00											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - LSI	\$100					\$50	\$50			\$100	
TransNet - LSI Carry Over	\$150		\$150					\$30		\$120	
TOTAL	\$250		\$150			\$50	\$50	\$30		\$220	

** Pending final SANDAG approval

**2014 Regional Transportation Improvement Program
Amendment No. 5
San Diego Region (in \$000s)**

Resolution No. 2015-87
EXHIBIT "A"
Page 6 of 6

RTIP Fund Types

<u>Federal Funding</u>	
HPP	High Priority Program under SAFETEA-LU
IM	Interstate Maintenance Discretionary
IRR	Indian Reservation Roads program
RSTP	Regional Surface Transportation Program
CMAQ/RSTP Conversion	Reimbursement of advanced federal funds which have been advanced with local funds in earlier years
TSM	Transportation Systems Management
<u>Local Funding</u>	
Local Funds AC	Local Funds - Advanced Construction; mechanism to advance local funds to be reimbursed at a later fiscal year with federal/state funds
RTCIP	Regional Transportation Congestion Improvement Program
<i>TransNet-L</i>	Prop. A Local Transportation Sales Tax - Local Streets & Roads
<i>TransNet-L (Cash)</i>	TransNet - L funds which agencies have received payment, but have not spent
<i>TransNet-LSI</i>	Prop. A Extension Local Transportation Sales Tax - Local System Improvements
<i>TransNet-LSI Carry Over</i>	TransNet - LSI funds previously programmed but not requested/paid in year of allocation
<i>TransNet-LSI (Cash)</i>	TransNet - LSI funds which agencies have received payment, but have not spent

** Pending final SANDAG approval

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: June 17, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Appointments to Library Board of Trustees and Community Services Commission

RECOMMENDATION:

That the Council ratify the Mayor's appointment to (1) fill an unscheduled vacancy on the Library Board of Trustees; term to expire March 31, 2017; and (2) fill an unscheduled vacancy on the Community Services Commission, term to expire March 31, 2016.

BACKGROUND:

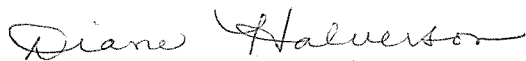
Following a letter of resignation from James Lund, indicating that he was no longer able to serve on the Library Board of Trustees, a Notice of Unscheduled Vacancy was duly posted for a 10-day period in accordance with State law and City policy. Two applications were received during the noticing period:

- ◆ Ronald Guiles
- ◆ Barbara Salice

A Notice of Vacancy was also posted for a 10-day period following a letter of resignation from Luther Goodson, indicating that he was no longer able to serve on the Community Services Commission. Four applications were on file and two additional applications were received during the posting period:

- | | | |
|----------------------|--------------------------|-----------------|
| ◆ Kalia Aragon | ◆ Zoe Sanchez Richardson | ◆ Mayra Salazar |
| ◆ Patricia Borchmann | ◆ Barbara Saad | ◆ Doug Stephens |

Respectfully submitted,



Diane Halverson, CMC
City Clerk



FUTURE CITY COUNCIL AGENDA ITEMS
June 11, 2015

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

June 24, 2015 4:30 p.m.	
	PROCLAMATION
	Parks and Recreation Month
	CONSENT CALENDAR
	Authorization to Order Telecommunications Services Under Calnet Contract III (M. Becker) <i>Adopt Resolution No. 2015-111 authorizing the Director of Information Systems to execute an Authorization to Order to move monthly contracted telecommunications services from the expiring California Integrated Information Network (CALNET II) contract, to the new California Integration Information Network (CALNET III) contract.</i>
	Relocation Plan for Cypress Cove (B. Redlitz) <i>The City has allocated \$1 million HOME funds towards the purchase and rehabilitation of Cypress Cove Apartments at 260 N. Midway, Escondido, 92027. No permanent relocation is anticipated. Planning for temporary relocation needs of the current residents is required by state and federal law.</i>
	Community Services Department Facility Use Policy (L. McKinney) <i>The Community Services Department has updated the Facility Use Policy. The updated policy has been reviewed by the City Attorney's office. The policy is necessary for the operation of City Facilities covered by this policy to provide standards for the City's rental of facilities to the general public.</i>
	Award Purchase of Fuels for Fiscal Year 2016 (E. Domingue) <i>Annual Award of Fiscal Year 2016 unleaded and diesel fuel purchase.</i>
	Final Map, Escondido Tract SUB 12-0014, Located at 537 North Elm Street (E. Domingue) <i>This project was recommended for approval by the Planning Commission on March 25, 2014 as Resolution No. 6005. The Final Map is in substantial conformance with the tentative map approved by City Council on April 9, 2014 as Resolution No. 2014-32 and is subject to the conditions of approval therein.</i>
	Approve a First Amendment to Purchase Agreement with the Phair Company/Paseo Escondido, LLC for 1201 E. Washington Avenue (J. Masterson) <i>The buyer/developer has requested the proposed amendment to modify the development product from senior housing to market-rate housing.</i>

June 24, 2015

Continued

CONSENT CALENDAR Continued

Approve a First Amendment to Lease Agreement with Stylution USA, Inc. (dba Wickline Bedding) at 455 North Quince Street
(J. Masterson)

The existing Lease Agreement expires at the end of July 2015. The parties desire to amend the Lease Agreement to extend the term for another three years.

Fiscal Year 2016 Department of Alcoholic Beverage Control Local Law Enforcement Grant
(C. Carter)

The Escondido Police Department received a FY 2016 Department of Alcoholic Beverage Control Local Law Enforcement Grant in the amount of \$54,422. The Police Department will use this allocation to fund overtime expenses related to Shoulder Tap Details, Minor Decoy Operations and training. Grand funds will enhance local efforts to reduce alcohol-related problems in the community.

Federal Bureau of Investigation – San Diego Integrated Narcotic Task Force Funding
(C. Carter)

The Escondido Police Department and the Federal Bureau of Investigation have entered into an agreement to work cooperatively on the San Diego Integrated Narcotic Task Force. The mission of this task force is to investigate, identify and arrest individuals involved in illicit drug trafficking within San Diego County. This agreement covers overtime related to Narcotic Task Force activities.

Federal Bureau of Investigation – North County Regional Gang – Safe Streets Task Force
(C. Carter)

The Escondido Police Department and the Federal Bureau of Investigation entered into an agreement to work cooperatively on the North County Regional Gang – Safe Streets Task Force. The mission of this task force is to identify and target groups responsible for drug trafficking, money laundering, alien smuggling, and crimes of violence. The FBI provided a vehicle that is used by the EPD Detective assigned to the task force. The agreement also covers funding for overtime overhead, travel, training, vehicle fuel, supplies and equipment related to Safe Streets Task Force activities.

United States Marshals Service – Regional Fugitive Task Force
(C. Carter)

The Escondido Police Department and the United States Marshals Service (USMS) entered into an agreement to work cooperatively on the Regional Fugitive Task Force. The mission of this task force is to increase public safety by investigating and arresting persons who have active state and federal warrants. USMS provided a vehicle that is used by the EPD Detective assigned to the Regional Fugitive Task Force. The agreement also covers overtime overhead, travel, training, vehicle fuel supplies and equipment related to Regional Fugitive Task Force activities.

Federal Bureau of Investigation – San Diego Child Exploitation Task Force Funding
(C. Carter)

The Escondido Police Department and the Federal Bureau of Investigation have entered into an agreement to work cooperatively with the San Diego Child Exploitation Task Force. The mission of this task force is to investigate, identify and arrest individuals involved in the interstate recruitment, transportation, prostitution, advertising and sexual exploitation of victim minors within San Diego County. The agreement covers overtime expenses related to task force activities and two vehicles that are shared by three EPD Detectives assigned to the San Diego Child Exploitation Task Force.

June 24, 2015
Continued

CONSENT CALENDAR Continued

Resolution Authorizing a Contract for Third Party Administration of Workers' Compensation Claims with Adminsure, Incorporated.

(S. Bennett)

Request Council approve authorizing a contract for third party administration of workers' compensation claims with Adminsure, Incorporated.

Bid Award for Water Meters

(S. Bennett)

On April 15, 2015, request for bids were mailed to thirteen vendors and five bids were received, opened, and evaluated on May 11, 2015. These water meters will be used for residential, commercial, new development, and replacement installations.

Community Facilities District (CFD) 2006-01 (Eureka Ranch) Annual Special Tax Levy

(S. Bennett)

A special tax is levied annually on real property within the Communities Facilities District No. 2006-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.

Community Facilities District (CDF) 2000-01 (Hidden Trails) Annual Special Tax Levy

(S. Bennett)

A special tax is levied annually on real property within the Community Facilities District No. 2000-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used meet debt service obligations from the issuance of bonds of the District.

Maintenance and Operations Bargaining Unit, Teamsters Local 911, Memorandum of Understanding

(S. Bennett)

Representatives from the Teamsters Local 911 and the City of Escondido have met and conferred in good faith regarding salary and working conditions. Tentative agreement was reached by the parties on June 9, 2015. Members of the Bargaining Unit have voted in support of the agreement.

Destruction of Records

(D. Halverson)

The records identified for destruction are more than two years old, with the exception of routine Body-Worn Camera Video Recordings, which are no less than one year old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or pending litigation or potential claim or litigation, are not required to be kept further by a statute and are no longer required by the City.

Budget Adjustment to the Housing Successor Agency Professional Services Budget for Expenses Related to Demolition of the Lopez Market and Related Expenses

(D. Lundy)

The former Lopez Market located on the corner of 2nd Avenue and Pine Street has been vacant since it was purchased in 2010. The structure is in poor condition and the highest value of the property can be achieved by razing the building and developing new. Additionally, property maintenance costs (i.e. graffiti abatement) can be saved upon demolition of the building. The expenses for the demolition and abatement costs will be offset by the proceeds from the recent sale of Housing Successor Agency asset 1750 W. Citracado, #169 in the amount of \$86,685.70.

June 24, 2015
Continued

PUBLIC HEARINGS

Zoning Code Amendment Pertaining to Article 49, Air Space Condominium and Community Apartment Projects (AZ 15-0001)

(B. Redlitz)

As part of the program 'Working Together to get to YES!' the proposed amendment will streamline the approval process for new condominium projects by eliminating public hearings for certain cases. The increase of contingency funds for condominium conversion projects will ensure sufficient reserves are available to fund emergencies or unforeseen repairs due to the deferred maintenance of pre-existing development. Eliminating the contingency fund for new condominium construction where there is no deferred maintenance is appropriate based on the reserve funding currently required by the California Bureau of Real Estate. On May 26, 2015, the Planning Commission recommended approval for the code amendment.

CURRENT BUSINESS

Sale of 700 West Grand Avenue to Integral Communities, Inc.

(J. Masterson)

Integral Communities, Inc. has submitted an offer to purchase the subject property for the development of a mixed use project. The City's appraisal validated the offer and the parties would now like to open escrow, which escrow shall be conditioned upon a development contract between the parties. The terms of the development contract are in progress and staff will return to Council for approval of same, once it is completed. Opening escrow will allow the Developer to commence due diligence and entitlement efforts for the project.

Authorized Representative, Pledged Revenues and Fund(s), and Reimbursement Resolutions for Frequent Financer Clean Water State Revolving Fund Loan Package

(C. McKinney)

The Clean Water State Revolving Fund (SRF) requires an authorized representative, pledged revenues and fund(s), and reimbursement to be established by resolution for its Frequent Financer Loan Package. Requested funding is for projects encompassed within the Utilities Department's Ag Recycled Water and Potable Reuse Program.

Power Purchase Agreement for Digester Gas at the Hale Avenue Resource Recovery Facility

(C. McKinney)

A Power Purchase Agreement with Escondido Bioenergy Facility, LLC to take digester gas at the HARRF, which is currently just flared, and purchase the power generated to use at the HARRF and reduce the power required from SDG&E. There will be a significant cost savings over the term of the agreement for the power to operate the HARRF.

Future Agenda Items (D. Halverson)

July 1, 2015
No Meeting (Independence Day)



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

June 10, 2015

ECONOMIC DEVELOPMENT

The owners of Swami's Restaurant at 150 Grand Avenue also have purchased the former Avocado Grill and it has been renamed Swami's. They will be serving only breakfast and lunch there. They still own the 150 Grand Avenue restaurant and have renamed it "Grand at Maple" and will be serving only dinner there.

SPECIAL EVENTS

- The Escondido Fire Department and Rincon del Diablo Fire Protections District is hosting a Free **Safety/Water Expo** at Escondido Fire Station #4 (3301 Bear Valley Parkway at Kit Carson Park) on Saturday, June 13, from 10 a.m. to 2 p.m. There will be fire station tours, vehicle displays, refreshments, activities for children, fire safety information, earthquake readiness and water conservation ideas. For more information, call 760-74505522 or visit www.rinconwater.org
- **Fords & Friends Car Club Picnic & Car Show**
Sunday, June 14, 8 a.m. to 3 p.m.
Grape Day Park
Car show benefiting Meals-on Wheels

BUILDING MAINTENANCE UPDATE

- The new fire alarm system installation at City Hall is complete and has been approved by our Fire Department for operation. The chemical fire suppression system for the computer room will be going out to bid early in the new fiscal year. A successful fire drill was held on the morning of June 10.
- Some wood repairs are being made to the Hoffman House and the water tower in Grape Day Park.
- The exterior balcony off the second floor break room at City Hall will be painted after the July 4 holiday.

COMMUNITY DEVELOPMENT

Planning:

- On June 9th, the Planning Commission approved the modification to the Conditional Use Permit (CUP) for the redevelopment of the Emmanuel Faith Community Church campus at 639 E. 17th Ave. The Commission also approved the CUP modification for Calvin Christian High/Middle School at 2000 N. Broadway to construct a new auditorium.

City Manager's WEEKLY UPDATE to City Council

- Felicita Development, LLC has submitted a Planned Development application for the vacant 6.9 acre property at the southeast corner of Felicita Rd. and Gamble Lane. The proposed project 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. The application is under review for completeness.
- Staff continues to monitor major development applications that are currently being processed to assess their entitlement status in light of pending and more restrictive storm water requirements that the Regional Water Quality Control Board (RWQCB) requires be adopted by the City on or before December 24, 2015. Staff anticipates a heavy workflow from developers who have expressed an interest in starting grading of their projects prior to December 24th in order to be subject to current requirements. Staff is taking a proactive approach to discuss processing timelines with existing applicants and providing guidance to applicants on what they can do to meet their desired goals. The final RWQCB workshop on “prior lawful approval” (to define what projects can proceed under the existing permit) is on June 30th. The draft language is anticipated to be released a few days beforehand, and the language still needs to go through the adoption process. The main public portal is www.projectcleanwater.org.
- A letter has been sent to the applicants for the proposed vesting tentative subdivision map on the former Escondido Country Club property advising that until the litigation is resolved and the City decides not to appeal, the ECCHO initiative remains in effect and would prevent a residential project from being processed. The letter also advises the applicant of the necessary items to complete the application for processing should the litigation be resolved.
- The County of San Diego has released the Draft Environmental Impact Report (DEIR) for the proposed Valiano Specific Plan project in Eden Valley. Staff is preparing comments on the Draft EIR which are due to the County by June 15, 2015. The proposed project includes 326 homes on 238 acres. Link to County's information: http://www.sandiegocounty.gov/pds/ceqa_public_review.html Additional public hearings have been scheduled by SANDAG regarding the Draft San Diego Forward – The Regional Plan. See attached flyer for more information.
- Major Projects Update:
 - Oak Creek (NUW) –LAFCO staff has recommended that the proposed annexation boundary be expanded to include a roadway segment of Hamilton Lane between Bernardo and Felicita Avenues. This road segment does not meet City standards. Staff has sent a letter to LAFCO providing justification to support City's staff's recommendation to eliminate the proposed expansion of the annexation boundary. A LAFCO hearing date has not yet been scheduled. Staff met to with the developer to

City Manager's WEEKLY UPDATE to City Council

- discuss the permit submittal and plan check process, particularly regarding their timing expectations in anticipation of the new storm water requirements.
- Amanda Estates (NUW) – LAFCO staff has reviewed the two annexation applications for completeness and sent a letter identifying the additional information needed to process the Amanda Estates annexation and the associated annexation for the “Disadvantaged Unincorporated Community” (DUC) properties. No further action is anticipated for the DUC annexation. A LAFCO hearing date has not yet been scheduled. Staff has met with the developers regarding their expectations and timing of submittals in anticipation of the new storm water requirements.
 - Centerpointe 78 Commercial – Staff is reviewing sections of the screen check EIR as they become available. The additional traffic analysis of the alternative traffic mitigation measures proposed by the applicant is underway and anticipated to be submitted next week.
 - North Broadway Deficiency Area Projects – Staff continues to coordinate with the various development teams regarding the design of infrastructure improvements and has taken a proactive approach with County staff on review of required improvements within the unincorporated area. Street improvement plans for Lehner Ave. are being prioritized to allow construction to occur this summer while school is not in session. A grading permit has been issued for Lennar’s “Pradera” project and building permit applications for the model homes have been submitted. Staff is working with the applicant to resolve setback issues relating to the location of the perimeter walls. The applicant is coordinating with the San Diego County Water Authority which has raised concerns regarding the construction of the waterline improvements (required by the development agreement) within the SDCWA easement. The Zenner annexation application is under review by LAFCO.
 - Kaen Planned Development (2516 S. Escondido Blvd.) – Revised plans were submitted on June 4th and are under review for completeness. The redesign eliminates 3 units (total number of units is now 65 units) to provide improved emergency access and provide additional opportunity for landscaping along the long entry drive.
 - Wohlford – A letter has been sent for the proposed 55-unit residential subdivision and planned development at 661 Bear Valley Parkway advising the applicant that the application is incomplete and identifying the necessary submittals to continue processing the application. The applicant is coordinating with staff regarding a Specific Alignment Plan for Bear Valley Parkway and is conducting technical studies which are anticipated to be submitted in three weeks. The applicant indicates their preference to prepare an EIR, which will be determined upon submittal of the complete application and review of the technical studies.
 - Latitude II – Staff continues to work diligently with the applicant’s design team to identify and evaluate solutions on site planning issues. While some of the applicant’s submittal deadlines have slipped, staff has provided a quick turnaround on review of the resubmittals once received. A revised Fire Master Plan is under review. The applicant continues to negotiate with the owners of adjacent properties regarding several issues that affect their proposed site plan, parking and sewer improvements.

City Manager's WEEKLY UPDATE to City Council

An alternative site plan has been provided to demonstrate a feasible plan if the negotiations regarding the motel sign along Centre City Parkway are not successful. However, the proposed plan relies upon the relinquishment and/or relocation of access and sewer easements across the property's southeast perimeter to construct the proposed project; these private party negotiations are still underway. Additional analysis is needed to complete the Water Quality Technical Report. The applicant recognizes that these issues must be resolved in order for the project to proceed through the CEQA and hearing process. Staff has provided comments on the draft traffic study and negative declaration prepared by the applicant's consultant.

- Staff has provided comments on the revised tentative map submitted by Shea Homes for a substantial conformance review and determination for the 179-lot residential subdivision known as Hidden Valley Ranch (Tract 923). A Water Quality Technical Report is needed to make this determination. A revised plan for the internal park acreage is under review. While the Precise Plan has not yet been submitted, the applicant has identified up to 20 lots where the proposed units do not meet setback requirements of the planned development. Staff is scheduled to meet this week with the developer to discuss the schedule and timeline for submittals in anticipation of the new storm water requirements.
- Concordia Homes submitted a draft Specific Plan and tentative subdivision map for the Safari Highlands project for conceptual review prior to their formal application submittal. The project includes annexation and Sphere of Influence update for the 1,098 acres site and a subdivision to create 550 residential lots in seven neighborhoods, with lot sizes ranging from 7,663 SF to 4.76 acres. Staff working on consultant agreements to provide extension of staff services to process the anticipated application; execution of the contracts is needed prior to submittal of a formal application. The applicant is coordinating with LAFCO regarding anticipated requirements and study area for a Sphere of Influence update.

Building Division:

- The monthly Building Activity Report for May is attached.
- The Building Division issued 85 permits for the week with a total valuation of \$310,578.
- 25 photovoltaic permits were issued for the week. Building has issued 463 permits so far this year compared to 228 issued at the same time last year.
- Inspections and counter contacts remain steady with inspections averaging 27 per day with 27 on Friday and counter contacts averaging 35 per day with 30 on Friday.
- In an attempt to provide the best service possible for our customers and remove any unreasonable barriers in the permitting process, residential roof top solar permits may now be issued through an expedited permitting process at the building counter. The

City Manager's WEEKLY UPDATE to City Council

applicant/contractor may choose to complete Guideline 24B, Eligibility Checklist for Expedited Residential Solar Photovoltaic Permit, along with the plans and specifications and the permit can be issued over the counter. Guidelines # 24A and 24B are now available on the city's web site.

- 5. Due to the ongoing drought, there have been many inquiries regarding graywater plumbing systems and the permitting process. The requirements for graywater systems are now a part of the 2013 CPC, Chapter 16. A plumbing permit is now required for any proposed graywater systems except those that utilize washing machine discharge only. A Graywater Information Guideline will soon be available at our building counter and on the city's website with complete information regarding submittal requirements, plan review, inspections and fees.
- The Department of Housing and Community Development, Division of Codes and Standards would like to inform all interested parties and stakeholders of Emergency Regulations which were approved by the Building Standards Commission on May 29, 2015, and are effective June 1, 2015. These emergency regulations are intended to reduce outdoor potable water irrigation for newly installed landscapes for new residential construction by requiring water budgets with modified adjustment factors.
- Permits were issued this week for the demolition of the existing Taco Bell restaurant at 627 N. Escondido Blvd in anticipation of a new Taco Bell restaurant and detached office building.
- Plans were submitted for 4 new single family dwellings models at Tract 894 (Pradera), as part of the 70 unit subdivision near Lehner and Stanley Ave.
- Staff is working with the design team for 24 Hour Fitness to analyze potential code requirements regarding seismic design for the proposed facility in the Westfield mall.

Code Enforcement:

- As of June 8th, the total number of open code enforcement case is 387 cases, with a backlog of an additional 84 cases not yet opened for assignment and investigation. During the prior week, 36 new cases were opened, 35 cases were closed and a total of 91 signs were removed. Staff processed 5 public records requests (PRR) last week, bringing the year-to-date total to 65 requests. Recruitment is underway for one full-time and three part-time vacant officer positions to assist with the backlog.
- Last week the Business License Division received 29 new applications and 176 renewals, and issued 17 new licenses.



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

CAPITAL IMPROVEMENTS

FY 2014-2015 Street Rehabilitation Project:

June 8th 2015 through June 12th, 2015 the concrete subcontractor will be completing concrete for the pedestrian ramps, driveways and sidewalks along Grand Avenue, Hickory Street to Valley Boulevard.

Indian Creek Emergency Channel Repair:

The contractor has completed the channel wall replacement ahead of schedule. This project is now closed.

Private Development

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

The contractor has closed the intersection at Idaho Avenue and Bear Valley Parkway to through traffic. The work is proceeding but the reopening of the intersection has been pushed back to June 19, 2015 due to ongoing water line construction. The underground contractor has poured the new wall footing at Bear Valley Parkway and Boyle Avenue.

2412 South Escondido Boulevard:

The construction of the new on site water main is continuing this week.

Pradera - Lennar Communities: The demolition of existing structures is ongoing. The truck haul route has been approved, the project calls for importing 140,000 cubic yards of dirt which will equal 450 truck trips along the approved route. Processing of permits and traffic control are the order of work for this phase of construction.

Future Capital Projects

FY14/15 Street Maintenance Project – This project will be advertised this week, with an anticipated bid opening date of June 25.

PUBLIC SAFETY

Police:

UCR CRIME UPDATE (YTD through end of May 2015)

- Overall Crime is **down** 7.04% as compared to the same time period in 2014.
- Violent Crime is **up** 16.75% as compared to the same time period in 2014.
- Property Crime is **down** 10.33% as compared to the same time period in 2014.



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

*Violent crime continues to steadily decline after the spike at the beginning of the year.

INCIDENTS

- On 06-01-15, officers responded to the 400 block of E. Washington Ave regarding a traffic collision involving a car and a motorcycle. It appears that the car was making a left turn into a driveway into the path of the motorcycle. The motorcycle struck the car and the motorcyclist sustained major injuries. The motorcyclist was transported to the hospital. Alcohol is not believed to be a factor in the collision.
- On 06-04-15, officers responded to the Toys R Us on Auto Park Way regarding a burglary alarm. Upon arrival, the officers discovered that the front window had been smashed. The suspects had already fled the scene. Upon review of the store's video surveillance, there were two suspects and the loss was electronics.
- On 06-04-15, officers attempted to stop a possible stolen vehicle in the area of Valley Pkwy and Quince St. The suspect vehicle fled from the officers and spun out at the intersection of Valley Pkwy and Tulip St. The driver was apprehended at the vehicle. The passenger fled on foot and hid in a nearby garage. He was later apprehended inside the garage. Both were arrested on various charges.
- On 06-05-15, the driver of a pick-up truck collided with a fire hydrant, a power pole, and a cable/phone pole in the area of Mission Ave and Buchanan St. The driver fled the scene in the truck and was later apprehended near his residence. The driver was arrested for DUI and Hit & Run.
- On 06-07-15, officers responded to a residence in the 900 block of Fern St regarding a disturbance between friends. Officers discover that a female suspect attacked the male victim with a butcher knife. The victim sustained a small laceration to his arm. The suspect had fled the scene, but was located later and arrested for Assault with a Deadly Weapon.
- On 06-08-15, a victim arrived at the hospital with two stab wounds to her back. She stated that she was confronted by three suspects in the 600 block of N. Broadway. The suspects attempted to steal her purse and then stabbed her twice in the back. Her injuries were not life threatening.
- On 06-08-15, officers responded to an alarm at the Train Depot in Grape Day Park. They discovered a smashed window, but no loss.

EVENTS

- Chief Carter, EPD Officers, and other San Diego County police agencies participated in the Law Enforcement Torch Run for Special Olympics kickoff this past week. The LETR is a worldwide effort to raise money for the Special Olympics. This year's Special Olympics will take place in Los Angeles.

###