



Council Meeting Agenda

AUGUST 6, 2014

CITY COUNCIL CHAMBERS

3:30 P.M. Closed Session; 4:30 P.M. Regular Session

201 N. Broadway, Escondido, CA 92025

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

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

August 6, 2014
3:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. **CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
 - a. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
- II. **CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**

Case Name:	<u>Waldrop v. City of Escondido, et al.</u>
Case No:	37-2014-00004738-CU-PA-NC
Case Name:	<u>Rabbani v. City of Escondido</u>
Case No:	37-2013-00058093-CU-PO-NC

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

- a. **Property:** Kit Carson Park
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: San Diego Association of Governments
Under Negotiation: Price and Terms of Agreement

- b. **Property:** Kit Carson Park
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: CALFIRE
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

A black and white photograph of the Escondido City Council building, a large, classical-style structure with a central dome and multiple arched windows. An American flag flies on a tall pole in front of the building. The scene is framed by a thick, dark border.

Council Meeting Agenda

**August 6, 2014
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PRESENTATIONS: Update on San Diego County Activities by Supervisor Dave Roberts

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

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

4. **REQUEST APPROVAL TO PURCHASE COMPUTER SERVERS AND ASSOCIATED HARDWARE FOR THE COMPUTER AIDED DISPATCH (CAD) UPGRADE FROM NORTHROP GRUMMAN SYSTEMS CORPORATION -**

Request Council approve authorizing the purchase of computer servers and associated hardware for the Computer Aided Dispatch (CAD) upgrade from Northrop Grumman Systems Corporation in the amount of \$216,672.04, which includes equipment, labor services, five-year hardware warranty and sales tax and authorize the Director of Information Systems to execute a related professional services agreement with Northrop Grumman to install the software.

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

RESOLUTION NO. 2014-123

5. **APPROVAL AND AUTHORIZATION FOR RELEASE OF REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING PURPOSES (CASE NO. 0873-01-23) -**

Request Council approve authorizing the Housing Division staff to release a Request for Proposals (RFP) for the provision of long-term affordable housing through acquisition or rehabilitation or redevelopment of blighted properties. The RFP will include a total of \$1,000,000 in Affordable Housing Funds, including HOME funds and Successor Housing Agency funds.

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

6. **ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT AND BUDGET ADJUSTMENT -**

Request Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$12,381,800; and approve authorizing the Mayor and City Clerk to execute Consulting Agreements with RBF Consulting in the amount of \$847,592 for Construction Management Services, Black & Veatch Corporation in the amount of \$84,380 for Engineering Services and Water Synergy Inc. in the amount of \$106,904 for Engineering Services; and approve a budget adjustment in the amount of \$4,529,609.

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

A) RESOLUTION NO. 2014-116 B) RESOLUTION NO. 2014-119 C) RESOLUTION NO. 2014-120
D) RESOLUTION NO. 2014-121

7. **RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES OR THE ASSISTANT FINANCE DIRECTOR TO EXECUTE ALL DOCUMENTS AND APPLICATIONS FOR OBTAINING FEDERAL AND STATE DISASTER ASSISTANCE -**

Request Council approve authorizing the Director of Administrative Services or the Assistant Finance Director to execute on behalf of the City, all documents pursuant to federal and state disaster assistance. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval.

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

RESOLUTION NO. 2014-111

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

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

PUBLIC HEARINGS

8. [AMENDMENT TO THE ZONING CODE PERTAINING TO COMMERCIAL ZONES \(AZ 14-0001\)](#)
Request Council approve the amendments to the Zoning Code Article 16, Commercial Zones and certify the environmental determination.

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

ORDINANCE NO. 2014-15 (Introduction and First Reading)

CURRENT BUSINESS

9. [ALTERNATIVE COMPLIANCE PROGRAM FOR ONSITE STORMWATER STRUCTURAL CONTROLS -](#)
Request Council receive and file the staff report concerning an alternative compliance program for onsite stormwater structural controls and provide direction on whether staff should pursue the program's implementation.

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

FUTURE AGENDA

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

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

- [CITY MANAGER'S UPDATE -](#)

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
August 13	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
August 20	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
August 27	Wednesday	4:30 p.m.	Town Hall Meeting	Council Chambers
September 3	-	-	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 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: August 6, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: Request Approval to Purchase Computer Servers and Associated Hardware for the Computer Aided Dispatch (CAD) Upgrade from Northrop Grumman Systems Corporation

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-123 authorizing the of purchase computer servers and associated hardware for the Computer Aided Dispatch (CAD) upgrade from Northrop Grumman Systems Corporation in the amount of \$216,672.04, which includes equipment, labor services, five-year hardware warranty, and sales tax. In addition, the Resolution authorizes the Director of Information Systems to execute a related professional services agreement with Northrop Grumman to install the software.

FISCAL ANALYSIS:

The funds are provided by a \$225,000 loan, which will be repaid from the Police Department's Operating Budget to the Public Facilities Fund over a five-year period, as per Council action dated July 23, 2014.

PREVIOUS ACTION:

Resolution No. 2006-231 authorized the Mayor and City Clerk to execute a contract to replace the existing CAD system and to purchase computer servers and hardware from Northrop Grumman.

Resolution No. 2014-115 authorized an increase to the Police Department's Operating Budget to purchase upgraded hardware and the project will be funded by an interfund loan from the Public Facilities Fund to the General Fund.

BACKGROUND:

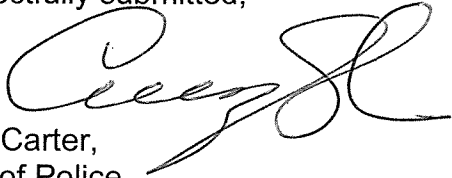
The CAD system provides the ability to improve police and fire emergency response times through preselected units assignments and overall enhanced dispatching capabilities. The CAD system also allows for collection of call history information and automated daily rosters and schedules.

Request the Purchase of Computer Servers and Associated Hardware for the Computer Aided Dispatch (CAD) Upgrade from Northrop Grumman Systems Corporation
Page 2

Northrop Grumman Systems Corporation is a sole source provider for maintenance and migration of the hardware services platform to upgrade the current system pursuant to Escondido Municipal Code Section 10-103(b). The current CAD servers are six years old and will soon be out of warranty. Information Systems Department suggests that these servers be replaced every five years. Northrop Grumman Systems Corporation will replace the eleven servers with a virtualized server environment consisting of three physical servers and associated storage, backup, and network equipment. The continual operation of the CAD system is critical to Police and Fire safety and must support our public safety personnel 24 hours a day, seven days a week.

Police and Information Systems' staff recommend the purchase of computer servers and associated hardware for the Computer Aided Dispatch (CAD) upgrade from Northrop Grumman Systems Corporation in the amount of \$216,672.04 which includes equipment, labor services, five-year hardware warranty, and sales tax.

Respectfully submitted,

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

Craig Carter,
Chief of Police

NORTHROP GRUMMAN

Northrop Grumman Corporation
Information Systems
Civil Division
Public Safety & Infrastructure
7555 Colshire Drive
McLean, Virginia 22102

July 23, 2014

Ms. Blanca Wolf
City of Escondido
Police and Fire Headquarters
1163 North Centre City Parkway
Escondido, CA 92025

Sent by E-Mail: Bwolf@ci.escondido.ca.us

Re: Quotation CR201-1 - CAD Hardware Refresh

Dear Ms. Wolfe,

Reference is made to the above quote dated June 26, 2014 for Northrop Grumman to perform the hardware upgrade to your existing Northrop Grumman CommandPoint™ CAD System.

Northrop Grumman is the owner of the CommandPoint™ software and does not authorize third parties access. Northrop Grumman is the only entity with the expertise to install, migrate and configure our software onto the hardware. Northrop Grumman has provided the hardware configuration and ensures that our software will operate on this configuration, provided it is performed by Northrop Grumman

Northrop Grumman appreciates the opportunity to respond to the needs of your agency. Please feel free to call me at (703) 556-1351 if you need additional information.

Sincerely,

Northrop Grumman Systems Corporation



John C. Kouri
Contracts Administrator

cc: Steve Lewandowski
John Gage
Scott K. Johnson

RESOLUTION NO. 2014-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE PURCHASE OF COMPUTER SERVERS AND ASSOCIATED HARDWARE FOR THE CAD UPGRADE FROM NORTHROP GRUMMAN SYSTEMS CORPORATION AND AUTHORIZE THE DIRECTOR OF INFORMATION SERVICES TO EXECUTE A RELATED PROFESSIONAL SERVICES AGREEMENT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION

WHEREAS, the City of Escondido desires to upgrade the out-dated Computer Aided Dispatch ("CAD") system with Northrop Grumman Systems Corporation; and

WHEREAS, Northrop Grumman Systems Corporation will replace the eleven servers with a virtualized server environment consisting of three physical servers and associated storage, backup, and network equipment; and

WHEREAS, the CAD system provides the ability to improve police and fire emergency response times through a preselected units assignments and enhanced dispatching capabilities; and

WHEREAS, the CAD system allows for collection of call history information and automated daily rosters and schedules; and

WHEREAS, Northrop Grumman Systems Corporation is a sole source provider for maintenance and migration of the hardware services platform; and

WHEREAS, formal bidding procedures are dispensable under Escondido Municipal Code Section 10-103(b); and

WHEREAS, the \$225,000 loan will be repaid from the Police Department's Operating Budget to the Public Facilities Fund over a five-year period as per Council action dated July 23, 2014; and

WHEREAS, the Information Systems Director recommends the purchase of computer servers and associated hardware for the CAD upgrade from Northrop Grumman Systems Corporation in the amount of \$216,672.04 which includes equipment, labor services, five-year hardware warranty, and sales tax.

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 accepts the recommendation of the Information Systems Director.
3. That the City Council is authorized to approve, on behalf of the City, the purchase, installation, and sole source of CAD upgrade to Northrop Grumman Systems Corporation under Escondido Municipal Code Section 10-103 (b).
4. That the Director of Information Systems is authorized to execute, on behalf of the City, a related professional services agreement with Northrop Grumman Systems Corporation, subject to final approval by the City Attorney. Copies of the related agreement are on file with the Director of Information Systems.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: August 6, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Barbara Redlitz, Director of Community Development
SUBJECT: Approval and Authorization for Release of Request for Proposals for Affordable Housing Purposes (Case No 0873-01-23)

RECOMMENDATION:

It is requested that City Council authorize Housing Division staff to release a Request for Proposals (RFP) for the provision of long-term affordable housing through acquisition or rehabilitation or redevelopment of blighted properties. The RFP will include a total of \$1,000,000 in Affordable Housing Funds, including HOME funds and Successor Housing Agency funds.

FISCAL ANALYSIS:

There will be no impact on the General Fund.

The City of Escondido receives an annual allocation of HOME Program funding from the U.S. Department of Housing and Urban Development (HUD). The City Council approved the HOME budget on April 19, 2014, with funds reserved for housing development. The RFP will include HOME program income and FY 2013-14 and FY 2014-15 funds which can be used for projects developed by Community Housing Development Organizations (CHDOs), non-profit developers, or for-profit developers. By regulation, HOME funds must be committed to a specific project within two years and expended within four years. FY 2013-14 funds must be committed and contracts must be executed by June 30, 2015. Recaptured funds and program income must be committed before new allocations (FY 2013-14 and FY 2014-15) may be spent.

The City of Escondido, as the Successor Housing Agency, has also received repayments from loans made with Low- and Moderate-Income Housing Set-Aside funds (first time homebuyer loans, owner-occupied rehabilitation loans and developer loans). These funds must be used for affordable housing purposes. The precise balance of HOME funds and Successor Housing Agency funds will be established to meet the needs of the selected project, preserve funding for the first time homebuyer program, and meet the requirements of the federal HOME program.

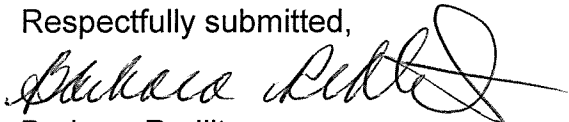
BACKGROUND:

The RFP offers funding for the development of long term affordable housing (with 45 or 55 year affordability restrictions). The RFP solicits proposals from CHDO's, for-profit and non-profit developers of affordable housing that will provide long-term affordable rental housing or first-time

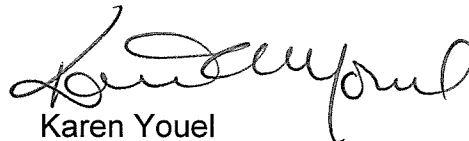
homebuyer opportunities through rehabilitation or redevelopment of blighted properties. Projects would be required to serve residents earning less than 80% of area median income (currently \$63,100 for a family of four). The final structure of the agreement(s) will be in form approved by the City Attorney's office.

Staff has prepared the draft RFP (included as Exhibit A) for the use of the available HOME and Successor Housing Agency funds. Upon authorization of the City Council, staff will distribute the RFP to prospective applicants immediately. After staff review of the applications received, it is anticipated that recommendations to City Council for award of projects would occur in October.

Respectfully submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst



CITY OF ESCONDIDO
COMMUNITY DEVELOPMENT DEPARTMENT
HOUSING DIVISION

REQUEST FOR PROPOSALS (RFP)

FROM

For-Profit Corporations, Non-Profit Corporations, and Certified Community Housing Development Organizations (CHDOs) seeking to provide long-term affordable rental housing or first-time homebuyer opportunities

RFP RELEASE DATE:
August 7, 2014

PROPOSAL SUBMITTAL DATE:
September 15, 2014

City of Escondido
Housing Division
201 N. Broadway, Escondido, CA
(760) 839-4356

REQUEST FOR PROPOSALS (RFP)

INTRODUCTION

The Housing Division of the City of Escondido is pleased to request proposals to provide affordable long-term rental housing or first-time homebuyer opportunities for low-income residents through the rehabilitation of blighted properties or acquisition of long-term affordability covenant. The City's Housing Division has \$1,000,000 available in Affordable Housing Funds, including federal Home Investment Partnerships (HOME) Program funds and Successor Housing Agency (SHA) funds to award through this Request for Proposals (RFP). Final proportion of funds provided to the selected project will be determined by Housing staff.

For-Profit, Non-Profit and Community Housing Development Organizations (CHDOs) are encouraged to submit proposals. **Non-profit organizations who intend to participate as a Community Housing Development Organization (CHDO), as defined by the HOME Program (see Eligible Applicant(s)), must submit completed certification applications and supporting documentation to the City along with their proposal.**

In releasing this RFP, the Housing Division's goal is to provide quality, affordable, rental housing for Escondido's low-income families through rehabilitation or redevelopment of blighted properties.

Program targeting restrictions for assisted homeownership units: 100 percent (100%) of HOME must be used to assist families with incomes at or below 80 percent (80%) of the area median income. Program targeting restrictions for assisted rental units: 90 percent (90%) of households assisted with units funded by HOME program funds must be households with incomes of sixty percent (60%) or less of the area median income. Additionally, in rental developments containing five or more units, a minimum of 20 percent (20%) of the units must be occupied by families who have an annual income of 50 percent (50%) or less of the area median income, adjusted for family size. Priority will be given for proposals which include a higher percentage of units for families that have an annual income of 50 percent (50%) or less of area median.

Affordable housing rental units or first-time homebuyer units funded by Successor Housing Agency funds provided by this program must be rented or sold to families with incomes of eighty percent (80%) or less of the area median income. Program targeting restrictions for assisted units: eighty percent (80%) of households assisted with SHA funds must assist households with income of sixty percent (60%) of AMI. Priority will be given for those proposals which include a percentage of units for families that have an annual income of 30% or less the area median income. SHA funds require a minimum 45-year period of affordability for all owner-occupied units provided under this program. The minimum period of affordability for all rental units provided under this program shall be no less than 55 years.

2014 MAXIMUM INCOME LEVELS (Effective May 1, 2014) Based on HUD FY 2014 Median Family Income				
Household Size	30%	50%	60%	80%
1	16,600	27,650	33,180	44,200
2	18,950	31,600	37,920	50,500
3	21,300	35,550	42,660	56,800
4	23,650	39,450	47,340	63,100
5	25,550	42,650	51,180	68,150
6	27,450	45,800	54,960	73,200
7	29,350	48,950	58,740	78,250
8	31,250	52,100	62,520	83,300

- HUD published HOME income limits for San Diego County found at: https://onecpd.info/reports/HOME_IncomeLmts_State_CA_2014.pdf

A minimum number of units to be constructed using these funds has not been established. However, the total number of units proposed for the program constitutes one of the criteria affecting overall evaluation points (see Rating Sheet Criteria, page 22 of the RFP).

The Cranston – Gonzales National Affordable Housing Act of 1990 (NAHA) and any amendments thereto provides for the administration of the HOME Program. Projects must comply with the 2013 HOME Program Final Rule. In the event that Congress or the Department of Housing and Urban Development (HUD) adds or changes any statutory or regulatory requirements concerning the use or management of these funds, program participants shall comply with such requirements.

California Community Redevelopment Law, SB 341, and any amendments thereto provide for administration of Successor Housing Agency funds. In the event that the State of California adds or changes any statutory or regulatory requirements concerning the use or management of these funds, program participants shall comply with such requirements.

Enforceable regulatory agreements acceptable to the City and allowable under the HOME program regulations and State of California Redevelopment Law, SB 341, and successor laws will be imposed upon first-time homebuyer and rental units newly constructed and/or rehabilitated through this program.

Interested and qualified For-Profit and Non-Profit Corporations are encouraged to submit proposals. Questions regarding submittal packages should be submitted in writing to Karen Youel, Management Analyst II, at KYouel@escondido.org by Friday, September 5, 2014. Responses will be posted to the City website by Tuesday, September 9, 2014 at <http://www.escondido.org/housing-division.aspx>.

Sealed submittals marked “City of Escondido Housing Division: Proposal for Delivery of Affordable Housing” will be accepted until Monday, September 15 at 5:00 p.m. at the Housing Division office. No late proposals will be accepted. Respondents must include one (1) unbound original, three (3) bound copies, and one electronic version.

No additional information, whether written or oral, of any type (unless requested by the City) will be accepted or considered after this deadline. It is the applicant's responsibility to ensure that submitted proposals are complete, accurate and clearly understandable in all respects. Evaluation factors used in ranking proposals are identified in the "Evaluation Criteria" section of this RFP.

The City reserves the right to negotiate and award contracts to multiple respondents, to reject any or all submittals, to waive any irregularities in the submittals, and/or to cancel, in whole or part, this RFP if it is in the best interest of the City to do so.

Funding allocations available through this RFP are made contingent upon sufficient funding availability. Actual award of HOME funds may depend on funds being made available from the U.S. Department of Housing and Urban Development. Should such funds not be granted to the City, the City reserves the right to cancel any contract. Further, any such agreement for HOME funds will be conditional in nature until the environmental review process is satisfactorily completed. Such an agreement will provide that the agreement to provide funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review (24 CFR Part 58).

1. **ANTICIPATED TIMELINE**

Staff will evaluate submitted proposals and anticipates presenting recommendations to the Escondido City Council on **Wednesday, October 15, 2014 at 4:30 pm.** Staff's recommendation will not be made public prior to that date. Following the City Council's decision, the City will finalize a contract with the selected applicant(s). Funding for the selected applicant(s) will proceed following the completion of the Environmental Review and/or other mandatory requirements including contracts and documents, as directed by funding source. **Please note that this is a tentative schedule subject to change.**

It is recommended that the individuals identified in the proposal as responsible for the proposed activities be present at the **October 15, 2014** City Council meeting. Access to the staff report and Council Agenda will be available 72 hours prior to the meeting on the following website: <http://www.escondido.org/meeting-agendas.aspx>.

2. **ELIGIBLE APPLICANT(S)**

2.1. For-profit

For-profit applicant(s) must have been incorporated or established as a partnership for one or more years.

2.2. Non-Profit

Non-Profit applicant(s) must have achieved IRC 501(c)(3) non-profit status and must have been in existence as an IRC 501(c)(3) for one or more years.

2.3. Community Housing Development Organizations (CHDOs)

Community Housing Development Organizations (CHDOs) are private nonprofit corporations that have been certified by the City as meeting the HOME Program CHDO eligibility requirements. **In order to submit a proposal(s) for CHDO**

funding, a CHDO must be currently certified or must submit a completed application with all attachments for CHDO certification along with its proposal response.

2.4. Requirements For All Applicant(s)

2.4.1. Preliminary Planning Review

In order to ensure that project proposals are viable from a land use standpoint and in compliance with the City of Escondido Zoning Ordinance and General Plan, it is necessary for the applicant to submit a completed preliminary planning review form with the proposal (Appendix A, see page 23). Contact Kristina Owens, Associate Planner/Housing Division at KOWens@escondido.org or 760-839-4519 with questions.

2.4.2. Relocation Requirements

Assisted projects are subject to federal relocation requirements. In general, all reasonable steps must be taken to minimize displacement as a result of an assisted project. If your project proposal involves the acquisition/rehabilitation of existing occupied rental units, you must contact the Housing Division prior to taking any action in regard to the site, including, but not limited to, taking an option on the site, for noticing requirements. Failure to do so could result in your application being disqualified.

2.5. Requirements for Approved Applicant(s)

2.5.1. Environmental Review

Prior to the formal commitment of any assistance, all HOME assisted projects must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA). All NEPA assessments will be prepared by the City of Escondido and submitted to HUD for review and approval. **Please note that HUD Notice CPD 01-11 and 24 CFR Part 58 prohibit an individual or agency from incurring costs related to a project or activity once that individual or agency begins pursuit of federal assistance for that project or activity. Costs cannot be incurred until after the environmental review has been completed and HUD has issued a Release of Funds. If you incur costs for your project prior to the Release of Funds, you will not be reimbursed for those costs and your application may be disqualified.** All required state and federal environmental review, including compliance with California Environmental Quality Act (CEQA) Statutes and Guidelines, must be completed before project approval.

All projects funded with SHA funds must be assessed in accordance with the provisions of the California Environmental Quality Act (CEQA). All CEQA assessments will be prepared by the City of Escondido. Costs incurred prior to completion of the environmental review cannot be reimbursed with CDC funds.

If you incur costs for your project prior to obtaining environmental clearance, they will not be reimbursed.

2.5.2. Insurance

Approved applicant(s) will be required to obtain comprehensive general liability and property damage insurance in the amount of \$3 million, with the City of Escondido named as an additional insured. The City of Escondido will also require property insurance in the amount equal to 100 percent of the replacement cost of the structure, with a lender's loss payable endorsement in favor of the City of Escondido. The general contractor for the project must obtain comprehensive general liability insurance in the amount of \$3 million, with the City of Escondido named as an additional insured. 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.

2.5.3. Nondiscrimination

Approved applicant(s) must agree not to discriminate against any person on the basis of any protected classification, including but not limited to, race, religion, color, national origin, ancestry, physical or mental disability, medical condition, familial status, sex, veteran status, age, or any other arbitrary basis.

2.5.4. Affirmative Marketing

Approved applicant(s) are required to market all units in assisted projects in accordance with the City of Escondido's Affirmative Fair Marketing Procedures and all State and Federal Fair Housing Laws.

2.5.5. State and/or Federal Labor Standards/Prevailing Wages

Assisted projects will be required to comply with all federal and state regulations pertaining to labor standards, including the prevailing wage requirements as determined pursuant to the Davis-Bacon Act (40 U.S.C. 276a-5) and State Labor Code (Section 1720, et seq.). State prevailing wage provisions apply for any construction and construction-related tasks done under contract and paid for in whole, or in part, with public funds. Federal Davis-Bacon Act provisions apply if federal HOME funds are used for any project costs, including construction and non-construction costs, of housing with 12 or more HOME-assisted units.

Approved applicant(s) will be required to utilize a consultant, approved by the City, to ensure that prevailing wage obligations are correctly carried out. **Prevailing wage costs will be charged to the project and must be included in the project development budget. Proposals should be prepared assuming prevailing wage will be required.**

2.5.6. Contractors

2.5.6. Contractors

Approved applicant(s) must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction. In addition, contractors and subcontractors must hold a valid contractor's license from the State of California and must obtain a business license from the City of Escondido Community Development Department.

2.5.7. Relocation Requirements

Approved applicant(s) proposing to acquire and rehabilitate existing occupied units will be required to utilize a consultant, approved by the City, to ensure that relocation obligations are correctly carried out. **Relocation costs will be charged to the project and must be included in the project development budget.**

2.5.8. Removal of Physical Barriers/Section 504 of the Rehabilitation Act of 1973

Section 504 applies when HOME funds are used on a new construction housing or public facility project. Qualified housing projects are required to have a certain percentage of the units designed and made accessible to persons with mobility and sensory impairments. For new construction or rehabilitation of multifamily rental properties, five percent (5%) of the units (at least 1 unit) in the project must be accessible to individuals with mobility impairments, and an additional two percent (2%) of the units (at least 1 unit) must be accessible to individuals with sensory impairments. Any housing units newly constructed or rehabilitated for purchase or single family (including semi-attached and attached) units shall be made accessible upon request of the prospective buyer if the nature of the handicap of an expected occupant so requires.

2.5.9. Minority and Women Business Enterprise Participation

The City encourages the use of minority and women business enterprises (MIWBE). Approved applicant(s) will be required to use their best efforts to carry out the City's Minority/Women Business Enterprise Policy.

2.5.10 Lead-based Paint Evaluation and Control

Approved applicant(s) will be required to utilize a consultant to ensure that lead-based paint hazard evaluation and control measures are correctly carried out. Lead based paint evaluation and abatement costs will be charged to the project and must be included in the project development budget.

2.5.11 Procurement Requirements

All goods and services procured in connection with an assisted project shall be procured in a manner that provides full and open competition and in the

certain pre-selected members of the development team (such as the general contractor, management company, architectural firm, etc.), unless they have been selected through a competitive process that can be documented.

2.5.12 Section 3 Requirements

Section 3 of the HUD Act of 1968 applies to all recipients of HUD funds (including their contractors and subcontractors). All applications must certify that they will follow Section 3 requirements, which are outlined in brief at <http://www.hud.gov/offices/fheo/progdesc/emp-lowr.cfm>.

3. ELIGIBLE PROJECTS

The City of Escondido invests its housing funds consistent with two major policy documents: the Housing Element of the General Plan and the Consolidated Plan. These documents address the affordable housing needs of the City of Escondido.

The City of Escondido has a number of established housing policies that guide the City's decision-making with regard to City-assisted housing programs and projects. Current housing policies for the City were established in the most recently adopted Housing Element and identified in the City's Five-year Strategic Plan (within the Consolidated Plan FY 2010 through FY 2015). These Housing Element goals include:

- Expand the stock of all housing while preserving the health, safety, and welfare of residents and maintaining the fiscal stability of the City.
- Pursue a balance of jobs to housing.
- Channel residential growth to areas where the concurrent provision of services and facilities, including schools, parks, fire and police protection, and street improvements can be assured.
- Encourage a compact, efficient urban form that conserves land and other natural and environmental resources, and that promotes transit, supports nearby commercial establishments, and takes advantage of infrastructure improvements installed to accommodate their intended intensities.
- Encourage creative residential developments and partnerships that result in desirable amenities and contribute to infrastructure needs.
- Incorporate smart growth principles in new residential subdivisions, multi-family projects, and Mixed Use Overlay areas.
- Accommodate the regional share of housing for all income groups.
- Increase homeownership in the City through education, availability and affordability.
- Apply criteria demonstrating appropriateness for converting mobilehome parks to ownership or alternative uses.

- Seek ways to eliminate all forms of discrimination based on race, ancestry, national origin or color, religion, sex, familial or marital status, disability, medical condition, age, sexual orientation, or source of income in obtaining housing.
- Maintain and enhance the existing housing stock as a source of low- and moderate-cost housing and as a conservation measure.
- Seek ways to eliminate substandard housing through continued enforcement of the Health and Safety Code and the provision of programs which facilitate the maintenance and rehabilitation of housing.
- Utilize code enforcement measures and incentive programs as necessary to ensure that building and safety regulations are met and to promote property maintenance.

The primary purpose of this RFP is to provide low-income families with long-term affordable housing through rehabilitation and/or redevelopment of deteriorated or obsolete dwellings or buildings in neighborhoods that are significantly blighted.

Successor Housing Agency assisted affordable project rents shall consist of the actual rent plus the utility allowance based on the current San Diego County Housing Authority utility allowance for the Section 8 program in Attachment I. Actual rents, example utility allowance and affordable HOME rents are identified by number of bedrooms in Attachment II. Attachment III provides summary of affordability guidelines for monthly housing rental restrictions for Successor Housing Agency assisted rental projects. Rental projects utilizing both Successor Housing Agency and HOME funds will use the lower of the two rent schedules.

Rehabilitated units must be rehabilitated to meet, at minimum, HUD's Housing Quality Standards (HQS) and local building code standards. Proposals which include rehabilitation of existing dwelling units must include provisions for acceptable hazard reduction of any asbestos and/or lead-based paint present in the structure. Any asbestos present and any lead-based paint must be addressed to the satisfaction and compliance of local, state and federal laws.

4. ELIGIBLE COSTS

The following is a list of eligible costs under HOME Program regulations:

- Development hard costs, such as site preparation, on- and off-site improvements, demolition, construction, major housing systems replacement, lead-based paint and asbestos abatement and utility connections.
- Costs of acquiring improved or unimproved real property for the inclusion in a project which will begin construction within a 12-month period.
- Development soft costs, such as architectural, engineering or related professional services, costs necessary to obtain financing, development fees, impact fees, certain limited legal costs associated with the development of the proposed project, costs to

provide information on fair housing and affirmative marketing to prospective tenants or homeowners, and relocation costs.

HOME funds may not receive final commitment from the City of Escondido until all necessary financing is secured, a budget and production schedule is established, underwriting, market assessment and subsidy layering is complete, and construction is expected to start within 12 months.

Costs must be necessary and must be consistent with the lowest reasonable cost, taking into consideration a project's scope and area. The minimum HOME investment in rental housing or homeownership is \$1,000 times the number of HOME-assisted units in the project. The minimum only relates to the HOME funds, and not to any other funds that might be used for project costs.

The maximum amount of HOME funds invested in a project shall not exceed the per unit dollar limits established by HUD as follows:

<u>No. Of Bedrooms</u>	<u>221(d)(3) Maximum Subsidy -Elevator- Type Projects</u>
0 Bedrooms	\$132,814
1 Bedrooms	\$152,251
2 Bedrooms	\$185,136
3 Bedrooms	\$239,506
4 Bedrooms	\$262,903

These are statutory maximums pursuant to HUD Information Bulletin CPD-2012-08. The City will give priority to projects which propose a subsidy amount less than the allowable maximum.

5. PROHIBITED COSTS

The following is a list of ineligible costs under HOME Program regulations:

- Project reserve accounts (except for initial operating deficit reserves) or operating subsidies.
- Assistance to a completed project previously assisted with City of Escondido HOME funds.
- Pay-off or reduction of existing debt on a property, unless refinancing is undertaken in conjunction with rehabilitation.

6. PROPOSAL REQUIREMENTS

Proposal requirements are outlined in the attached application.

7. **EVALUATION CRITERIA**

7.1. Threshold Criterion for All Applicants

See paragraphs 2.1, 2.2 and 2.3 under Eligible Applicants.

7.2. Criteria for Proposal Evaluation

- The applicant's ability to perform the administrative, managerial, and operational functions and to oversee the services necessary for the successful completion of the proposed project.
- Reasonableness of the applicant's timeline to receive commitments of leveraged funds in order to meet HOME fund commitment deadlines.
- The effectiveness of the proposed project in contributing to neighborhood improvement, stability, and elimination of blight.
- The effectiveness of the financing plan developed by the applicant for the long-term operation of the project.
- The effectiveness of the marketing plan and relocation plan (if applicable) developed by the applicant.
- The number of residents to be served as well as project cost on a per-bedroom basis.
- Reasonableness of the applicant's proposed timeline for project completion and achievement of full occupancy, and demonstrated ability to meet the timeline.
- The effectiveness of the proposed project in addressing identified housing priorities and in addressing the demonstrated needs of target residents.

8. **SELECTION PROCESS**

All submittals will be reviewed by Housing Division staff to determine responsiveness to the submittal requirements. Proposals deemed to be responsive will then be reviewed by Staff and ranked in accordance with the evaluation criteria. Staff will prepare recommendations for the City Council and finalists may be invited to make a presentation to the City Council.

The Housing Division reserves the right to request additional information on proposals submitted and may reject any and all proposals at its discretion.

9. **TIMELINE FOR LOAN CLOSING AND DISBURSEMENT OF FUNDS**

Proposals which receive favorable staff review and are recommended for funding will be presented to the City Council for conceptual approval. Upon approval by the City Council, the City of Escondido anticipates that agreement(s) for the use of funds be executed within 3 months after receipt of commitments of leveraged funds.

HOME funds will be formally committed once all preconditions have been met. These conditions may include submittal to the City of Escondido of the following items:

- Phase I Environmental Assessment;
- NEPA and CEQA Environmental Clearance;
- Evidence of commitments for all other financing for the project including a description of the terms and conditions of such financing;
- Updated preliminary title report; and
- Final plans and specifications.

The HOME Program requires that projects which include the acquisition of improved or unimproved real property must reasonably be expected to accomplish transfer of title within 6 months of the time that the City and the applicant enter into a legally binding agreement. Projects for the rehabilitation of existing rental units or the new construction of rental units shall reasonably be expected to start construction within 12 months of the time the City and the applicant enter into a legally binding agreement. The City reserves the right to cancel funding commitments, if projects are not proceeding satisfactorily towards commencement of the proposed activity.

Recipients will be required to execute a loan agreement, promissory note, deed of trust, regulatory agreement and related loan and construction documents. No funds will be disbursed until the loan has been closed. Following loan closing, funds will be disbursed only for work completed, and only upon presentation of payment requests in a form prescribed by the City, with supporting documentation attached.

The Housing Division will monitor and certify compliance with the provisions of contracts resulting from this RFP.

10. TIMELINE FOR COMPLETION OF WORK

HOME funds must be under contract by June 30, 2015. Projects must be completed, and occupancy by lower-income households achieved, by June 30, 2019. HOME Projects must be completed within 4 years of commitment. HOME-assisted rental units must be occupied by income-eligible households within 18 months of project completion. HOME-assisted homebuyer units must have a ratified sales contract within 9 months of construction completion.

11. CLARIFICATIONS AND ADDENDA

Requests for clarifications regarding this Request for Proposals should be directed to Karen Youel, Management Analyst, at (760) 839-4518 or by email at KYouel@escondido.org. Substantive changes in the submittal requirements, if any, will be made and issued in the form of an addendum that will be posted electronically on the Housing Division's website, located at <http://www.escondido.org/housing-division.aspx>. **Applicants are encouraged to check this website frequently as this will be the only manner in which Addendums (if any) will be released; no further Notices will be provided.**

12. CONDITIONS

By the act of submitting a proposal, respondent acknowledges and agrees to the terms and conditions of this RFP. All proposals become the property of the Housing Division.

ATTACHMENT I

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2015)

See Public Reporting Statement and Instructions on back

Locality Department of Housing and Community Development 3969 Ruffin Road, San Diego CA 92123-1690 Serving as the Housing Authority of the County of San Diego		Unit Type			Date (mm/dd/yyyy)			
Utility or Service (7/1/2014)	Monthly Dollar Allowances							
	0	1	2	3	4	5	6	
Heating	a. Natural Gas	3	4	5	6	7	8	10
	b. Bottle Gas	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	c. Oil / Electric	5	6	8	10	13	15	17
	d. Coal / Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cooking	a. Natural Gas	2	3	4	5	7	8	9
	b. Bottle Gas	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	c. Oil / Electric	3	4	5	6	7	8	10
	d. Coal / Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric	14	20	26	32	40	46	52	
Air Conditioning	1	1	1	1	2	2	2	
Water Heating	a. Natural Gas	9	12	16	19	24	28	32
	b. Bottle Gas	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	c. Oil / Electric	9	13	17	21	27	30	34
	d. Coal / Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Water	44	62	80	98	124	142	162	
Sewer	17	24	31	38	48	55	63	
Trash Collection	24	24	24	24	24	24	24	
Range/Microwave	7	7	7	7	7	7	7	
Refrigerator	8	8	8	8	8	8	8	
Other -- specify	Flat Rate Water:	19 All Bedrooms	Flat Rate Sewer:	20 All Bedrooms	Flat Rate Trash:	15 All Bedrooms		
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.					Utility or Service	per month cost		
Name of Family					Heating	\$		
					Cooking			
Address of Unit					Other Electric			
					Air Conditioning			
Number of Bedrooms					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Range/Microwave			
					Refrigerator			
					Other			
					Total	\$		

Previous editions are obsolete

Page 1 of 1

form HUD-52667 (12/97)

ref. Handbook 7420.8

http://www.sdcounty.ca.gov/sdhcd/docs/utility_allowance.pdf

ATTACHMENT II

HOME PROGRAM RENTS *

No. Of Bedrooms	Actual Rent	Utility Allowance***	Affordable Rent (Low HOME Rent)
Studio	\$623	\$83	\$706
1	\$662	\$94	\$756
2	\$805	\$103	\$908**
3	\$939	\$114	\$1,053**
4	\$1,047	\$130	\$1,177**

No. Bedrooms	Actual Rent	Utility Allowance***	Affordable Rent (High HOME Rent)
Studio	\$817	\$83	\$900**
1	\$873	\$94	\$967**
2	\$1,064	\$103	\$1,167**
3	\$1,226	\$114	\$1,340**
4	\$1,345	\$130	\$1,475

**

* Effective 6/1/2013

** Adjusted Low HOME Rent or High HOME Rent corrects for 2010-2012 incorrect hold harmless rent.

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

*** The utility allowance for your project proposal may differ from those included in this example. The utility allowance varies by the type of housing provided (e.g. apartment, townhouse, duplex, etc.), the appliances provided in the dwelling unit, and the utilities included in rent payments. The utility allowance provided here is for apartment dwellings that are provided with an electric heating system, electric stove, gas water heating and refrigerator.

ATTACHMENT III
APPLICATION FORM

Name of Organization/Corporation: _____

Address: _____

Contact Person: _____

Title: _____

Phone number: _____

Email address: _____

President, Board of Directors: _____

OR General Partner: _____

Number of Years Organization/Corporation in Existence: _____

COMPLETED PROPOSALS MUST INCLUDE ALL OF THE FOLLOWING THAT APPLY:

- *Application Form*
- *Project Summary Form*
- *Preliminary Planning Review Certification (Appendix A)*
- *Development Budget (Appendix B or C)*
- *Photographs of proposed site*
- *Most recent financial audit of year-end financial statement*
- *Organization Chart*
- *Certification Page*
- *List of Board of Directors with affiliations*
- *Copy of tax exemption ruling*
- *Articles of Incorporation*
- *Partnership Agreement*

Certified CHDOs and Nonprofit Applicants:

I hereby certify that I have been authorized by action of the Board of Directors to submit an application to the Housing Division of the City of Escondido in response to the Request for Proposals released by the City of Escondido, Housing Division, to provide long-term affordable rental housing or first-time homebuyer opportunities through rehabilitation and/or redevelopment of deteriorated housing.

I hereby certify that this organization achieved 501(c)(3) status at least one year ago.

Executive Director

Date

For-Profit Applicants:

I hereby certify that I have been authorized by action of the Board of Directors to submit an application to the Housing Division of the City of Escondido in response to the Request for Proposals released by the City of Escondido, Housing Division, to provide long-term affordable rental housing or first-time homebuyer opportunities through rehabilitation and/or redevelopment of deteriorated housing.

I hereby certify that this organization received its status as a corporation/partnership at least one year ago.

President

Date

PROJECT SUMMARY:

Name of Organization _____

Project Address _____

Assessor's Parcel Number(s) (APNs) _____

Number of Units (by bedroom/bath mix) _____

Amount of Affordable Housing Funds Requested \$ _____

Total Project Cost \$ _____

Expected Date of:

Acquisition _____

Rehabilitation/Redevelopment _____

Occupancy _____

Date of Certification of Preliminary Planning Review _____

Number of Subsidized Units (by bedroom/bathroom mix) _____

Total Per Unit Cost \$ _____

Total Per Bedroom Cost \$ _____

Total Per Unit Subsidy \$ _____

Total Per Bedroom Subsidy \$ _____

Percentage of Households Served: Under 30% AMI _____

Under 50% AMI _____

Under 60% AMI _____

Total _____

Expected Rent Range Per Unit For: 1 Bedroom _____ Estimated Sq. Ft. _____

2 Bedrooms _____ Estimated Sq. Ft. _____

3 Bedrooms _____ Estimated Sq. Ft. _____

4 Bedrooms _____ Estimated Sq. Ft. _____

Other (specify) _____

Type of Site Control _____

Number of Currently Occupied Units _____

Income Level of Current Households _____

Number of Potential Relocation Households _____

Date Relocation Notices Sent _____

1. ORGANIZATION:

- a. State your organization's/corporation's mission.
- b. Describe the past activities/experience of your organization/corporation.
- c. Describe how the activities you are proposing under this program fit with your organization's/corporation's current and planned future activities.
- d. Describe the administrative structure of your organization/corporation.
- e. Describe your organization/corporation's long term stability, including succession planning and ownership of developments.
- f. List the names and phone numbers of 3 persons that can provide references regarding your organization's/corporation's past activities.

2. PROJECT DESCRIPTION:

- a. Describe the project to be developed, including a narrative scope of work.
- b. Describe how the project will address issues related to blight.
- c. Attach a chart showing the anticipated timeline for the following activities: site acquisition, obtaining required planning approvals, funding availability from all sources, relocation activities, start and finish of rehabilitation and redevelopment activities, marketing, rent-up, full occupancy, and any other important activities associated with your project.

3. TECHNICAL CAPACITY:

- a. Describe your capability to administer a First-time Homebuyer, development, redevelopment and/or rehabilitation program.
- b. Describe your capability to maintain long-term (45 or 55 year) affordability restrictions.
- c. Describe the experience of the development team in real estate development, redevelopment and/or rehabilitation. Attach resumes of staff and consultants specifically assigned to this project.

4. MARKETING AND MANAGEMENT:

- a. Describe how the units will be marketed to low-income renters.
- b. Describe fair housing activities you will pursue.
- c. Describe how you will qualify potential renters.
- d. Property management:
 - 1. Will property management be in-house? If not, do you have a company selected?
 - 2. Describe previous property management experiences, including, if applicable, with rent-restricted dwelling units.
 - 3. Provide names and phone numbers of at least two references for property management.

5. NEIGHBORHOOD:

- a. Identify the neighborhood you will serve. Attach a map and identify boundaries.
- b. Attach census data for the census tract of the project site and describe how your project will serve the housing needs of the neighborhood.
- c. Summarize the condition of the housing stock in the neighborhood.
- d. Estimate the number of deteriorated dwelling units in the neighborhood.
- e. Document the sales prices of recent sales of units within the neighborhood.
- f. Document neighborhood services (public transportation, food stores, child care, etc.).
- g. Complete the following chart:

A. Location and Description of Property			
1. Street No.(s)	2. Street Name(s)	3. Census Tract	4. Assessor Parcel No.
5. Current Zoning (if recently changed, submit evidence)			
B. Type of Project/ Mark all that apply		Acq./Rehab ()	Ownership ()
		Redevelopment ()	Rental ()
1. Single Family () No. of Units	2. Multi-Family () No. of Units	3. No. of Stories	4. No. of Buildings
5. Detached () 6. Attached ()	7. Manufactured ()	8. Modules ()	9. Site Built ()
C. Building Information			
1. Year Built	2. Occupied Tenant () Owner ()	3. Vacant ()	4. Accessory Buildings
5. Foundation slab on grade () full bsmt. () partial bsmt. () crawl space ()	6. Utilities Water () Public () Private () Distance from site: _____ Sewer () Public () Private () Distance from site: _____	7. Site size	

6. DESCRIPTION OF LAND USE:

- a. Does your site/proposed project require any land use changes (i.e. density bonus, conditional use permit, variance)?
- b. Site Control:
 - 1. Current owner.
 - 2. Type of options and length of time the owner will allow.
- c. Attach preliminary planning review certification received from the Planning Division.
- d. State how many units are currently occupied on the proposed site. Provide information on experience with state and/or federal relocation law. Be sure to include relocation costs, if applicable, in your initial development budget.
- e. Attach copies of relocation notices provided to residents of currently occupied units, if any.

7. PROJECT FINANCING:

- a. Provide a development budget using one of the two provided financial pro forma templates (Attachment B or C)
- b. Identify proposed sources of funds (both private and public) and the dollar amounts for each respective source, and all uses of funds associated with the project. Please be specific about your source of funds and whether they are committed or uncommitted. If committed, attach evidence of commitments, including a description of the terms and conditions. Provide the name and phone number of a contact person to confirm committed sources of funds.
- c. Provide an operating budget for the project.
- d. Estimate the percentages of owner's equity, and public and private funds you will use for the initial property acquisition.
- e. State whether your project would be feasible with a lower amount of City funding than requested in this proposal.
- f. State the number of units by bedroom size and AMI that will be HOME-assisted. Estimate the amount of HOME subsidy per HOME-assisted unit.

8. PROJECT TIMELINE:

- a. Attach a chart showing the anticipated timeline for the following activities: site acquisition, obtaining required planning approvals, funding availability from all sources, relocation activities, start and finish of development or rehabilitation, marketing, rent-up, full occupancy, and any other important activities associated with your project.

9. OTHER:

- a. State anything else you would like us to know about the proposed project or your organization/corporation that is pertinent to this application. Please limit comments to one page.

Following is the rating sheet that the review panel will use to evaluate proposals.

**RATING SHEET
CRITERIA**

Name of Applicant: _____

Project Site Address: _____

Applicant meets threshold? ___ yes ___ no

THRESHOLD	YES	NO
Applicant in existence for at least one year		
Preliminary Planning Review		
EVALUATION CRITERIA	MAXIMUM POINTS	THIS APPLICATION
The applicant's ability to perform the administrative, managerial, and operational functions, and to oversee the services necessary for the successful completion of the proposed project.	19	
Reasonableness of the applicant's timeline to receive commitments of leveraged funds in order to meet HOME fund commitment deadlines	15	
The effectiveness of the proposed project in contributing to neighborhood improvement and stability.	15	
The applicant's proposed timeline for acquiring sites and beginning construction or rehabilitation.	15	
The effectiveness of the financing plan developed by the applicant for the long-term operation of the project.	12	
The effectiveness of the marketing plan and relocation plan (if applicable) developed by the applicant.	12	
The number of units to be acquired, rehabilitated, or constructed and rented or sold to low-income households as well as per bedroom cost.	12	
SUB-TOTAL	100	
Bonus Section	MAXIMUM POINTS	SCORE
Non-profit sponsor	4	
Redevelopment of Significant Blight	4	
Percentage of units (exceeding required 20%) to be occupied by households with an annual income at 50% or less of the area	4	
Percentage of units to be occupied by households with an annual income at 30% or less of the area	4	
Percentage of units with 3 or more bedrooms per units	4	
SUB-TOTAL	20	
TOTAL	120	

Reviewer: _____

City of Escondido, Housing Division
Appendix A

PRELIMINARY PLANNING REVIEW
SUBMITTAL DEADLINE IS SEPTEMBER 5, 2014

Applicant's Information:

Name of Organization: _____

Address: _____

Contact Person: _____

Phone: _____ FAX: _____

Project Information:

Project Address: _____

Assessor's Parcel Number (APN): _____

Project Description: _____

Does project propose any physical changes to the existing site plan? If so, please specify and attach site plan. _____

Are there any proposed exterior changes to existing structures? If so, please specify.

If this is an acquisition and rehabilitation project, please fill out BOTH columns. If this is a new construction project, please fill out column (2) only.

(1) Existing Unit Mix:

____ 1 Bd Units
____ 2 Bd Units
____ 3 Bd Units
____ 4 Bd Units
____ Total Units

(2) Proposed Unit Mix:

____ 1 Bd Units
____ 2 Bd Units
____ 3 Bd Units
____ 4 Bd Units
____ Total Units

Parking Conformance:

Acquisition and Rehabilitation Proposal

____ Parking spaces currently provided

New Construction Proposal

____ Parking spaces proposed

Open Space Conformance:

Acquisition and Rehabilitation Proposal

____ SF Open space currently provided

New Construction Proposal

____ SF Open space proposed

For Staff Use Only

		Notes and Comments
Zoning		
Is any discretionary or administrative permit required?		
Is design review required?		
Does project comply with zoning requirements?		
No. of Units _____ Density _____ Parking _____ Height _____	Permitted _____ Permitted _____ Required _____ Permitted _____	Proposed _____ Proposed _____ Proposed _____ Proposed _____
Setbacks Front _____ Street side _____ Interior side _____ Rear _____	Permitted _____ Permitted _____ Permitted _____ Permitted _____	Proposed _____ Proposed _____ Proposed _____ Proposed _____
General Plan Land Use Designation		
Floodplain Not in floodplain _____ 100 yr floodplain _____ 500 yr floodplain _____		FEMA Panel # _____
General Plan Designation		
General Plan Overlay		
Zoning Designation		
Zoning Overlays		
Historic Significance		
Year Built		

Reviewed by Planning Staff: _____ Date: _____

RESOURCES

City of Escondido

<http://www.escondido.org/>

DRAFT Consolidated Annual Performance and Evaluation Report For Fiscal Year 2012-2013

http://www.escondido.org/Data/Sites/1/media/PDFs/Housing/2012-2013_Draft_CAPER.pdf

Escondido General Plan

Adopted by the Escondido City Council May 23, 2012

<http://www.escondido.org/general-plan.aspx>

HOUSING ELEMENT (within the General Plan)

<http://www.escondido.org/Data/Sites/1/media/PDFs/Planning/GPUUpdate/GeneralPlanChapterIV.pdf>

Annual Housing Element Progress Report For 2013

<http://www.escondido.org/Data/Sites/1/media/PDFs/Housing/AnnualHousingElementReport.pdf>

Home Investment Partnerships (HOME) Program

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm>

Home Investment Partnerships (HOME) Program

Program Regulations: 2013 Final Rule 24CFR Part 92

<https://www.onecpd.info/home/home-final-rule/>

Senate Bill No. 341: An Act to Amend Section 34176 of, and to Add Section 34176.1 to, the Health and Safety Code, Relating to Redevelopment

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB341

San Diego Association of Governments (SANDAG)

<http://www.sandag.org/>

Additional links may be found on the City of Escondido's website

<http://www.escondido.org>

Appendix B

ACQUISITION / REHABILITATION

Financial Pro Forma Template

City of Escondido

TABLE 1

PROJECT DESCRIPTION
CITY OF ESCONDIDO

I. Site Address

II. Site Area

_____ SF
_____ Acres

III. Gross Building Area (GBA)

- A. Residential
 - Net Rentable Area _____ SF
 - Common Areas _____ SF
 - Total Gross Building Area - Residential _____ SF
- B. Retail
 - Net Leasable Area _____ SF
 - Common Areas _____ SF
 - Total Gross Building Area - Retail _____ SF
- C. Grand Total GBA _____ SF

IV. Construction Type

Type _____

V. Number of Stories

_____ Stories

VI. Unit Mix

		<u>Average Unit Size</u>
Residential		
Studio	_____ Units	_____ SF
One Bedroom	_____ Units	_____ SF
Two Bedroom	_____ Units	_____ SF
Three Bedroom	_____ Units	_____ SF
Total Number of Units	_____ Units	_____ SF

VII. Affordability Mix

Residential	
Market-Rate Units	_____ Units
Affordable Units	_____ Units
Total Residential	_____ Units

TABLE 1 (CONT'D.)

PROJECT DESCRIPTION
CITY OF ESCONDIDO

VIII. Parking

		Gross Building <u>Area</u>
A. Parking Type		
Attached Garage	_____ Spaces	_____ SF
Surface	_____ Spaces	_____ SF
Structured - Above Grade	_____ Spaces	_____ SF
Structured - Below Grade	_____ Spaces	_____ SF
Total Parking	_____ Spaces	_____ SF
B. Parking by Use		
Residential	_____ Spaces	
Retail	_____ Spaces	
Total Parking	_____ Spaces	
C. Parking Ratio		
Residential	_____ Spaces/Unit	
Retail	_____ Spaces/1,000 SF Retail	

TABLE 2

**DEVELOPMENT COSTS
CITY OF ESCONDIDO**

	<u>Totals</u>	<u>Notes</u>
I. Acquisition Costs		
APN# _____ / _____ SF	\$ _____	\$ _____ Per Existing Unit
APN# _____ / _____ SF	\$ _____	\$ _____ Per Existing Unit
APN# _____ / _____ SF	\$ _____	\$ _____ Per Existing Unit
APN# _____ / _____ SF	\$ _____	\$ _____ Per Existing Unit
Relocation	\$ _____	\$ _____ Per Existing Unit
Closing Costs	\$ _____	\$ _____ Allowance
Total Acquisition Costs	\$ _____	\$ _____ Per Existing Unit
II. Direct Costs		
Off-Site Improvements	\$ _____	\$ _____ Per SF Site
On-Site Improvements (1)	\$ _____	\$ _____ Per SF Site
Parking - Above Grade	\$ _____	\$ _____ Per Space - Above Grade
Parking - Below Grade	\$ _____	\$ _____ Per Space - Below Grade
Rehabilitation - Residential	\$ _____	\$ _____ Per SF GBA - Residential
Rehabilitation - Retail	\$ _____	\$ _____ Per SF GBA - Retail
Tenant Improvements - Retail	\$ _____	\$ _____ Per SF Net - Retail
Amenities/FF&E	\$ _____	Allowance
Contingency	\$ _____	% of Directs
Total Direct Costs	\$ _____	\$ _____ Per SF GBA
III. Indirect Costs		
Architecture & Engineering	\$ _____	_____ % of Directs
Permits & Fees	\$ _____	\$ _____ Per SF GBA
Legal & Accounting	\$ _____	_____ % of Directs
Taxes & Insurance	\$ _____	_____ % of Directs
Developer Fee	\$ _____	_____ % of Directs
Marketing/Lease-Up	\$ _____	_____ % of Directs
Contingency	\$ _____	_____ % of Indirects
Total Indirect Costs	\$ _____	_____ % of Directs
IV. Financing Costs		
Loan Fees	\$ _____	_____ % of Directs
Interest During Construction	\$ _____	_____ % of Directs
Interest During Lease-Up	\$ _____	_____ % of Directs
TCAC Fees/Syndication Costs (2)	\$ _____	_____ % of Directs
Operating/Lease-Up Reserves	\$ _____	_____ % of Directs
Total Financing Costs	\$ _____	_____ % of Directs

V. Total Development Costs	\$ _____	\$ _____	Per SF GBA
-----------------------------------	----------	----------	-------------------

Please check the appropriate statement:		Check box:
1. Prevailing wage requirements are included in the direct costs above.		
2. Prevailing wages are not reflected in the direct costs above.		

(1) Inclusive of landscaping and surface parking.
 (2) Applies to Low-Income Housing Tax Credit (LIHTC) projects.

TABLE 3

**NET OPERATING INCOME - RESIDENTIAL
CITY OF ESCONDIDO**

		Average Unit Size	# of Units	Monthly Rent	Rent/SF	Total Annual
I. Gross Scheduled Income (GSI)						
A. Market-Rate Units						
Studio	@ Market	SF		\$	\$	\$
One Bedroom	@ Market	SF		\$	\$	\$
Two Bedroom	@ Market	SF		\$	\$	\$
Three Bedroom	@ Market	SF		\$	\$	\$
Total/Average - Market-Rate Units		SF		\$	\$	\$
B. Affordable Units						
Studio	@ ___% AMI	SF		\$	\$	\$
Studio	@ ___% AMI	SF		\$	\$	\$
Studio	@ ___% AMI	SF		\$	\$	\$
One Bedroom	@ ___% AMI	SF		\$	\$	\$
One Bedroom	@ ___% AMI	SF		\$	\$	\$
One Bedroom	@ ___% AMI	SF		\$	\$	\$
Two Bedroom	@ ___% AMI	SF		\$	\$	\$
Two Bedroom	@ ___% AMI	SF		\$	\$	\$
Two Bedroom	@ ___% AMI	SF		\$	\$	\$
Three Bedroom	@ ___% AMI	SF		\$	\$	\$
Three Bedroom	@ ___% AMI	SF		\$	\$	\$
Three Bedroom	@ ___% AMI	SF		\$	\$	\$
Total/Average - Affordable Units		SF		\$	\$	\$
C. Add: Other Income @				\$ /Unit/Month		\$
D. Total Gross Scheduled Income		SF		\$	\$	\$
II. Effective Gross Income (EGI)						
(Less) Vacancy @				% of GSI		(\$)
Total Effective Gross Income						\$
III. Operating Expenses						
(Less) Operating Expenses						(\$)
(Less) Service Amenities						(\$)
(Less) Replacement Reserves						(\$)
(Less) Property Taxes						(\$)
Total Operating Expenses						(\$)
IV. Net Operating Income (NOI) - Residential						\$

TABLE 4

**NET OPERATING INCOME - RETAIL
CITY OF ESCONDIDO**

	<u>SF</u>	<u>Rent/SF</u>	<u>Total Annual</u>
I. Gross Scheduled Income (GSI)			
Retail	_____	\$ _____ /SF/Month/NNN	\$ _____
Total/Average Retail GSI	_____	\$ _____	\$ _____
II. Effective Gross Income (EGI)			
(Less) Vacancy - Retail		_____ % of GSI - Retail	\$ _____
Total Effective Gross Income			\$ _____
III. Operating Expenses			
(Less) Retail Operating Expenses @			(\$ _____)
Total Operating Expenses			(\$ _____)
IV. Net Operating Income (NOI) - Retail			\$ _____

TABLE 5

**FINANCING SURPLUS/(DEFICIT)
CITY OF ESCONDIDO**

I. Sources of Funds

A. Supportable Debt (1)		\$	_____
B. Market Value of Tax Credits (2)		\$	_____
C. Deferred Developer Fee		\$	_____
D. Income During Construction/Lease-Up		\$	_____
E. Equity Contribution		\$	_____
F. Other: _____		\$	_____
G. Other: _____		\$	_____
H. Total Supportable Investment		\$	_____

II. (Less) Development Costs (Table 2) (\$ _____)

III. Financing Surplus/(Deficit) \$ _____

(1) Supportable Debt assumptions:

Net Operating Income - Residential		\$	_____
Net Operating Income - Retail		\$	_____
Total Net Operating Income		\$	_____
Debt Service Coverage Ratio @			_____
Interest Rate @			_____ %
Term (Years)			_____ Years
Annual Debt Service		\$	_____

(2) Tax Credit assumptions:

A. Threshold Basis Limits:

	<u># of units</u>	<u>Per Unit</u>	
Studio	_____	\$	_____
One Bedroom	_____	\$	_____
Two Bedroom	_____	\$	_____
Three Bedroom	_____	\$	_____
Subtotal Threshold Basis Limits		\$	_____
Add: Basis Adjustments		\$	_____
Add: Impact Fees		\$	_____
Total Threshold Basis Limit		\$	_____

B. Estimate of Eligible Basis:

Total Development Costs		\$	_____
(Less) Ineligible Costs		\$	_____
Eligible Basis		\$	_____
Acquisition Basis		\$	_____
Rehabilitation Basis		\$	_____
Subtotal		\$	_____

C. Tax Credit Proceeds:

Maximum Eligible Basis (Lesser of A or B)		\$	_____
Acquisition Basis/Applicable Factor		%	_____
Impacted Bonus Factor (Rehabilitation Basis)		%	_____
Acquisition Basis and Rehabilitation Basis (inc. Bonus Factor)		\$	_____
Tax Credit Rate @		%	_____
Total Tax Credits @		10	_____
Limited Partner Share		%	_____
Present Market Value @		%	_____

APPENDIX C

NEW CONSTRUCTION

Financial Pro Forma Template

City of Escondido

TABLE 1

PROJECT DESCRIPTION
CITY OF ESCONDIDO

I. Site Address

II. Site Area

_____ SF
_____ Acres

III. Gross Building Area (GBA)

A. Residential

Net Rentable Area _____ SF
Common Areas _____ SF
Total Gross Building Area - Residential _____ SF

B. Retail

Net Leasable Area _____ SF
Common Areas _____ SF
Total Gross Building Area - Retail _____ SF

C. Grand Total GBA

_____ SF

IV. Construction Type

Type _____

V. Number of Stories

_____ Stories

VI. Unit Mix

Residential

Studio _____ Units _____ SF
One Bedroom _____ Units _____ SF
Two Bedroom _____ Units _____ SF
Three Bedroom _____ Units _____ SF
Total Number of Units - Rental _____ Units _____ SF

Average
Unit Size

VII. Affordability Mix

Residential

Market-Rate Units _____ Units
Affordable Units _____ Units
Total Residential _____ Units

TABLE 1 (CONT'D.)

PROJECT DESCRIPTION
CITY OF ESCONDIDO

VIII. Parking

		Gross Building <u>Area</u>
A. Parking Type		
Attached Garage	_____ Spaces	_____ SF
Surface	_____ Spaces	_____ SF
Structured - Above Grade	_____ Spaces	_____ SF
Structured - Below Grade	_____ Spaces	_____ SF
Total Parking	_____ Spaces	_____ SF
B. Parking by Use		
Residential	_____ Spaces	
Retail	_____ Spaces	
Total Parking	_____ Spaces	
C. Parking Ratio		
Residential	_____ Spaces/Unit	
Retail	_____ Spaces/1,000 SF Retail	

TABLE 2

**DEVELOPMENT COSTS
CITY OF ESCONDIDO**

	<u>Totals</u>	<u>Notes</u>
I. Acquisition Costs		
APN# _____ / _____ SF	\$ _____	\$ _____ Per SF Site
APN# _____ / _____ SF	\$ _____	\$ _____ Per SF Site
APN# _____ / _____ SF	\$ _____	\$ _____ Per SF Site
APN# _____ / _____ SF	\$ _____	\$ _____ Per SF Site
Closing Costs	\$ _____	Allowance
Total Acquisition Costs	\$ _____	\$ _____ Per SF Site
II. Direct Costs		
Off-Site Improvements	\$ _____	\$ _____ Per SF Site
On-Site Improvements (1)	\$ _____	\$ _____ Per SF Site
Parking - Above Grade	\$ _____	\$ _____ Per Space - Above Grade
Parking - Below Grade	\$ _____	\$ _____ Per Space - Below Grade
Shell Construction - Residential	\$ _____	\$ _____ Per SF GBA - Residential
Shell Construction - Retail	\$ _____	\$ _____ Per SF GBA - Retail
Tenant Improvements - Retail	\$ _____	\$ _____ Per SF Net - Retail
Amenities/FF&E	\$ _____	Allowance
Contingency	\$ _____	% of Directs
Total Direct Costs	\$ _____	\$ _____ Per SF GBA
III. Indirect Costs		
Architecture & Engineering	\$ _____	% of Directs
Permits & Fees	\$ _____	\$ _____ Per SF GBA
Legal & Accounting	\$ _____	% of Directs
Taxes & Insurance	\$ _____	% of Directs
Developer Fee	\$ _____	% of Directs
Marketing/Lease-Up	\$ _____	% of Directs
Contingency	\$ _____	% of Indirects
Total Indirect Costs	\$ _____	% of Directs
IV. Financing Costs		
Loan Fees	\$ _____	% of Directs
Interest During Construction	\$ _____	% of Directs
Interest During Lease-Up	\$ _____	% of Directs
TCAC Fees/Syndication Costs (2)	\$ _____	% of Directs
Operating/Lease-Up Reserves	\$ _____	% of Directs
Total Financing Costs	\$ _____	% of Directs

V. Total Development Costs	\$ _____	\$ _____	Per SF GBA
-----------------------------------	----------	----------	-------------------

Please check the appropriate statement:	Check box:
1. Prevailing wage requirements are included in the direct costs above.	<input type="checkbox"/>
2. Prevailing wages are not reflected in the direct costs above.	<input type="checkbox"/>

(1) Inclusive of landscaping and surface parking.
 (2) Applies to Low-Income Housing Tax Credit (LIHTC) projects.

TABLE 3

**NET OPERATING INCOME - RESIDENTIAL
CITY OF ESCONDIDO**

		Average Unit Size	# of Units	Monthly Rent	Rent/SF	Total Annual
I. Gross Scheduled Income (GSI)						
A. Market-Rate Units						
Studio	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Total/Average - Market-Rate Units		_____ SF	_____	\$ _____	\$ _____	\$ _____
B. Affordable Units						
Studio	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Studio	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Studio	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Total/Average - Affordable Units		_____ SF	_____	\$ _____	\$ _____	\$ _____
C. Add: Other Income @			\$ _____/Unit/Month			\$ _____
D. Total Gross Scheduled Income		_____ SF	_____	\$ _____	\$ _____	\$ _____
II. Effective Gross Income (EGI)						
(Less) Vacancy @			_____ % of GSI			(\$ _____)
Total Effective Gross Income						\$ _____
III. Operating Expenses						
(Less) Operating Expenses						(\$ _____)
(Less) Service Amenities						(\$ _____)
(Less) Replacement Reserves						(\$ _____)
(Less) Property Taxes						(\$ _____)
Total Operating Expenses						(\$ _____)
IV. Net Operating Income (NOI) - Residential						\$ _____

TABLE 4

**NET OPERATING INCOME - RETAIL
CITY OF ESCONDIDO**

	<u>SF</u>	<u>Rent/SF</u>	<u>Total Annual</u>
I. Gross Scheduled Income (GSI)			
Retail		\$ _____ /SF/Month/NNN	\$ _____
Total/Average Retail GSI	_____	\$ _____	\$ _____
II. Effective Gross Income (EGI)			
(Less) Vacancy - Retail		_____ % of GSI - Retail	\$ _____
Total Effective Gross Income			\$ _____
III. Operating Expenses			
(Less) Retail Operating Expenses @			(\$ _____)
Total Operating Expenses			(\$ _____)
IV. Net Operating Income (NOI) - Retail			\$ _____

**FINANCING SURPLUS/(DEFICIT)
CITY OF ESCONDIDO**

I. Sources of Funds

A.	Supportable Debt (1)		\$	_____
B.	Market Value of Tax Credits (2)		\$	_____
C.	Deferred Developer Fee		\$	_____
D.	Income During Construction/Lease-Up		\$	_____
E.	Equity Contribution		\$	_____
F.	Other:		\$	_____
G.	Other:		\$	_____
H.	Total Supportable Investment		\$	_____

II. (Less) Development Costs (Table 2) (\$ _____)

III. Financing Surplus/(Deficit) \$ _____

(1) Supportable Debt assumptions:

Net Operating Income - Residential	\$	_____
Net Operating Income - Retail	\$	_____
Total Net Operating Income	\$	_____
Debt Service Coverage Ratio @		_____
Interest Rate @		_____ %
Term (Years)		_____ Years
Annual Debt Service	\$	_____

(2) Tax Credit assumptions:

A. Threshold Basis Limits:

	# of units	Per Unit	
Studio	_____	\$	\$ _____
One Bedroom	_____	\$	\$ _____
Two Bedroom	_____	\$	\$ _____
Three Bedroom	_____	\$	\$ _____
Subtotal Threshold Basis Limits			\$ _____
Add: Basis Adjustments			\$ _____
Add: Impact Fees			\$ _____
Total Threshold Basis Limit			\$ _____

B. Estimate of Eligible Basis:

Total Development Costs	\$	_____
(Less) Ineligible Costs	\$	_____
Eligible Basis	\$	_____

C. Tax Credit Proceeds:

Maximum Eligible Basis (Lesser of A or B)		\$	_____
(Less) Basis Amount Voluntarily Excluded		%	\$ _____
Total Requested Unadjusted Basis			\$ _____
Impacted Bonus Factor		%	\$ _____
Tax Credit Qualified Units/Applicable Factor		%	\$ _____
(Less) Voluntary Credit Reduction			\$ _____
Tax Credit Rate @		%	\$ _____
Total Tax Credits @		10	\$ _____
Limited Partner Share		%	\$ _____
Present Market Value @		%	\$ _____

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: August 6, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project

RECOMMENDATION:

The Utilities Department requests that City Council:

1. Adopt Resolution No. 2014-116 authorizing the Mayor and City Clerk to execute the Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$12,381,800 for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project.
2. Adopt Resolution No. 2014-119 authorizing the Mayor and City Clerk to execute the Consulting Agreement with RBF Consulting in the amount of \$847,592 for Construction Management Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project.
3. Adopt Resolution No. 2014-120 authorizing the Mayor and City Clerk to execute the Consulting Agreement with Black & Veatch Corporation in the amount of \$84,380 for Engineering Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project.
4. Adopt Resolution No. 2014-121 authorizing the Mayor and City Clerk to execute the Consulting Agreement with Water Synergy Inc. in the amount of \$106,904 for Engineering Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project.
5. Approve a budget adjustment in the amount of \$4,529,609.

FISCAL ANALYSIS:

The Escondido-Vista Water Treatment Plant Onsite Generation Project CIP 701001 currently has \$6,370,000 available. A budget adjustment of \$4,529,609 from Unallocated Reserves is required to complete the project. Vista Irrigation District (VID) will be responsible for 20% of the cost of the project as a CIP Reimbursement in the amount of \$2,692,594.

PREVIOUS ACTION:

The original Consulting Agreement to perform Phase II – Detailed Design was approved at the City Council Meeting on February 16, 2011, as Resolution No. 2011-125 in the amount of \$619,014. The First Amendment to the Consulting Agreement with Black & Veatch Corporation was approved at the City Council Meeting on February 1, 2012, as Resolution No. 2012-15 in the amount of \$214,707.

On April 6, 2011, the VID Board approved VID's participation in the design phase of the Escondido-Vista Water Treatment Plant (EVWTP) Disinfection and Electrical System Upgrades Project. On January 18, 2012, the VID Board approved VID's participation in Amendment No. 1 to the Consulting Agreement with Black & Veatch Corporation. VID staff is going to the VID Board of Directors on August 6, 2014 to approve VID's participation in the construction phase of the Escondido-Vista Water Treatment Plant and Electrical System Upgrades Project (Project).

BACKGROUND:

This project will replace the existing disinfection system and aging plant electrical power systems at the 38-year-old Escondido-Vista Water Treatment Plant (WTP). The main elements of this project include: 1) replacing the existing disinfection system with a system that converts salt to sodium hypochlorite onsite (including new brine and sodium hypochlorite storage tanks, metering and application of the sodium hypochlorite); 2) replacing the existing chlorine dioxide system with a new a chlorine dioxide system that is compatible with sodium hypochlorite; 3) furnishing new emergency power generators capable of delivering the peak power demand of the Water Treatment Plant and new disinfection equipment; 3) replacing aging and undersized 480 VAC electrical switchgear and conductors; and 5) integrating all the new systems with the WTP's existing monitoring and control system. All of these upgrades will allow the City to provide a safer working environment for City Staff and increase efficiencies and reliability in providing clean drinking water for the public.

During the design phase, a Request for Proposal (RFP) was issued to four consultants for construction management (CM) services for the Project and only three proposals were received. A panel that included representatives from the City and VID met on October 16, 2013, to evaluate and discuss each proposal. The consensus from the panel was to award the CM services for the Project to RBF Consulting.

In addition, Water Synergy, Inc. was selected to perform the submittal review for the Project and Black & Veatch Corporation will provide engineering services during construction.

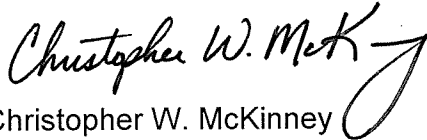
Included in the total Project costs are SDG&E fees for relocating and removing existing overhead electric lines, extending and removing underground electric lines, and other related costs to serve the Project.

Competitive bids were opened by the City Clerk's representative on June 19, 2014, with the following results:

- | | |
|--|--------------|
| 1) Pacific Hydrotech Corporation, Perris, CA | \$12,381,800 |
|--|--------------|

2) Norman A. Olsson Construction, Orange, CA	\$13,326,000
3) PCL Construction, Inc., Corona, CA	\$13,951,315
4) Environmental Construction Inc., Woodland Hills, CA	\$13,392,367
5) Gateway Pacific Contractors, Inc., Sacramento, CA	\$14,203,260
6) Disney Construction, Burlingame, CA	\$15,033,333
7) TC Construction, Santee, CA	\$15,929,000

Respectfully submitted,



Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2014-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH PACIFIC HYDROTECH CORPORATION, FOR THE CONSTRUCTION OF THE ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project (the "Project"); and

WHEREAS, the City of Escondido opened sealed bids for the Project on June 19, 2014; and

WHEREAS, the Director of Utilities has determined Pacific Hydrotech Corporation to be the lowest responsive and responsible bidder, and recommends awarding the bid in the amount of \$12,381,800 to Pacific Hydrotech Corporation; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to Pacific Hydrotech Corporation.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the

Director of Utilities and finds Pacific Hydrotech Corporation to be the lowest responsive and responsible bidder.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement (“Agreement”) with Pacific Hydrotech Corporation. A copy of the Agreement is attached as Exhibit “1” and is incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

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

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

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

ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION & ELECTRICAL SYSTEM UPGRADES

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

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of **Twelve Million Three Hundred Eighty One Thousand Eight Hundred Dollars (\$12,381,800)**.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **seven hundred thirty (730) calendar days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until

work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the overall project is delayed **one (1) calendar day or more**, the rate shall be \$700/day.

Acknowledged:

Initials of Principal

6. In the event CONTRACTOR for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.

7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
 - (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
 - (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.

 - (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or

corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.

- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

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

- 8. (a) CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (1) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less that **\$3,000,000 per occurrence**.
 - (2) Course of Construction / Builder's Risk Insurance See 5.2 of General Conditions.
 - (3) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (A) Automotive and truck where operated in amounts as above
 - (B) Material hoist where used in amounts as above
 - (4) Workers' Compensation Insurance.
- (b) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.
 - (2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in

California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

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

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

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

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

10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be

physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents include in the definition set forth in the General Conditions made a part hereof.
14. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

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

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

Contractor's License No.

Tax ID/Social Security No.

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

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

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

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

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

ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION & ELECTRICAL SYSTEM UPGRADES

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

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

PROVIDED, that

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

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

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

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____

Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

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

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

ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION & ELECTRICAL SYSTEM UPGRADES

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

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

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

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

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

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

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

Dated: _____

Contractor

By: _____

Signature

SAMPLE NOTICE
(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)
TO THE PEOPLE ON THIS STREET:

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

ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION & ELECTRICAL SYSTEM UPGRADES

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

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Utilities Construction Manager, 760-839-4078. The name and phone number of the contractor are given below.

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

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

RESOLUTION NO. 2014-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH RBF CONSULTING FOR THE ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT

WHEREAS, the City of Escondido desires construction management services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project (the "Project"); and

WHEREAS, the City of Escondido and Vista Irrigation District received and reviewed proposals from three consulting firms and RBF Consulting was selected for the Project; and

WHEREAS, RBF Consulting has the personnel and expertise to manage the construction of the Project; and

WHEREAS, City of Escondido staff have completed negotiations with RBF Consulting for said construction management services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$847,592.

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with RBF Consulting. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Craig Whittemore
760-839-4038
("CITY")

And: RBF Consulting
9755 Clairemont Mesa Blvd.
San Diego, CA 92124-1333
Attn: Wayne Papac
858-810-1406
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide construction management for the construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$847,592. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own 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 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its 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.
 - c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

(Consultant name)

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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



9755 Clairemont Mesa Boulevard
San Diego, CA 92124-1333
858.614.5000
858.614.5001 Fax
www.rbf.com
www.mbakercorp.com

September 19, 2013

City of Escondido
Utilities Department
1521 South Hale Avenue
Escondido, CA 92029
ATTN: Neil Greenwood, Utilities Project Construction Manager

Re: Proposal to provide Construction Management for the Construction of an On-site Chlorine Generation System

Dear Mr. Greenwood:

The City of Escondido (City) is a valued client of RBF Consulting (RBF) and we sincerely look forward to maintaining this long-term, mutually beneficial relationship. Our team is poised to provide excellent client service, technical competence, and a strong commitment to achieve the City's goals for the installation and start-up of a chlorine generation system at the City of Escondido Water Treatment Facility.

Garnered from over 68 years of design and construction experience, RBF has an excellent understanding of the necessary steps and interactions required to make this project a success. We offer the City a structured approach, and committed staff with appropriate experience to deliver the project.

Our proposal and not-to-exceed fee estimate are enclosed. We look forward to the opportunity to be of continued service to the City of Escondido. Please do not hesitate to contact me by phone at (858) 810-1406, or via email at nwpapac@rbf.com.

Sincerely,

RBF Consulting, a company of Michael Baker Corporation

A handwritten signature in black ink, consisting of several vertical, slightly wavy lines on the left and a horizontal line extending to the right.

Wayne Papac, Project Manager
Vice President | Construction Management

Proposed Scope

TASK 1: PRE-CONSTRUCTION SERVICES

- Work closely with the City and the Design Team to develop comprehensive bid documents (Front End).
- Receive and respond to bidder's questions including drafting of addenda (if required), and participate in the City's pre-bid and bid opening meetings.
- Prepare any required schedules, estimates and reports during the pre-construction phase.

TASK 2: CONSTRUCTION SERVICES

Provide experienced construction inspectors to perform full-time observation of the construction activities. The construction contract duration is estimated to be 18 months. The construction inspector will observe and document the work and its conformance with the plan and specification requirements. The construction inspector's duties will also consist of the following activities:

- Preparation of written daily field reports for submittal to the City. Reports will include work performed, labor and equipment utilized, and a discussion of any work not conforming the plans and specifications.
- Provide all soils and material testing and documenting reports.
- Observe all construction and coordinate observation of special construction including excavation, backfill, and all piping and connections to existing facilities.
- Perform photographic documentation of construction activities in digital format.
- Observe and record all major materials delivery to the site to document they are in accordance with the specifications and approved shop drawings.
- Coordinate, review and observe all equipment testing and start up.
- Coordinate with City staff in the commissioning and startup of the completed facility.
- Provide special inspections not required of the contractor.
- Update project red line drawings during construction and review contractor red lines during course of construction.

TASK 3: CONSTRUCTION MANAGEMENT SERVICES

- Conduct weekly (or more often as needed) progress meetings including job progress and schedule meetings with the Contractor, the City and others as necessary. Prepare and distribute meeting minutes via email.

 **Construction Management for the
Construction of an On-Site Chlorine Generation System**

- Administer and track all "Submittal", "Request for Information", "Contractor's Request for Change Order", and other related forms. Provide appropriate response and/or recommendations to and from the City. Consult with City and Design Team on all technical matters. Notify all parties of issues that impact critical path schedule. Negotiate and recommend Change Orders on behalf of the City. Coordinate with Design Team as necessary.
- Monitor project permit conditions and related expiration dates and inform the City and Contractor when non-compliance is observed.
- Monitor and ensure Contractor's compliance with all requirements of project design specifications and drawings.
- Monitor Contractor's schedule each week, including the previous weeks' progress and Contractor's anticipated work. Make recommendations as necessary and inform the City as necessary of schedule issues.
- Process monthly progress pay estimates, including review of Contractor's work progress with the City representative, review for accuracy, and compare with actual work completed; make appropriate recommendations to the City on payment issues.
- Provide document control including processing and filing all project correspondence, documents, and drawings, including conversion of all received documents into PDF format. The Construction Manager is to handle all paperwork between all parties.
- Prepare monthly construction management reports to include a detailed description of work completed, schedule status, submittals status, RFI status, design revision status, progress payment and overall contract status, and project photographs. The monthly reports will be prepared in a City-provided format including color copies of the digital photographs with captions of work performed. Electronic copies of the monthly reports will be provided to the City and other parties as requested.
- Conduct and coordinate preliminary and final walk-throughs with punch lists, start-up and testing, and closeout.
- Provide all soils and materials testing, electrical and I & C testing per the Contract requirements.

Approach to Accomplish the Work

PROJECT MANAGEMENT APPROACH

Our project specific quality assurance plan begins with development of a Construction Management Manual, customized for the project. This document specifies our duties, level of effort by our inspectors, and reporting procedures. We recommend Mini-Partnering with the contractor to ensure they understand the project requirements, and the process allows for development of trust and respect on the delivery team. We work closely with the contractor to establish important milestone goals and the method for their achievement.



We also develop a project-specific Contractor handbook that includes all the forms and instructions to use them, in the delivery of the project. Utilization of the cost loaded schedule encourages, and guides the contractor how to properly plan and invoice his progress. Our document control system is not proprietary and is available to the entire delivery team. Logging, tracking, and reporting of all contract facets are included in our system. We follow these processes throughout the project, start-up, and closeout.

Importance of Contractor Construction Review

Our approach to Contractor Construction Review is to review and discuss the project requirements in detail with the construction contractor prior to their planning and executing of the work and after we have performed a detailed review of the documents. Focusing on site, environmental and technical constraints that are not indicated on the drawings, as well as alternatives to mitigate difficulties, we utilize our local experience and identify issues that have resulted in previous change orders or confusion on the part of contractors, and resolve them. This established process and our experience in completing this type of work for multiple local treatment plants affords us an unparalleled amount of knowledge and earned expertise in regards to local conditions and how bidding contractors will view the project.

Setting the Tone for Professional and Consistent Contract Management is Critical

Having worked with most of the local contracting community, RBF has a reputation for being firm but fair in the resolution of project issues. Our approach to stakeholder management is to treat each stakeholder in a consistently professional manner. Once the contractor understands our expectations—that the documents are being consistently interpreted and that all stakeholders are treated in a fair and equitable manner—they will respond in kind, thereby creating fewer problems in administering the project. The Contract Documents set the standards of construction and the reasonable interpretation of these documents will make for a harmonious construction management atmosphere.

Weather and Environmental Issues are Key Factors

Due to the site being exposed to weather and environmental considerations, the weather season could bring favorable or unfavorable factors, depending on actual rainfall. Particular attention should be given to the January-through-March time frame for potential weather impacts and SWPPP compliance. Although each project will contain unique characteristics, adherence to the latest stormwater requirements is critical to ensure project success. During this period, we will work closely with the contractor's construction schedule to minimize any loss in productivity and/or work product. In the event weather or environmental issues became a significant factor, we will work with the City and the contractor to reprioritize activities to maintain production by addressing any activity that could begin concurrently or looking for areas to extend working hours or locations.

METHODOLOGY

Construction Management Procedures

Upon award of the contract, RBF's Project Manager and key personnel will begin to interface with the City of Escondido and refine our existing Construction Management Project Manual for all tasking, including pre-construction efforts to ensure QA/QC of both internal and sub-consultant staff. We will ensure that City standards, processes, and expectations are fully understood and incorporated into our manual. We will also ensure that our intra-communications systems are optimized with the City's and develop all information required to support the contractor's needs in tasking the field and executing the contract.



The Construction Management Manual will incorporate all measures to fully ensure we meld personnel into the project requirements as a seamless team and come up to full production immediately to ensure an accurate, effective and timely plan implementation.

Pre-Construction Services

Our team will immediately begin providing pre-construction services to the City on the project, if requested. During this time frame, we will also prepare the team for mobilization in the field. Our Project Manager, Wayne Papac, will follow the project approved plan and prepare the entire team for its duties in the field. Our key team members, along with the City's Project Manager and staff, will be positioned and ready at the time of contract award.

Inspection Plan

As part of our Construction Management Manual, a Construction QA/QC and Inspection Work Hours Loading Plan will be tailored for the project. This aspect is critical to the overall success of the project to ensure field inspection meets City expectations and RBF's objectives.

Controls and Scheduling

To measure each contractor's performance during project construction, the team proposes to use an integrated control system. It will also allow early impact assessment of any long lead delivery items. We will also monitor performance to ensure that the contractor's assessment of monthly progress is correct. Accurate progress measurement is essential in determining earned value for the work accomplished. Earned value represents what it should have cost (based on the budget) for the work that has been performed. The earned value approach to performance measurement allows for cost and schedule variance analysis.

Other management tools using the earned value approach include schedule markers that provide indicators of the contractor's ability to recover from behind-schedule conditions. The earned value performance measurement approach will be performed in a systematic and documented process throughout construction. A variety of reports can be used for analysis and trending of performance measurement data.

Depending upon project size we will utilize Primavera or Microsoft Project as the primary schedule module in our integrated controls system. We will maintain detailed construction contract schedules that can be summarized to program summary level schedules and trend analyses. A detailed CPM schedule will be maintained at the contract work level. The contractor will be required to develop detailed schedules and be required to provide that data in a standardized format for ease of integration. Schedule reviews with the contractor will be conducted monthly.

Estimating

Cost estimates form the cornerstone of our project control activity and are integral to scheduling duration of activities, establishing quantities for progress measurement and planning resources. Estimates will be prepared and updated regularly. Our Project Manager, Wayne Papac, brings knowledge of the local construction market and direct experience with pipeline and facility projects for increased accuracy of our estimates. Benefits of our estimating system include:

- Evaluates bids and contractor's cost loaded schedules
- Provides for reviewing progress payments



- Facilitates analyzing of change orders and claims

Document Control

Our team will continue to utilize a non-proprietary PC-based Document Control System that the all stakeholders are familiar with based on our previous project experience. As illustrated on such previous projects, our system integrates with existing County software for receipt, indexing, tracking, filing, distribution and retrieval of all contract records and documents including RFIs, submittals, RFCs, design clarifications, RFPs, proposals, payment applications, shop drawings, change orders, contract documents, as-builts, Notice of Completion, etc. Our dependable Document Control System provides:

- Reduced administrative costs
- Cross-referencing of documents
- Electronic document retrieval
- The key to managing claims

Ease of Communication

RBF utilizes PDA type cellular telephones and iPads for communications between all field employees, enabling rapid communication between office staff and field personnel including sharing of plans, specifications and necessary documents. We propose expanding our existing web site that will interface the City, CMIS team and contractor's interchange of documentation, such as meeting minutes, RFIs and record of project site communication.

The proposed website contains a Group-Ware suite containing a base system and different modules. The modules are designed so that groups of people can collaborate online. Modules we currently use consist of a File System to enable any team member to log on and retrieve previously transmitted documents. The File System module is used to store files online and share them with others. It looks like the user-friendly and intuitive file manager people would expect, making file sharing easy.

Change Orders and Claims Management

All too often during the construction phase of a project, the designers issue field clarifications or design bulletins with expensive and time-consuming solutions to inexpensive problems. One value added is our ability to work with City staff to assure that when changes are authorized, they represent an appropriate and cost-effective benefit to the project. Our approach to change order management involves the following steps:

- Establish written procedures for evaluating potential changes, including a responsibility/assignment matrix and flow chart for processing the change
- Maintain potential change and actual change order tracking logs
- Perform a preliminary evaluation of change requests from any party for appropriateness, cost-effectiveness, City confirmation of entitlement and time impact prior to issuing it to the contractor for quotation



- Prepare independent estimates and schedule impact analyses for proposed changes to be used as a baseline for negotiations
- Maintain a fair and objective approach to negotiations
- Assure that appropriate changes are authorized in a timely manner

Many of the procedures listed above are also part of our claims management procedures. In addition, we propose that the use of a dispute resolution ladder will help to resolve issues or, at a minimum, help to focus the dispute to its essential elements. When directed, the team will provide schedule impact analysis, cost analysis, factual historical background, timeline, alternate responsibility scenarios, supporting contract terms or other appropriate data and analysis in support of the City's defense against claims.

Monthly Reporting

Subsequent to each monthly progress payment, the team will prepare a monthly Construction Management Status Report. The report will review the month's field activities, the status of submittals, RFIs, etc. as well as detail current contract status. We will also provide a baseline versus actual look at the monthly and cumulative billing. Through our experience, we have found that this is one of the best ways to indicate upcoming construction schedule problems.

Start-Up and Closeout

As the construction contract enters the completion phase, the PM/RE will work with appropriate entities to develop a functional testing, connection and start-up plan. We will use our experience with the City as a basis for coordinating with Engineering and Operations staff, as we have successfully accomplished in the past. Upon successful start-up, we will take steps to close-out the contract within the required time, which allows for a consistent down-phasing of contract administration on the project. The entire team will then be demobilized from the field upon the satisfaction of the contract and will have prepared all City deliverables and closeout of RBF's contract.

We are prepared to provide the experienced key personnel to accomplish the above tasks in the best interest of the City of Escondido and the project. We are confident in our approach and our ability to efficiently execute it because we have completed the same scope of services on many challenging local projects.



**CITY OF ESCONDIDO
ON-SITE CHLORINE GENERATION SYSTEM
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
MANPOWER, RESOURCE LOADING, AND COSTING**

City of Escondido
On-Site Chlorine Generation System

On-Site Chlorine Generation System: Manpower,
Resource Loading, and Costing

RBF CM/IS Team	18 Month CM Duration																		Hours	Rate	Total	% of Cost	Comments
	14 Month Construction Duration														2015								
	2014	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17					
Wayne Paque PM, (RBF)	40	40	20	20	20	16	16	16	16	16	20	20	20	20	20	20	40	40	420	\$180.00	\$75,600.00	8.92%	
Doug Cook, CM, (RBF)	80	100	80	80	40	32	32	32	32	32	40	40	40	40	60	80	120	80	1,032	\$160.00	\$165,120.00	19.48%	
Charlie Tempdon/Lino Cruz Backup Insp., (RBF)	20	40	176	152	168	176	176	160	176	160	184	152	160	160	152	40	20	0	2,448	\$135.00	\$330,480.00	38.99%	
Elertia Burenson, Admin, (RBF)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$135.00	\$0.00	0.00%	
Jim Hudson, Electrical & C, (RCS)	24	40	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	576	\$67.00	\$38,592.00	4.55%	
Bill Ulmer, Materials Testing, (G FORCE)	20	20	40	40	40	40	40	40	40	40	40	20	20	22	20	20	0	0	960	\$125.00	\$120,000.00	14.16%	
Vincent Gaby Sales Testing, (MCG)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	360	\$125.00	\$45,000.00	5.37%	
Subtotal																			6,184		\$823,292.00	97.13%	
Other Direct Costs @ \$1350.00/month																			18	\$1,350.00	\$24,300.00	2.87%	
SubTotal																					\$847,592.00	100.00%	
																					\$847,592.00	100.00%	

Note: This proposal complies with the State of California Department of Industrial Relations Prevailing Wage Requirements



CITY OF ESCONDIDO
 ON-SITE CHLORINE GENERATION SYSTEM

CONSTRUCTION MANAGEMENT and INSPECTION SERVICES
 TASK HOURS

Task	Task Description	Last	Position	Firm	Hours
	Scope of Work				
1.0	Pre-Construction				
1.1	Bid Document Review, and	Papac	PM	RBF	80.0
	Assist with Bid Process and Award	Cook	CM	RBF	80.0
		Jaich	Inspector	RBF	40.0
1.2	Prepare Document Control System,	Cook	CM	RBF	100.0
		Buensuceso	Admin. Assistant	RBF	64.0
		Jaich	Inspector	RBF	60.0
2.0	Construction Inspection				
2.1	Prepare Daily Reports	Jaich	Inspector	RBF	80.0
2.2	Monitor QC Compliance	Jaich	Inspector	RBF	160.0
2.3	Electrical and I & C Inspection	Hudson	Inspector	RCS	960.0
2.4	Materials Testinf and Special Inspections	Ulmer	Inspector	G Force	388.0
2.5	Soils Testing	Gaby	Inspector	WCG	360.0
2.4	Full Time Construction Inspection	Jaich	Inspector	RBF	1736.0
2.5	Digital Photo Documentation	Jaich	Inspector	RBF	160.0
2.6	Record Material Deliveries	Jaich	Inspector	RBF	72.0
2.7	Monitor and Verify SWPPP	Jaich	Inspector	RBF	80.0
2.8	Verify and Update Record Drawings	Jaich	Inspector	RBF	60.0
3.0	Construction Management				
3.1	Conduct Progress Meetings	Papac	PM	RBF	60.0
		Cook	CM	RBF	84.0
3.2	Document Control Processes, and Communications	Cook	CM	RBF	102.0
		Buensuceso	Admin. Assistant	RBF	192.0
3.3	Coordinate with Plant Operations	Papac	PM	RBF	72.0
		Cook	CM	RBF	86.0
3.7	Process Changes	Papac	PM	RBF	80.0
		Cook	CM	RBF	120.0
		Buensuceso	Admin. Assistant	RBF	40.0
3.8	Monitor Permit Compliance	Cook	CM	RBF	36.0
3.9	Manage Quality Assurance	Papac	PM	RBF	128.0
3.10	Schedule Review and Management	Cook	CM	RBF	72.0
		Buensuceso	Admin. Assistant	RBF	36.0
3.11	Process PaymentApplications	Cook	CM	RBF	72.0
		Buensuceso	Admin. Assistant	RBF	36.0
3.12	Prepare Monthly Reports	Cook	CM	RBF	80.0
		Buensuceso	Admin. Assistant	RBF	144.0
3.13	Manage Closeout Processes	Cook	CM	RBF	200.0
		Buensuceso	Admin. Assistant	RBF	64.0
	Total				6184.0



**CITY OF ESCONDIDO
 ON-SITE CHLORINE GENERATION SYSTEM
 COST BREAK DOWN BY TASK**

Task	Task Description	Task Total
	Scope of Work	
1.0	Pre-Construction	
1.1	Bid Document Review, and	\$14,400.00
	Assist with Bid Process and Award	\$12,800.00
		\$5,400.00
1.2	Prepare Document Control System,	\$16,000.00
		\$4,288.00
		\$8,100.00
		\$60,988.00
2.0	Construction Inspection	
2.1	Prepare Daily Reports	\$10,800.00
		\$0.00
2.2	Monitor QC Compliance	\$21,600.00
		\$0.00
2.3	Electrical and I & C Inspection	\$120,000.00
		\$0.00
2.4	Materials Testinf and Special Inspections	\$48,500.00
		\$0.00
2.5	Soils Testing	\$45,000.00
		\$0.00
2.4	Full Time Construction Inspection	\$234,360.00
		\$0.00
2.5	Digital Photo Documentation	\$21,600.00
		\$0.00
2.6	Record Material Deliveries	\$9,720.00
		\$0.00
2.7	Monitor and Verify SWPPP	\$10,800.00
		\$0.00
2.8	Verify and Update Record Drawings	\$8,100.00
		\$530,480.00
3.0	Construction Management	
3.1	Conduct Progress Meetings	\$10,800.00
		\$13,440.00
3.2	Document Control Processes, and Communications	\$16,320.00
		\$12,864.00
3.3	Coordinate with Plant Operations	\$12,960.00
		\$13,760.00
3.7	Process Changes	\$14,400.00
		\$19,200.00
		\$2,680.00
3.8	Monitor Permit Compliance	\$5,760.00
3.9	Manage Quality Assurance	\$23,040.00
3.10	Schedule Review and Management	\$11,520.00
		\$2,412.00
3.11	Process PaymentApplications	\$11,520.00
		\$2,412.00
3.12	Prepare Monthly Reports	\$12,800.00
		\$9,648.00
3.13	Manage Closeout Processes	\$32,000.00
		\$4,288.00
		\$231,824.00
	TOTAL	\$823,292.00

RESOLUTION NO. 2014-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR THE ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT

WHEREAS, the City of Escondido desires engineering services to address design related questions and clarifications during construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project (the "Project"); and

WHEREAS, the City of Escondido reviewed the proposal from Black and Veatch Corporation to provide engineering services for the Project; and

WHEREAS, Black and Veatch Corporation has the personnel and expertise to provide engineering services to address design related questions and clarifications during construction of the Project; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$84,380.

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Black and Veatch Corporation. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Craig Whittemore
760-839-4038
("CITY")

And: Black & Veatch Corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069
Attn: Kevin Davis
760-510-7705
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide engineering services during the construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$84,380. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own 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 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its 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.
 - c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

(Consultant name)

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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



**ESCONDIDO VISTA WATER TREATMENT PLANT
DISINFECTION AND ELECTRICAL SYSTEM UPGRADES
ENGINEERING SERVICES DURING CONSTRUCTION**

CITY OF ESCONDIDO

SCOPE OF SERVICES

Black & Veatch will provide as-needed engineering services during construction (EDSC) for the Escondido Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project. The basis for the scope of work and level of effort is summarized in the attached fee estimate spreadsheet. Actual work performed will be commensurate with the budget approved for this phase of the project, and will generally focus on the following tasks:

- Review of requests for information from the Contractor, the Construction Manager, the City, or other project consultants
- Submittal and shop drawing reviews
- Meetings and site visits
- Preparation of record drawings



**CITY OF ESCONDIDO
 ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION & ELECTRICAL SYSTEM UPGRADES
 FEE ESTIMATE FOR BLACK & VEATCH - ADDITIONAL DESIGN, BID, AND CONSTRUCTION PHASE SERVICES**

ATTACHMENT "B"

Resolution No. 2014-120
 Exhibit "1"
 Page 7 of 7

Task #	Description	Project Director	QAQC/ Senior Tech Advisor	Project Manager	Engineering Manager	Project Engineer I	Senior Geotech Engineer	Project Engineer II	CAD Operator & Tech	Admin & Clerical	B&V Total Hours	Total B&V Labor	Direct Expenses	Subconsultants	Total Fee	Comments/Assumptions
		\$243	\$223	\$213	\$195	\$158	\$223	\$162	\$113	\$93						
A. ENGINEERING SERVICES DURING CONSTRUCTION																
1	Shop Drawing Review	0	0	4	0	80	0	36	0	6	126	\$19,890	\$0	\$0	\$19,890	Allocation for as-needed submittal reviews and office engineering support
2	Requests for Information	0	0	4	0	90	10	40	0	8	152	\$24,530	\$0	\$0	\$24,530	Allocation, based on 80 RFIs at 3 hours each
3	Record Drawings	0	0	4	0	4	0	0	80	4	92	\$10,900	\$0	\$0	\$10,900	Allocation, based on 40 sheets and CAD ready redlines from the Contractor and CM
4	Construction Progress Review Meetings & Site Visits	0	0	0	0	16	0	8	0	0	24	\$3,830	\$0	\$0	\$3,830	Allocation for up to 6 meetings
															\$59,150	Subtotal
		0	2	8	12	24	0	32	16	4	98	\$15,650	\$0	\$0	\$15,650	Amount previously discussed with City and verbally approved for submittal with ESDC proposal
															\$15,650	Subtotal
		0	0	16	13	23	0	0	0	0	52	\$9,580	\$0	\$0	\$9,580	Hours shown reflect actual hours spent
															\$9,580	Subtotal
															\$84,380	TOTAL
C. BID PHASE SERVICES																

RESOLUTION NO. 2014-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH WATER SYNERGY, INC. FOR THE ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT

WHEREAS, the City of Escondido desires engineering services to review submittals during construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project (the "Project"); and

WHEREAS, the City of Escondido received and reviewed proposals from two consultants and Water Synergy, Inc. was selected to provide engineering services to review submittals for the Project; and

WHEREAS, Water Synergy, Inc. has the personnel and expertise to provide engineering services to review submittals during construction of the Project; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$106,904.

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

1. That the above recitations are true.

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



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Craig Whittemore
760-839-4038
("CITY")

And: Water Synergy, Inc.
P.O. Box 865
Escondido, CA 92033
Attn: Doug Brown
619-993-1093
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide engineering services during the construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$106,904. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own 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 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its 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.
- c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

(Consultant name)

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

July 17, 2014

Mr. Neil Greenwood
City of Escondido
1521 S. Hale Avenue
Escondido, CA 92029

Subject: **Proposal to provide the City of Escondido Engineering Services during Construction of the On-Site Chlorine Generation Project at the Water Plant**

Dear Mr. Greenwood:

Water Synergy, Inc. (*WSI*) is pleased to present this proposal to provide Engineering Services during Construction of the On-Site Chlorine Generation (OSG) Project at the Water Plant.

Our proposed scope of work is based on the following assumptions:

- 1) This proposal is for office services only.
- 2) The construction of the project will generally be in conformance with the project plans and specifications.
- 3) Questions and issues requiring design intent changes will be forwarded to Black & Vetch.
- 4) All inspection will be provided by the others.

The following is our proposed scope of services for this project:

SERVICES DURING CONSTRUCTION

Task 1 Review Submittals

WSI will review submittals for the items that were designed as a part of this project for conformance to the contract documents. For budgeting purposes we have assumed that *WSI* will review 150 submittals and we have budgeted three hours per submittal.

Task 2 Change Order Requests

If during the course of construction it becomes apparent that a modification or addition to the project must be made, at the request of the City *WSI* will prepare the necessary documents to facilitate the change. In addition, as requested *WSI* will review and evaluate all change order requests that may be made by the Contractor. This effort will be performed on an as-needed basis at the hourly rates indicated on the attached spreadsheet. For budgeting purposes we have budgeted 16 hours.

Task 3 Project Meetings/Site Visits

WSI will attend the preconstruction meeting and monthly construction meetings or as requested by the City. *WSI* will be responsible for tracking RFI's and Submittals and distributing the information to the appropriate parties. For budgeting purposes we have assumed (16) one hour meetings during the course of the project.

Proposal for Services During Construction
On-Site Chlorine Generation – City of Escondido
July 17, 2014
Page 2 of 2

The site visits will be performed on an as-needed basis and will include an informal observation of the construction activities to confirm the project is being constructed in general conformance to the contract documents. These visits will be coordinated in an attempt to coincide with the project meetings between the City and the Contractor. It is also assumed that our sub-consultants will perform two site visits from the structural subconsultant and two site visits from the electrical subconsultant will be required during the course of construction.

Task 4 Management and Coordination

This task involves the effort associated with the project management, QA/QC and coordination to facilitate and expedite document turn around. Included in the task are coordinating staffing requirements, scheduling, managing budgets, invoicing, and reviewing outgoing documents. For budgeting purposes 42 hours have been budgeted.

OPTIONAL TASKS

A Record Drawings

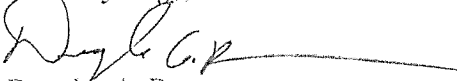
Based on the markups provided by others, *WSI* will prepare record drawings on the project files provided by others for the project that has been constructed. For budgeting purposes 40 hours have been budgeted.

B Start-Up Assistance

WSI will provide startup assistance to the City during the initial startup operation of the facilities. It is assumed that 40 hours will be required for this task.

The estimated fees for this project are based on a time basis with a not to exceed without authorization are included on the attached spreadsheet. The optional tasks have not been included in the spreadsheet. If you have any questions or comments, please feel free to contact myself (619) 993-1093 or Don Bunts at (760) 533-4086. We appreciate this opportunity to propose our services to you and look forward to continuing our efforts with the City on this project.

Sincerely,
Water Synergy, Inc.


Douglas A. Brown
Principal

**CITY OF ESCONDIDO
ON-SITE CHLORINE GENERATION - CONSTRUCTION PHASE ENGINEERING SERVICES
WATER SYNERGY, Inc.
ESTIMATED LEVEL OF EFFORT**

ATTACHMENT "B"

Resolution No. 2014-121
EXHIBIT 1
Page 8 of 8

7/17/2014

Task	ITEM	Hourly rate	Project Manager		Senior Engineer		Subconsultants		Subconsultants		Total WSI Labor		Total Cost
			Hrs	Cost	Hrs	Cost	Structural	Electrical	Hrs	Cost	Hrs	Cost	
				\$ 168		\$ 145							
	Services During Construction												
1	Review Submittals		80	\$ 13,440	370	\$ 53,650	\$ 2,000	\$ 25,000	\$ 27,000		450	\$ 67,090	\$ 94,090
2	Change Order Requests		2	\$ 336	14	\$ 2,030	-	-	-		16	\$ 2,366	\$ 2,366
3	Project Meetings/Site Visits		2	\$ 336	14	\$ 2,030	500	500	1,000		16	\$ 2,366	\$ 3,366
4	Management and Coordination Other Direct Costs (1)		4	\$ 672	38	\$ 5,510	-	-	-		42	\$ 6,182	\$ 6,182
	TOTALS		88	\$ 14,784	436	\$ 63,220	\$ 2,500	\$ 25,500	\$ 28,000		524	\$ 78,904	\$ 106,904

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: August 6, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Finance Director

SUBJECT: Resolution Authorizing the Director of Administrative Services or the Assistant Finance Director to execute all documents and applications for obtaining Federal and State Disaster Assistance.

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-111 authorizing the Director of Administrative Services or the Assistant Finance Director, to execute, on behalf of the City, all documents pursuant to federal and state disaster assistance. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval.

FISCAL ANALYSIS:

Should FEMA accept project proposals as applied for by the City, the federal government will reimburse the City 75% of the eligible project costs. If state funding becomes available, this will reimburse the City an additional 18.75% of the project eligible costs. This leaves the City with 6.25% of project costs.

BACKGROUND:

Federal Emergency Management Agency (FEMA) and the Governor's Office of Emergency Services (OES) require a resolution authorizing a specific staff person to execute all documents when obtaining Federal or State Disaster Assistance on behalf of the City. This is a "housekeeping" action in order for the City to comply with federal and state requirements for emergency fund eligibility.

Respectfully submitted,


Sheryl Bennett
Director of Administrative Services


Joan Ryan
Assistant Finance Director

RESOLUTION NO. 2014-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES OR THE ASSISTANT FINANCE DIRECTOR TO EXECUTE, ON BEHALF OF THE CITY, ALL APPLICATIONS AND DOCUMENTS PURSUANT TO STATE AND FEDERAL DISASTERS

WHEREAS, the City of Escondido ("City") has properties and facilities that could be damaged during a declared disaster; and

WHEREAS, the City will be seeking federal financial assistance under Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act; and

WHEREAS, the City authorizes the Director of Administrative Services or the Assistant Finance Director to execute all documents and applications for all matters pertaining to such disasters; and

WHEREAS, this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval; and

WHEREAS, a copy of the State of California, California Emergency Management Agency's Designation of Applicant's Agent Resolution for Non-state Agencies is attached to this Resolution as Exhibit "A" and is incorporated by this reference.

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

1. That the above recitations are true.

2. That the City Council hereby authorizes the Director of Administrative Services, or the Assistant Finance Director, to execute, on behalf of the City, all documents and applications concerning financial assistance from the Federal Emergency Management Agency and the Governor's Office of Emergency Services.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Escondido
(Governing Body) (Name of Applicant)

THAT Director of Administrative Services, OR
(Title of Authorized Agent)
Assistant Finance Director, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Escondido, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Emergency Management Agency for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Escondido, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 6th day of August, 2014

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Diane Halverson, duly appointed and City Clerk of
(Name) (Title)
the City of Escondido, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Escondido
(Governing Body) (Name of Applicant)

on the 6th day of August, 2014.

(Signature) (Title)

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. 2014-15

Agenda Item No.: 8
Date: August 6, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Amendment to the Zoning Code Pertaining to Commercial Zones (AZ 14-0001)

STAFF RECOMMENDATION:

It is requested that Council introduce Ordinance No. 2014-15 approving the amendments to the Zoning Code Article 16, Commercial Zones, and certifying the environmental determination.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the proposed Zoning Code Amendment on July 22, 2014 (6-0; Johns absent).

PROJECT DESCRIPTION:

An update to Article 16, pertaining to commercial zones, involving adding Planned Development - Office (PD-O) and Planned Development - Mixed Use (PD-MU) as new commercial zones implementing the Planned Office designation and mixed-use overlay of the General Plan, eliminating the Hospital Professional (HP) zone and incorporating the uses and development standards into the Commercial Professional (CP) zone, and amending the matrix list of permitted and conditionally permitted principal uses for commercial zones (Table 33-332). No property zone changes are proposed at this time; staff will conduct a comprehensive zone change involving all properties affected by the General Plan update at a later date. The proposal also includes certifying the environmental determination prepared for the project.

LOCATION: Citywide in commercial zones.

FISCAL IMPACT:

No permit or impact fees are being modified. The proposed update to the Commercial Zoning Code would not impact the General Fund.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This amendment relates to the Council's Action Plan regarding Economic Development: "Make Escondido More Competitive in the Market Place" and Neighborhood Improvement: "Urban Renewal to Improve Aging Neighborhoods" which identify the need to update and modernize existing land use codes and ordinances.

GENERAL PLAN ANALYSIS:

The proposed Zoning Code update implements General Plan policies by adding the Planned Development-Office and Planned Development–Mixed Use designations to the Zoning Code. Merging the Professional Hospital (HP) zone with the Professional Commercial (CP) zone and amending various land uses is consistent with Land Use Zoning Policy 2.1 that states: “Update and revise city ordinances to reflect the goals, objectives and policies in the adopted General Plan.”

ENVIRONMENTAL REVIEW:

In accordance with CEQA Section 15061(b)(3), “General Rule,” a Notice of Exemption was issued on July 14, 2014. The Zoning Code update will not impact the environment; therefore, the project is not subject to CEQA. Future applications for specific projects will be subject to separate CEQA review.

BACKGROUND AND ANALYSIS:

Planned Development-Office & Planned Development-Mixed use Zones:

The Planned Office designation and Mixed Use overlay were included as part of the 2012 General Plan update. The Planned Development-Office (PD-O) and Planned Development-Mixed Use (PD-MU) zoning designations would implement these designations. A specific list of permitted and conditionally permitted uses and development standards is not proposed for either the PD-O or PD-MU zones because individual projects are reviewed case by case basis under the Planned Development Section of the Zoning Code (Article 19). Specific development standards, permitted uses and project designs are established utilizing the General Plan policies and principles.

Eliminating Professional Hospital Zone:

Merging the Professional Commercial (CP) and Professional Hospital (HP) zones will simplify the zoning code and increase flexibility for attracting new businesses. The descriptions of both designations involve similar office uses, with the CP zone being more broad and inclusive.

Religious Facilities / Assembly Uses in the Planned Office General Plan designation:

The General Plan Planned Office (PO) designation (Felicita Road / Interstate 15 interchange area) is intended for “campus-style” high-employee intensive employment centers, including research and development, corporate office, and related support uses. New text is proposed related to churches and assembly uses in this designation to preserve land for its intended use. Existing churches and other assembly uses on PO-designated property may continue to operate subject to their approved CUP and may expand their operations provided they do not increase the boundary of their CUP, including parking within the PO destination. Expansion of a church or assembly use in the PO designation onto another General Plan designation would not be impacted by this amendment. No new churches/assembly uses will be permitted on land designated Planned Office.

Lodging for Organization Members:

“Lodging for organization members only” is listed as a permitted use in the CG zone. However, “Assembly halls, fraternities, sororities, lodges, etc.” require a CUP in the CG zone. Both groups of uses may include a residential component. For consistency, “Lodging for organization members only” will be eliminated and treated equivalent to “assembly halls, fraternities, sororities, lodges, etc.” as requiring a CUP in the CG zone, similar to other similar residential, non-commercial uses.

Residential Care Facilities:

Residential care facilities often occupy large commercial parcels at key gateway areas, reducing the potential for aggregated commercial developments and the associated tax base. By requiring a Conditional Use Permit (CUP) for residential care facilities in the CG and CP zones, the City will maintain the ability to market commercial properties in desirable gateway areas to businesses with high employee density and revenue generating potential, while maintaining the discretion to allow residential care facilities on appropriate sites. Language has been added to the matrix clarifying that existing residential care facilities would not be subject to valuation limits on voluntary improvements for non-conforming uses. Expansions of existing residential care facilities in commercial zones would require a CUP.

Government Services / Operation Centers:

The only Government Services uses that are currently permitted or conditionally permitted in the commercial zones are administrative centers and courts, operations centers, and police and fire stations. Specifically, Government Services / Operations Centers are listed as a conditional use in the CG and CP zones. The proposed update would reclassify this conditional use as "Other Government Services not elsewhere classified (NEC) excluding correctional institutions." This is consistent with government services text adopted in the city's residential zones and would add flexibility to the code to consider a broad range of government services while retaining discretionary oversight to address site specific and operational considerations.

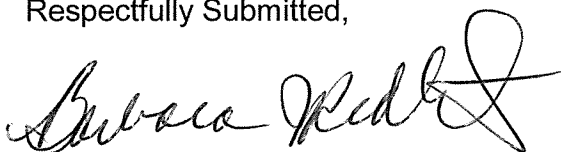
PLANNING COMMISSION DISCUSSION:

The Planning Commission voted 6-0 (Johns was absent) to recommend approval of the Zoning Code update with a modification to the proposed text related to religious facilities and assembly uses in the PO General Plan designation. Commissioners Hale and Winton expressed concern regarding staff's initial language limiting church / assembly use expansions. The proposed Zoning Code language has since been modified to include "on property designated Planned Office in the General Plan" when describing where expansions are not permitted. Expansions of a church in the PO designation onto adjacent property with another General Plan designation would still be permitted with a CUP. No other concerns were expressed by the Commission.

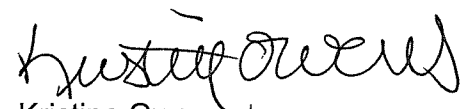
PUBLIC COMMENT:

No written communications or telephone calls were received regarding the proposed amendments to the Zone Code. No members of the public spoke at the hearing regarding the proposed update.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Kristina Owens
Assistant Planner II

ARTICLE 16. COMMERCIAL ZONES

Note

* Prior history: Zoning Code, Ch. 104, §§ 1041.1, 1041.2, 1041.21, 1041.23, 1041.25, 1041.27, 1041.28, 1041.31, 1041.32.3—1041.32.7, 1041.33, 1041.33.3, 1041.33.4, 1041.33.7, 1041.34.1—1041.34.9, 1041.35.1—1041.35.3, 1041.35.5, 1041.35.6, 1041.39, 1041.39.3, 1041.39.5, 1041.39.7, 1041.39.9, 1041.40 as amended by Ord. Nos. 88-58, 90-2, 90-19, 91-5, 92-17, 92-43, 94-32, 96-2 and 96-11.

Sec. 33-330. Purpose.

(a) Purpose of this article. The commercial zones are intended to implement development and operation of commercial areas for retail and service establishments, neighborhood convenience, and office uses required by residents of Escondido in a manner consistent with the general plan.

(b) Purpose of individual commercial land use districts.

(1) General commercial (CG) zone. The general commercial (CG) zone is established to provide for the community's general commercial needs. This zone is used in areas where a wide range of retail, office, service establishments, and other uses not suitable for residential zones but less intensive than industrial uses, are needed to accommodate the surrounding community.

(2) Neighborhood commercial (CN) zone. The neighborhood commercial (CN) zone is established to provide a shopping center for the sale of convenience goods and personal services for day-to-day living needs, and provide a neighborhood/community activity center. The uses and structures allowed and the standards of development are designed to protect the adjacent residential zones, promote orderly development and avoid traffic congestion within the neighborhood. No land area shall be classified into this zone where such classification would create a zoned CN area of less than one (1) acre or larger than five (5) acres and may be required to be located on an intersection of improved collectors and/or major roads and/or prime arterials as shown on the adopted circulation plan of Escondido. Neighborhood commercial zones shall be separated by at least one (1) mile from any other commercial center or zone.

(3) Professional commercial (CP) zone. The professional commercial (CP) zone is established to provide for the development of certain business and professional offices, medical services, medically related retail, legal services and related support-type uses in locations ~~within or in close proximity to the downtown business district~~ where such uses can conveniently serve the public.

~~(4) Hospital professional (HP) zone. The hospital professional (HP) zone is established to provide areas in close proximity to hospitals for related medical, professional, and support type uses, including medically related retail. (Ord. 97-02, § 2 Exh. A, 1-22-97)~~

(4) Planned development (PD) zone. The planned development (PD) zone is established to encourage the comprehensive site planning and building design in a creative approach through variation in the siting of buildings and the appropriate mixing of land uses and

activities. Planned development zoning is subject to Article 19 of the Escondido zoning code and applies to properties zoned Planned Development – Commercial (PD-C), Planned Development – Neighborhood Commercial (PD-CN), Planned Development – Office (PD-O) and Planned Development – Mixed Use (PD-MU).

(c) Interim development standards for properties located in the hospital professional (HP) zone.

(1) Properties located in the hospital professional (HP) zone identified on the city of Escondido adopted zoning map shall be governed by the standards of the professional commercial (CP) zone.

Sec. 33-331. General plan compatibility matrix.

Table 33-331 shows the general plan designation corresponding to the commercial zoning district designations.

Table 33-331

Zoning	Corresponding General Plan Designations
General Commercial (CG)	General Commercial (GC)
Neighborhood Commercial (CN)	General Commercial (GC), all residential designations (existing CN zoning only)
Professional Commercial (CP)	Offices (O), General Commercial (GC)
Hospital Professional (HP)	Offices (O)
Planned Development—Commercial (PD-C)	Planned Commercial (PC), Office (O), General Commercial (GC)
Planned Development—Neighborhood Commercial (PD-CN)	All designations
Planned Development—Office (PD-O)	Planned Office (PO)
Planned Development—Mixed Use (PD-MU)	Planned Commercial (PC), Office (O), General Commercial (GC)

(Ord. No. 97-02 § 2 Exh. A, 1-22-97)

Sec. 33-332. Principal land uses.

The following Table 33-332 lists those uses in the commercial districts which are permitted (P) subject to administrative or plot plan review, or subject to a conditional use permit (C). In the planned development zones, permitted uses are identified in each planned development master plan approval. In addition to the uses listed below, the following uses shall be subject to conditional use permit requirements of section 33-1200 et seq., of this chapter.

(a) Any use or structure permitted or conditionally permitted in a zone and involving hazardous materials is subject to conditional use permit requirements of section 33-666 of this chapter.

(b) All uses permitted in the CN zone operating between the hours of 11:00 p.m. and 7:00 a.m.

(c) All uses and development permitted in the PD zone are subject to section 33-400 of this chapter.

Table 33-332

PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

The conversion of existing or vacant automobile dealerships to a new, substantially different, use shall require plot plan review pursuant to section 33-344 of this article.

Use Title	CG	CN	CP	HP
Residential and Lodging				
Bed and breakfast* (Article 32)	C			€
Hotels and motels* (Article 63)	C			
Lodging for organization members only	P	-	-	-
Mobilehome parks or travel trailer parks* (Articles 45 & 46)	C			
Manufacturing, Wholesale Trade, and Storage				
Mini-warehouse storage facilities* (section 33-339)	C			
Newspaper printing and publishing	P			
Retail Trade				
Automotive and marine craft				
Sales lots and parts and accessories sale and supply (including autos, motorcycles, trailers, campers, recreational vehicles and marine craft vehicles excluding farm and construction vehicles, three-axle trucks, and buses)	P			
Gasoline service stations including concurrent sale of alcoholic beverages and motor vehicle fuel* (Articles 57 and Council Resolution #5002)				
With facilities to dispense gasoline to four (4) or fewer vehicles at a time	P			
With facilities to dispense gasoline to five (5) or more vehicles at a time	C			
Food and liquor				
Food stores (grocery, produce, candy, baked goods, meat, delicatessen, etc.), off-sale beer and wine, off-sale general license excluding concurrent sale	P	P		
With facilities to dispense gasoline to four (4) or fewer vehicles at a time* (Article 57)	P			
With facilities to dispense gasoline to five (5) or more vehicles at a time* (Article 57)	C			
Liquor stores, packaged (off-sale)	P	P		
General retail				
Building materials and supplies including lumber, heating,	P			

Use Title	CG	CN	CP	HP
plumbing, and electrical equipment, etc. (outdoor storage or sale subject to CUP)				
Drugstores	P	P	P	
Pharmacies	P	P	P	P
Florists, gifts, cards, newspapers and magazines	P	P	P	P
Furniture, home and office furnishing and equipment, electrical appliances, and office machines and supplies	P			
General retail, NEC (as determined by the director of planning and building community development, based on conformance with the purpose of the specific zone, interaction with customers, the appearance of the building, the general operating characteristics, and the type of vehicles and equipment associated with the use, and including incidental assembling of customized items)	P	P		
Hospital/medical equipment sales	P		<u>P</u>	<u>P</u>
Nurseries and garden supply stores	P	P		
Outdoor retail, NEC (as a principal use)	C			
Sporting goods (includes ammunition and firearms, fishing, hunting, golf, playground equipment, etc.)	P			
Temporary seasonal sales such as Christmas tree and wreath sales, pumpkin sales, etc., on vacant lots subject to site plan approval	P	P	<u>P</u>	
Eating and Drinking Establishments				
Cabarets and nightclubs (with or without alcoholic beverages, including comedy clubs, magic clubs, etc.)	C			
Drinking places-alcoholic beverages (on-sale beer and wine and on-sale general licenses and public premises) includes bars and taverns, does not include restaurants serving alcoholic beverages.	C			
Restaurants, cafés, delicatessens, sandwich shops, etc.				
Without alcoholic beverages	P	P	P	P
With on-sale beer and wine and on-sale general licenses	P	C	<u>C</u>	
Auto oriented (drive-in,* drive-through*) (section 33-341)	P			
Specialized food sales from pushcart facilities* (section 33-342)	P	P	P	P
Services				
Animal care (excluding kennels)	P	P		
Automotive services (including motorcycles, marine craft and recreational vehicles)				
Car-wash, polishing, detailing	P			
Rental and leasing* (Article 57 and Council Resolution #73-264-R) with or without drivers, taxicab service	P			
Repair and related services, except tire retreading and auto body	P			

Use Title	CG	CN	CP	HP
Auto body	C			
Miscellaneous auto service, except repair and wash (includes motor clinics, auto towing service only)	P			
Educational services				
Day nurseries, child care centers* (Article 57)	P	C	C	€
Schools, including kindergarten, elementary, junior, and senior high schools* (Article 57)	P		C	€
University, college, junior college, and professional schools	P		PC	€
Vocational and trade schools	P		PC	
Other special training (including art, music, drama, dance, language, etc.)	P	P		
Special needs education	P	P	P	P
Government services				
Administrative centers and courts	P	C	P	€
Operation centers Other government services NEC excluding correctional institutions	C		C	€
Police and fire stations	C	C	C	€
Financial services and institutions (including banks, securities brokers, credit offices, real estate services)				
Insurance	P	P	P	P
Hospital and medical service organizations (including Blue Cross, Blue Shield, etc.)	P		P	P
Medical, dental and related health services				
Hospitals, excluding small medical clinics	C		C	€
Medical, dental and optical laboratories	P		P	P
Medical clinics and blood banks	P		P	P
Medical, dental, optical, and other health care offices	P	P	P	P
Other medical and health services NEC	P		P	P
Sanitariums, convalescent and licensed residential care facilities. <u>Sanitariums, convalescent and residential care facilities approved prior to the effective date of Ordinance 2014-15 are exempt from voluntary work limitations identified in Sec. 33-1243 (Non-conforming use ordinance). Expansions and/or intensification of said facilities shall require a conditional use permit subject to Article 61.</u>	PC		C	P
Offices and business services, except medical				
General business services (including advertising, credit reporting, building services, news syndicate, employment services, computer services, drafting, detective/protective services, etc.)	P	P	P	P
General office use (includes professional offices)	P	P	P	P
Mailing, stenographic, accounting and office services	P	P	P	P
Messenger services	P	-	P	P

Use Title	CG	CN	CP	HP
Travel agencies and services	P	P	P	
Repair services, except automotive				
Apparel and shoe repair and alteration	P	P		
Bicycle repair	P	P		
Locksmiths and key shops	P	P	P	
Miscellaneous repair services (excluding machine shops and welding services)	P			
Small appliance repair and services (including TV, radio, VCR small electronics, computers, household appliances, etc.)	P	P		
Watch, clock, and jewelry repair	P	P	P	
Social, professional, and religious organizations and services				
Churches, synagogues, temples, missions, religious reading rooms, and other religious activities* including columbariums and mausoleums* as an incidental use (Article 57). <u>Religious establishments listed above and/or assembly uses on property designated Planned Office in the general plan: Existing churches may operate subject to their approved conditional use permits. Expansions may occur subject to Article 57 that do not increase the boundary of the conditional use permit, including parking areas within the Planned Office designation. No new religious establishments and/or assembly uses are permitted on land in the general plan designated Planned Office.</u>	P	C	C	€
Social and professional organizations (political membership, veterans, civic, labor, charitable and similar organizations, etc.)	P	C	P	P
Youth organizations* (Article 57)	P	C		
Other services				
Assembly halls, fraternities, sororities, lodges, etc.	C			
Barber, beauty, nail, and tanning services	P	P	P	P
Equipment rental and leasing service* (Article 57 and Council Resolution #73-264-R) (includes airplanes, business equipment, chairs furniture, construction equipment, sanitation units, sports equipment, etc.)	P			
Mortuary (excluding crematories and mausoleums)	P			
Hospital/medical equipment rental and leasing	P		P	P
Laundry and dry cleaning services				
Self-service, coin-operated	P	P		
Pick-up service only	P	P	P	
Dry cleaning, laundering, pressing and dying for on-site retail customers only	P			

Use Title	CG	CN	CP	HP
Personal services, NEC (including clothing and costume rental, tattooing, marriage bureaus, baby-sitting services, etc.)	P			
Photographic and duplicating services:				
Blueprinting	P		P	
Photocopying	P	P	P	P
Studios, developing, printing, and similar services, except commercial photography	P	P	P	P
Commercial photography, including aerial photographs and mapping services	P		<u>P</u>	P
Picture framing, assembly only	P	P		
Recycling Services* (Article 33):				
Reverse vending machines occupying a total of fifty (50) square feet or less	P	P	P	P
Small collection facilities occupying a total of five hundred (500) square feet or less	P	P	P	P
Aluminum can and newspaper redemption center without can crushing facilities	C			
Cultural Entertainment and Recreation				
Adult entertainment establishments* (Article 42)	P			
Cultural, including museums, art galleries, etc.	P		<u>PC</u>	
Entertainment assembly, amphitheater, concert halls, exhibit halls	C			
Health and fitness facilities, including gymnasiums, athletic clubs, body building studios, dance studios, martial arts schools, etc.	P	P	C	€
Swimming schools and pools	C	C		
Libraries	P	P	<u>PC</u>	€
Parks	P	P	P	P
Sports and recreation facilities, including bowling alleys, billiards, indoor and outdoor skating facilities, batting cages, riding schools and stables, etc.	C			
Theaters, indoor motion picture and legitimate	P			
Transportation, Communications and Utilities				
Transportation				
Ambulance and paramedic	C		<u>C</u>	€
Bus and train depots	P			
Helipad (as an incidental use only)* (Article 57)	C		C	€
Park-and-ride facilities	P	P	P	P
Parking lots and parking structures (short term)	P		P	P
Taxicab stand	P		<u>P</u>	P
Communications (telephone, telegraph, radio, TV, etc.)				
Broadcasting (radio and/or television), recording, and/or sound studios	P		P	

Use Title	CG	CN	CP	HP
Personal wireless service facilities* (subject to Article 34)				
Roof-mounted or building-mounted facilities incorporating stealthy designs and/or screened from public ways or significant views	P	P	P	P
Pole-mounted or ground-mounted facilities that incorporate stealthy designs and do not exceed 35' in height	P	P	P	P
Pole-mounted or ground-mounted facilities that exceed 35' in height or roof-mounted or building-mounted designs which project above the roofline and are not completely screened or considered stealthy	C	C	C	€
Other communications, NEC	C		C	
Radio and television transmitting towers	C		C	
Telephone exchange stations and telegraph message centers	P	P	P	
Utilities (electric, gas, water, sewage, etc.)				
Central processing, regulating, generating, control, collection, storage facilities and substations	C	C	C	€
Distribution facilities	P	P	P	P

* = Subject to special regulations—see Article in parentheses.

P = Permitted use;

C = Conditionally Permitted Use [subject to a Conditional Use Permit (CUP)] pursuant to Sec. 33-1200 et seq.

NEC = Not Elsewhere Categorized.

(Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 97-11, § 2, 6-11-97; Ord. No. 99-15-R, § 4 Exh. A, 6-9-99; Ord. No. 2001-31R, § 14, 12-5-01; Ord. No. 2003-20(R), § 4 Exh. A, 10-15-03; Ord. No. 2004-21, § 10, 11-17-04; Ord. No. 2009-17, § 4, 7-15-09)

Sec. 33-333. Permitted accessory uses and structures.

Accessory uses and structures are permitted in commercial zones, provided they are incidental to, and do not substantially alter the operating character of the permitted principal use or structure as determined by the director of ~~planning and building~~ community development. Such permitted accessory uses and structures include, but are not limited to, the following:

Table 33-333

PERMITTED ACCESSORY USES AND STRUCTURES

Use Title	CG	CN	CP	HP
Accessory buildings such as garages, carports and storage buildings clearly incidental to a permitted use	P	P	P	P
Bus stop shelters* (Article 57 & Article 9, Chapter 23 EMC)	P	P	P	P
Caretaker's or resident manager's quarters (for lodgings, motels, hotels, and funeral parlors)	P			P
Cottage food operations and home occupations as provided for in Article 44	P	P	P	P
Employee recreational facilities	P		P	P
Live entertainment	P	P	P	P
Outdoor dining in conjunction with an approved eating place* (Article 57)	P	P	P	P
Outdoor display of merchandise* (Article 73)	P	P	P	P
Satellite dish antennas* (Article 34, CUP required for some sizes and heights)	P/C	P/C	P/C	P/C
Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the thirty (30) days thereafter	P	P	P	P
Swimming pools* (Article 57) and tennis courts	P		P	P
Temporary outdoor sales* (Article 73) and special events subject to the issuance of a temporary use permit	P	P	P	P
Vending machines* (Article 33)	P	P	P	P

* = Subject to special regulations—see Article in parentheses.

P = Permitted Accessory Use

(Ord. No. 97-02, § 2 Exh. A., 1-22-97; Ord. No. 2013-07RR, § 4, 12-4-13)

Sec. 33-334. Prohibited uses.

(a) All uses and structures not listed as permitted primary or accessory uses, or conditionally permitted uses shall be prohibited. However, the director of planning and building may approve a use, after study and deliberation, which is found to be consistent with the purposes of this article, similar to the uses listed as permitted uses, and not more detrimental to the zone than those uses listed as permitted uses.

(b) Any existing residential structure shall not be used for both residential and commercial purposes at the same time, except as provided for in Article 44. (Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2013-07RR, § 4, 12-4-13)

Sec. 33-335. Development standards.

(a) All zones. The standards contained in the following table shall apply to all commercial districts and shall be determined minimum unless stated otherwise.

(b) CN zone. No single use shall exceed a gross floor area of five thousand (5,000) square feet except that a grocery store may have a gross floor area of up to thirty thousand (30,000) square feet.

Table 33-335

COMMERCIAL DEVELOPMENT STANDARDS

	CG	CN	CP	HP
Lot area (SF) min. ⁽¹⁾⁽²⁾	None	7,000	7,000	7,000
Average lot width min. ⁽¹⁾	None	100'	50'	50'
Lot frontage min. ⁽¹⁾	All lots shall front on public street (does not include an alley)			50'
Front setback min. ⁽⁴⁾⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	10'	10'	10'
Corner and reverse corner lots	5' ⁽⁶⁾	10'	10'	10'
Facing Centre City Parkway in Landscape Master Plan Overlay ⁽³⁾	15'	15'	15'	15'
Side setback min. ⁽⁴⁾⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	None ⁽⁵⁾ except 10' adjacent to residential zones	None ⁽⁵⁾ <u>5' for first two stories plus 5' for each additional story up to 10' max. when adjacent to residential structures</u>	5' for first two stories plus 5' for each additional story up to 25' max. setback
Corner lots and reverse corner lots	5' ⁽⁶⁾	10'	5'	10'
Facing Centre City Parkway in Landscape Master Plan Overlay ⁽³⁾	15'	15'	15'	15'

	CG	CN	CP	HP
Rear setback min. ⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	20'	<u>5'</u> <u>10' for first two stories</u> <u>plus 5' for each additional story up to 15' max</u> <u>when adjacent to residential structures.</u>	10' for first two stories plus 5' for each additional story
Abutting an alley	None ⁽⁵⁾	10'	5'	10' for first two stories plus 5' for each additional story measured from center line of the alley with a min. 5' setback from edge of the alley
Facing Centre City Parkway in Landscape Master Landscape Overlay ⁽³⁾	15'	15'	15'	15'
Building height maximum	None (UBC)	1 story or 35' whichever is less	75'	75'
Landcaping	According to Article 62			
Lot coverage maximum	None	50%	None	None
Parking	According to Article 39			

	CG	CN	CP	HP
Loading	One off-street space/each building or separate occupancy thereof over 10,000 SF plus one space/each additional 20,000 SF of the gross floor area of the building	Loading to be performed on-site and be from the rear or side of the structure and concealed from street and adjoining residential zoned property by landscape or architecture features		None
Minimum space size	10' wide, 25' long, 14' high	None	None	
Trash storage	Required per section 33-338			
Walls and fences ⁽⁷⁾	A solid masonry wall minimum 6' feet high on the sides of property adjoining a residential zone, school or park (an alley shall constitute a separation, subject to Article 56			

(1) Lots or parcels of land which were legally created prior to the application of this zone shall not be denied a building permit for reason of nonconformance with the parcel requirements of this section.

(2) Parcels of land containing two (2) or more lots developed as a single project shall be maintained as a unit. Where two (2) or more lots are developed as one (1) unit, a covenant may be required by the city in a form satisfactory to the city attorney to ensure that required off-street parking facilities shall be provided on said premises.

(3) A reduced setback may be approved by the director if found consistent with the Centre City Parkway landscape master plan.

(4) Required yard shall not be used for vehicle parking (including overhang), except such portion as is devoted to driveway use.

(5) A building located on a lot line shall have facilities for the discharge of all roof drainage onto the subject lot.

(6) When the yard of a property zoned CG is adjacent or abutting the yard of a residentially zoned property, the following landscaped setbacks shall apply for all buildings and structures:

(A) Front yard setback:

Distance from structure to residential property	Front yard setback
25' or less	Equal to residential zone
26'—50'	10'
Over 50'	5'

(B) Side yard setback shall be minimum five (5) feet.

(C) Side yard setback adjacent to street when the rear yard of the corner and reverse corner lots abuts residentially zoned property shall be minimum ten (10) feet.

(D) Rear yard setback shall be same as the rear yard setback required for adjacent residential zone.

(7) Adjustments to the standards up to twenty-five (25) percent may be approved pursuant to section 33-343.

(Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2011-19R, § 5, 1-11-12)

Sec. 33-336. Projections into yards.

(a) Any yard. The following structures may be erected or projected into any required yard:

(1) Fences and walls in accordance with the city codes or ordinances;

(2) Landscape elements, including trees, shrubs and other plants, except that no hedge shall be grown or maintained at a height or location other than permitted by city ordinances or codes for fences;

(3) Necessary appurtenances for utility services.

(b) Maintain minimum yard. The structures listed below may project into the minimum front yard or rear yard not more than four (4) feet and into the minimum side yard not more than two (2) feet, provided that such projections shall not be closer than three (3) feet to any lot line:

(1) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features;

(2) Fireplace structures and bays, provided that they are not wider than eight (8) feet measured in the general direction of the wall of which it is a part;

(3) Stairways, balconies, door stoops and fire escapes;

- (4) Awnings;
- (5) Planting boxes or masonry planter not exceeding forty-two (42) inches in height;
- (6) Port-cochere over a driveway in side yard, providing such structure is not more than one (1) story in height and twenty-two (22) feet in length, and is entirely open on at least three (3) sides, except for the necessary supporting columns and customary architectural features;
- (7) Permitted signs;
- (8) ~~Refuse container~~ Trash storage enclosures (rear yard only).

Adjustments to the standards up to twenty-five (25) percent may be approved pursuant to section 33-343. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-337. Performance standards.

The following performance standards shall apply to all land and structures in commercial zones.

(a) All permitted uses shall be conducted entirely within completely enclosed buildings in all commercial zones, except vending machines, parking, loading, pushcarts for specialized food sales, outdoor display, outdoor dining, retail sale of flowers and plants from a gazebo or kiosk, vehicle, boat, and aircraft sales and rental lots, farm and nursery/garden supplies, helipads, and athletic and recreational facilities in conformance with the standards of this chapter, or outdoor retail approved as part of a conditional use permit or other permit issued by the city.

(b) No mechanical equipment, tank, duct, elevator enclosure, cooling tower and/or mechanical ventilator shall be erected, constructed, maintained or altered on the roof of any building or elsewhere on the premises unless all such equipment and appurtenances mentioned above are adequately screened by portions of the same building or other structure with construction and appearance similar to the building on which the equipment and other appurtenances are supported;

(c) No material, equipment or goods of any kind shall be stored on the roof of any building in the commercial zones.

(d) In the CN zone, business hours shall be limited to the hours between 7:00 a.m. and 11:00 p.m. except those uses which are granted a CUP under section 33-1200 et seq., of this chapter. Security lighting shall be permitted during closed hours. Those lighted signs which are directly used in conjunction with a twenty-four (24) hour use shall be reviewed with the CUP. ~~No other signs shall be allowed.~~ (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-338. Trash storage.

Containers for trash storage shall be of a size, type and quantity approved by the director of ~~planning and building~~ community development. They shall be placed so as to be concealed from the street and shall be maintained. Additionally, an area for the storage and pickup of recyclables must be included in this area. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-339. Mini-warehouse storage facilities requirements.

In addition to the requirements set forth in sections 33-335 through 33-337 of this article, no mini-warehouse storage facility projects shall be granted a CUP unless the following requirements are satisfied:

- (a) Adequate security shall be provided by managers during hours of operation and/or full-time resident caretakers.
- (b) All storage shall be within completely enclosed structures.
- (c) Goods or products which are hazardous, toxic or obnoxious, shall be prohibited.
- (d) The development shall provide adequate fire and vehicular access and parking to accommodate anticipated vehicle types and quantities including, but not limited to, moving vans, trucks, fire equipment and automobiles.
- (e) The proposed development should be compatible with surrounding development (existing and/or anticipated) in terms of scale, mass and setbacks.
- (f) Screening should be provided as necessary to visually buffer the proposed development from surrounding streets and properties, particularly residential and may consist of any combination of landscaping, fencing, or other suitable method. Setbacks greater than those required within the CG zone may also be required to reduce impacts to surrounding properties. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-340. Plot plan approval required.

At the time a building permit is requested for expansion of any building or structure, or at any time a new use of land or existing structure which may require additional off-street parking is proposed, or a new, substantially different, use is proposed for the site of an existing or vacant automobile dealership, a plot plan application package shall be submitted to the planning division together with the application fee as established by resolution of the city council. City staff shall review the plans for planning, architecture, zoning compliance, landscaping, engineering, building requirements and safety. After such review, staff may approve, conditionally approve or deny the proposed plan, or refer it to the planning commission. Any aggrieved party may appeal a decision of the staff to the planning commission as outlined in section 33-1303 of Article 61 of this chapter. (Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2009-17, § 4, 7-15-09)

Sec. 33-341. Commercial drive-through facilities requirements.

(a) Plot plan required. A plot plan application shall be required for all drive-through facilities not associated with a project requiring a discretionary application.

(b) Development standards. The following development standards shall apply to all drive-through commercial facilities to ensure that such developments do not have negative impacts on traffic, safety, air quality and visual character of the area in which they are located:

(1) Pedestrian walkways that intersect the drive-through drive aisles, shall have clear visibility, and be emphasized by enriched paving or striping.

(2) Drive-through aisles shall have a minimum twelve (12) foot width on curves and a minimum eleven (11) foot width on straight sections.

(3) Sufficient vehicle stacking room shall be provided on-site behind the speaker area where orders are taken to accommodate a minimum of six (6) cars/vehicles.

(4) Drive-through aisles shall be constructed with (PCC) concrete.

(5) Drive-through aisles and associated structures should be oriented away from public streets unless significant screening is provided to the satisfaction of the director of planning and building community development. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-342. Specialized food sales from pushcarts.

Specialized food sales from pushcarts are permitted on private property subject to the approved design guidelines for pushcarts and review by the planning division. Where a pushcart request will eliminate existing parking spaces, pedestrian circulation, or landscaping, a minor plot plan application shall be required. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-343. Administrative adjustments.

Certain standards identified in sections 33-335 and 33-336 are eligible for administrative adjustments. Adjustments of up to twenty-five (25) percent may be approved or conditionally approved by the director of planning and building community development upon demonstration that the proposed adjustment will be compatible with, and will not prove detrimental to, adjacent property or improvements. The director shall give notice of his or her intended decision as outlined in Article 61 of this chapter. The applicant shall pay a fee to the city in an amount to be established by resolution of the city council. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-344. Conversion of existing and vacant automobile dealerships.

(a) Plot plan required. A plot plan application shall be required for all existing and vacant automobile dealerships converting to a new, substantially different, use (either in whole or in part). A comprehensive sign program shall be included in applications for the conversion to multiple tenant spaces.

(b) Development criteria. City staff shall review all existing and vacant automobile dealerships converting to a new, substantially different, use to determine that such developments conform to the following criteria and do not have negative impacts on the physical or visual character of the area in which they are located. The following development standards shall not be in excess of those standards required for all other properties in the commercial zone, as provided in the zoning code:

(1) Appropriate on-site landscaping shall soften large expanses of paved areas and buildings, and buffer undesirable views.

(2) Screening of parking lots, trash storage areas, and delivery/service areas shall be provided to the extent feasible.

(3) Adequate street trees shall be included in the site design in proportion to the project and the site to provide shade where feasible.

(4) Site lighting shall meet commercial lighting standards.

(5) Appropriate stormwater management improvements shall be provided.

(6) Exterior colors shall be compatible and harmonious throughout the site.

(7) Entries for multiple tenant spaces shall be defined, be in harmony with the style and proportions of the existing buildings, and not conflict with existing design elements.

(8) Signage shall be compatible throughout the site with logical and integrated sign locations.

(9) Visible window areas shall remain uncluttered.

(10) Fencing or other improvements in disrepair shall be removed or rehabilitated.
(Ord. No. 2009-17, § 4, 7-15-09; Ord. No. 2011-19R, § 5, 1-11-12)

Secs. 33-345—33-359. Reserved.

PLANNING COMMISSION

Agenda Item No.: H.2
Date: July 22, 2014

CASE NUMBER: AZ 14-0001
APPLICANT: City of Escondido
LOCATION: Citywide
TYPE OF PROJECT: Amendment to the Zoning Code

PROJECT DESCRIPTION: An amendment to Article 16, pertaining to commercial zones, involving adding Planned Development - Office (PD-O) and Planned Development – Mixed Use (PD-MU) as new commercial zones implementing the Planned Office designation and mixed-use overlay of the General Plan, eliminating the Hospital Professional (HP) zone and incorporating the uses and development standards into the Commercial Professional (CP) zone, and amending/updating the matrix list of permitted and conditionally permitted principal uses for commercial zones (Table 33-332). No property zone changes are proposed at this time; staff will conduct a comprehensive zone change involving all properties affected by the General Plan update at a later time. The proposal also includes the adoption of the environmental determination prepared for the project.

STAFF RECOMMENDATION: Approval

BACKGROUND/SUMMARY OF ISSUES:

The City of Escondido General Plan was adopted by the City Council on May 23, 2012. As part of the Land Use and Community Form Element, new commercial designations were added. The Planned Office designation is generally located on 87 acres surrounding the Interstate 15 and Felicita Road interchange. It is designed to integrate a “campus-style” employment center into a master planned development with coordinated architecture and site design. The proposed amendment to the Zoning Code to add the Planned Development-Office (PD-O) designation implements the General Plan by adding a Zoning designation that corresponds to, and is consistent with, the Planned Office General Plan land-use designation. No permitted uses or development standards are proposed for the PD-O zoning designation, because any individual projects would be reviewed for conformance with General Plan policies and the Planned Development section of the Zoning Code (Article 19).

Since the Planned Office General Plan designation is intended to encourage comprehensive site planning of “campus-style” employment centers, language is proposed to be added to the commercial zones permitted use matrix (Table 33-332), in the use “social, professional and religious organizations and services.” The language will specify that existing churches on property designated Planned Office will be allowed to operate subject to their approved Conditional Use Permit (CUP), and expansions may occur subject to Article 57 that do not increase the boundary of the CUP. No new churches will be permitted on land designated Planned Office.

The proposed amendment to the Zoning Code to add the Planned Development-Mixed Use (PD-MU) designation implements the General Plan by adding a Zoning designation that implements the mixed use overlay of the General Plan. It will be consistent with the existing General Plan designations that allow mixed-use developments: Planned Commercial (PC), Office (O) and General Commercial (GC). No permitted uses or development standards are proposed for the PD-MU zoning designation, because any individual projects would be reviewed for conformance with General Plan policies and the Planned Development section of the Zoning Code (Article 19).

Since the Palomar Medical Center (PMC) relocated to its new facility in western Escondido in 2012, there has been some confusion among the public and commercial real estate brokers about the existing zoning designation "Hospital Professional" (HP). While the zoning designation permits a variety of office uses, in addition to medical related uses, many people incorrectly presume that only hospital- or medical-related uses are permitted in the zone. The existing Professional Commercial (CP) zone is a more general category that allows professional offices, medical services, legal services and related uses, and is also located in close proximity to downtown. Incorporating the HP zone into the CP zone will not impact medical or related services and will not create any nonconforming uses or properties, but will streamline the commercial permitted use matrix and simplify the process of attracting new businesses. All properties currently zoned HP will be governed by the development standards and permitted uses of the CP zone until a comprehensive zone change is conducted at a later time.

The proposed Zoning Code amendment also includes some updates to the Commercial Zones permitted use matrix. The City of Escondido has been working diligently to attract new businesses to the City, through the 2013-2014 City Council Action Plan, General Plan policies, and other economic development efforts. One barrier to the goal of attracting education, bio-technology and other new commercial uses to the City is the use of valuable commercial space for non-commercial uses. Although some non-commercial uses are allowed in commercial zones only with a Conditional Use Permit (CUP), there are also some non-commercial uses permitted by right, including residential care facilities which are often located in large structures or on large properties. Allowing residential care facilities in the CG and CP zones (the two commercial zones that currently permit them by right) with a CUP will provide consistency to permitted uses in the commercial zones and still provide the City discretion to allow residential care facilities if proposed in an appropriate location.

The proposed amendment to the Zoning Code also eliminates "Lodging for organization members only," which is listed under the category of "Residential and Lodging" and is permitted by right in the CG zone. A similar use "assembly halls, fraternities, sororities, lodges, etc." is also listed in the matrix under the category "Other services" and is permitted with a conditional use permit in the CG zone. Other similar residential uses in commercial zones, such as hotels and motels, bed and breakfast facilities, and travel trailer parks require a conditional use permit, giving the City discretion over a specific use and location in commercial zones, especially in desirable gateway areas. The use "lodging for organization members only" will be eliminated in favor of the existing use "assembly halls, fraternities, sororities, lodges, etc." for consistency.

Staff feels that the issues are as follow:

1. Whether adding the PD-O and PD-MU zoning designations are appropriate.
2. Whether eliminating the HP designation from the Zoning Code and consolidating its uses and development standards into the CP zone is appropriate.
3. Whether the proposed changes/updates to the commercial zones permitted use matrix are appropriate.

REASONS FOR STAFF RECOMMENDATION:

1. The proposed new zoning designations of PD-O and PD-MU would implement the General Plan, providing zoning categories that are consistent with the existing Planned Office designation and the mixed-use overlay of the General Plan. No zone changes are proposed at this time.

2. Eliminating the Hospital Professional zone and incorporating the land uses and development standards into the Commercial Professional zone would streamline the commercial categories of the Zoning Code and assist in attracting businesses to the area, while not adversely impacting property or business owners
3. Requiring a conditional use permit for residential care facilities in the CG zones will help prevent valuable commercial property from being used by non-commercial uses, while still allowing residential care facilities through the CUP process for appropriate locations in commercial zones.
4. Allowing existing churches to remain and expand within their boundaries, but not allowing new churches within the area designated Planned Office in the General Plan would preserve those areas at city gateways for comprehensively planned employment centers, without negatively impacting existing churches.
5. The proposed amendment would update, modernize, and add flexibility for uses in the commercial permitted use matrix, including fixing an inconsistency among a type of residential use that is listed in the matrix twice.

Respectfully submitted,

Kristina Owens

Kristina Owens
Associate Planner

A. ENVIRONMENTAL STATUS

1. A Notice of Exemption was issued on July 14, 2014, in accordance with CEQA Section 15061(b)(3), "General Rule."
2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements.
3. The project will have no impact on fish and wildlife resources since no sensitive or protected habitat would be impacted by the proposed Zoning Code Amendment.

B. CONFORMANCE WITH CITY POLICY/ANALYSIS

General Plan

The proposed Zoning Code Amendment would be consistent with the General Plan. The addition of Planned Development-Office and Planned Development-Mixed Use designations to the Zoning Code implements the General Plan by adding Zoning designations that are consistent with the existing General Plan. Combining the HP and CP zones into one zoning designation (CP) does not impact General Plan policies and existing Land-Use designations would remain the same.

The Housing Element of the General Plan includes a discussion of residential care facilities, including the requirement that the City allow State-licensed residential care facilities serving six or fewer persons to be treated as a regular residential use and be permitted by right in all residential zones allowing residential uses. The Housing Element also states that licensed residential care facilities are permitted by right in Commercial and Hospital Professional zones, although this is not a requirement of the Lanterman Developmental Disabilities Services Act of the California Welfare and Institutions Code or the State of California. The Lanterman Act addresses the requirement that residential care facilities with six or fewer residents be treated the same as residential uses in residential zones. The proposed amendment to require a Conditional Use Permit for large residential care facilities is not inconsistent with the Housing Element of the General Plan or State law.

Adding Planned Development-Office and Planned Development-Mixed Use Designations

New land use designations were created when the General Plan was adopted in 2012, involving Planned Office and Mixed Use. The Planned Office designation was intended to include bio-technology, research and development, corporate office, and related support office uses in a campus like setting. The area designated Planned Office is approximately 87 acres at the Interstate 15 and Felicita Road interchange area and it is one of the General Plan's target employment areas. The proposed amendment to the Zoning Code implements the General Plan by establishing a commercial zoning category, Planned Development - Office (PD-O), that is consistent with the General Plan designation. No zoning changes on any properties are proposed at this time.

The mixed use designation in the General Plan is intended to add flexibility in certain urban areas to promote infill development with commercial uses. The areas designated for mixed use total approximately 500 acres and are located at Centre City Parkway/Brotherton Road, Escondido Boulevard/Felicita Avenue, and along a portion of East Valley Parkway. The PD-MU zoning designation would implement the mixed use overlay.

A specific list of permitted and conditionally permitted uses and development standards is not being proposed for the PD-O or PD-MU zones since individual projects in a Planned Development zone are reviewed under the existing Planned Development Section of the Zoning Code (Article 19) and existing General Plan policies. Development standards, permitted uses and project design are established for a project on a case by case basis through the Planned Development process. The General Plan guiding principles for these designations will be utilized when reviewing any proposal for development in these areas, including a focus on attracting high paying, high employee density businesses and unified design

elements with buffers between higher intensity development and existing lower density residential development.

Eliminating the Hospital Professional Zone and Combining the Permitted Uses and Development Standards with the Commercial Professional Zone

Upon relocation of the Palomar Medical Center to its new location in western Escondido, including its emergency and acute care departments, some confusion has existed among the public and potential businesses as to the types of businesses permitted in the area surrounding the hospital's Downtown Campus. The term "hospital" in the Hospital Professional (HP) zone has led many to believe that only medical uses are permitted. Eliminating the HP zone and combining the existing Professional Commercial (CP) and HP zones into the CP zone will add clarity and increase flexibility for attracting new businesses to the area. Much of the property zoned HP or CP is located in one of the General Plan's target employment areas and both designations are in close proximity to downtown. The descriptions of both designations are similar, with the CP zone being more broad and inclusive. In order to ensure conformity and consistency for existing uses, all previously permitted and conditionally permitted uses in the HP zone will be incorporated into the CP zone, where they are not already included. Additionally, development standards, including setbacks and building height, will be consistent. Existing buildings and properties will not be made nonconforming due to this Zone Code amendment and no zone changes are proposed.

The Proposed Amendment to the Permitted Use Matrix Related to Residential Care Facilities in Commercial Zones

A primary focus of the City Council's 2013-2014 Action Plan is Economic Development. Many of the economic development goals aim to make Escondido more attractive to new businesses. Residential care facilities are currently a permitted use in the Commercial (CG) and Hospital Professional (HP) zones. Often residential care facilities occupy large commercial buildings or large vacant, commercial parcels at key gateways to the City, reducing the potential for aggregated commercial developments. Additionally, many residential care facilities are operated and/or owned by non-profit organizations, many of which are exempt from paying property taxes and do not pay business license fees. There may be sites in the CG or HP (now CP) zones where a residential care facility would be appropriate, so the Conditional Use Permit process would be maintained to allow discretionary approval. By requiring a CUP for residential care facilities in the CG and CP zones the City will maintain the ability to market commercial properties in desirable gateway areas to businesses with high employee density opportunities, while maintain the discretion to allow a residential care facility on an appropriate site.

Removing the Use "Lodging for Organization Members Only" From the Permitted Use Matrix

The majority of non-commercial uses and commercial uses with a residential component currently require a CUP in commercial zones, including hotels, motels and bed and breakfasts. "Lodging for organization members only" is currently listed in the commercial permitted use matrix in the "Residential and Lodging" section and is a permitted use in the CG zone. "Assembly halls, fraternities, sororities, lodges, etc." is also listed in the commercial matrix, but requires a CUP in the CG zone. Both groups of uses are intended to include the same types of establishments. For consistency, the use "Lodging for organization members only" will be eliminated, leaving "assembly halls, fraternities, sororities, lodges, etc." as requiring a CUP in the CG zone, similar to other similar residential, non-commercial uses. This will provide for more consistency in applying permitted uses in the commercial zones.

Churches and Church Expansion in the Professional Office Area

Churches often occupy large buildings or properties at key gateways to the City, reducing the potential for commercial property to be utilized for commercial development. The General Plan Planned Office designation is intended to encourage comprehensive site planning of "campus-style" employment centers, including research and development, corporate office, and related support uses at city gateways.

No ordinance text is proposed for the commercial zones permitted use matrix (Table 33-332), in the use "social, professional and religious organizations and services," related to churches. Existing churches on property designated in the General Plan as Planned Office will be allowed to operate subject to their approved Conditional Use Permit (CUP), and expansions to existing churches may occur subject to Article 57 as long as they do not increase the boundary of the CUP, including parking. No new churches will be permitted on land designated Planned Office. This amendment would have no negative impact on existing churches, but would facilitate new commercial uses.

FACTORS TO BE CONSIDERED
AZ 14-0001
EXHIBIT "A"

1. The public health, safety and welfare would not be adversely affected by the proposed Zoning Code Amendment, since the amendment involves General Plan implementation, clarification and streamlining of the commercial zone permitted use matrix, and implementing current City Council policy on attracting businesses. No development standards are being modified, no properties are being re-zoned and no new, permitted uses are being added to residential zones.
2. The proposed Zoning Code Amendment would not be detrimental to surrounding properties, since it would implement the General Plan and streamline the commercial permitted use matrix, while not changing the zoning designation on any parcels or allowing new non-residential uses to residential zones. Modifications to permitted uses in commercial zones are consistent with the General Plan.
3. The proposed amendment would be consistent with the General Plan, since no land uses or policies would be amended or impacted, and it would implement the General Plan by adding zoning designation consistent with the General Plan land-uses. The amendment also would strengthen the City Council objective to attract new businesses to the City.

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EXHIBIT "B"
AZ 14-0001

ARTICLE 16. COMMERCIAL ZONES

Note

* Prior history: Zoning Code, Ch. 104, §§ 1041.1, 1041.2, 1041.21, 1041.23, 1041.25, 1041.27, 1041.28, 1041.31, 1041.32.3—1041.32.7, 1041.33, 1041.33.3, 1041.33.4, 1041.33.7, 1041.34.1—1041.34.9, 1041.35.1—1041.35.3, 1041.35.5, 1041.35.6, 1041.39, 1041.39.3, 1041.39.5, 1041.39.7, 1041.39.9, 1041.40 as amended by Ord. Nos. 88-58, 90-2, 90-19, 91-5, 92-17, 92-43, 94-32, 96-2 and 96-11.

Sec. 33-330. Purpose.

(a) Purpose of this article. The commercial zones are intended to implement development and operation of commercial areas for retail and service establishments, neighborhood convenience, and office uses required by residents of Escondido in a manner consistent with the general plan.

(b) Purpose of individual commercial land use districts.

(1) General commercial (CG) zone. The general commercial (CG) zone is established to provide for the community's general commercial needs. This zone is used in areas where a wide range of retail, office, service establishments, and other uses not suitable for residential zones but less intensive than industrial uses, are needed to accommodate the surrounding community.

(2) Neighborhood commercial (CN) zone. The neighborhood commercial (CN) zone is established to provide a shopping center for the sale of convenience goods and personal services for day-to-day living needs, and provide a neighborhood/community activity center. The uses and structures allowed and the standards of development are designed to protect the adjacent residential zones, promote orderly development and avoid traffic congestion within the neighborhood. No land area shall be classified into this zone where such classification would create a zoned CN area of less than one (1) acre or larger than five (5) acres and may be required to be located on an intersection of improved collectors and/or major roads and/or prime arterials as shown on the adopted circulation plan of Escondido. Neighborhood commercial zones shall be separated by at least one (1) mile from any other commercial center or zone.

(3) Professional commercial (CP) zone. The professional commercial (CP) zone is established to provide for the development of certain business and professional offices, medical services, medically related retail, legal services and related support-type uses in locations ~~within or in close proximity to the downtown business district~~ where such uses can conveniently serve the public.

~~(4) Hospital professional (HP) zone. The hospital professional (HP) zone is established to provide areas in close proximity to hospitals for related medical, professional, and support type uses, including medically related retail. (Ord. 97-02, § 2 Exh. A, 1-22-97)~~

(4) Planned development (PD) zone. The planned development (PD) zone is established to encourage the comprehensive site planning and building design in a creative approach through variation in the siting of buildings and the appropriate mixing of land uses and activities. Planned development zoning is subject to Article 19 of the Escondido zoning code and applies to properties zoned Planned Development – Commercial (PD-C), Planned Development – Neighborhood Commercial (PD-CN), Planned Development – Office (PD-O) and Planned Development – Mixed Use (PD-MU).

(c) Interim development standards for properties located in the hospital professional (HP) zone.

(1) Properties located in the hospital professional (HP) zone identified on the city of Escondido adopted zoning map shall be governed by the standards of the professional commercial (CP) zone.

Sec. 33-331. General plan compatibility matrix.

Table 33-331 shows the general plan designation corresponding to the commercial zoning district designations.

Table 33-331

Zoning	Corresponding General Plan Designations
General Commercial (CG)	General Commercial (GC)
Neighborhood Commercial (CN)	General Commercial (GC), all residential designations (existing CN zoning only)
Professional Commercial (CP)	Offices (O), General Commercial (GC)
Hospital Professional (HP)	Offices (O)
Planned Development—Commercial (PD-C)	Planned Commercial (PC), Office (O), General Commercial (GC),
Planned Development—Neighborhood Commercial (PD-CN)	All designations
<u>Planned Development—Office (PD-O)</u>	<u>Planned Office (PO)</u>
<u>Planned Development—Mixed Use (PD-MU)</u>	<u>Planned Commercial (PC), Office (O), General Commercial (GC)</u>

(Ord. No. 97-02 § 2 Exh. A, 1-22-97)

Sec. 33-332. Principal land uses.

The following Table 33-332 lists those uses in the commercial districts which are permitted (P) subject to administrative or plot plan review, or subject to a conditional use permit

(C). In the planned development zones, permitted uses are identified in each planned development master plan approval. In addition to the uses listed below, the following uses shall be subject to conditional use permit requirements of section 33-1200 et seq., of this chapter.

(a) Any use or structure permitted or conditionally permitted in a zone and involving hazardous materials is subject to conditional use permit requirements of section 33-666 of this chapter.

(b) All uses permitted in the CN zone operating between the hours of 11:00 p.m. and 7:00 a.m.

(c) All uses and development permitted in the PD zone are subject to section 33-400 of this chapter.

Table 33-332

PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

The conversion of existing or vacant automobile dealerships to a new, substantially different, use shall require plot plan review pursuant to section 33-344 of this article.

Use Title	CG	CN	CP	HP
Residential and Lodging				
Bed and breakfast* (Article 32)	C			€
Hotels and motels* (Article 63)	C			
Lodging for organization members only	P	-	-	-
Mobilehome parks or travel trailer parks* (Articles 45 & 46)	C			
Manufacturing, Wholesale Trade, and Storage				
Mini-warehouse storage facilities* (section 33-339)	C			
Newspaper printing and publishing	P			
Retail Trade				
Automotive and marine craft				
Sales lots and parts and accessories sale and supply (including autos, motorcycles, trailers, campers, recreational vehicles and marine craft vehicles excluding farm and construction vehicles, three-axle trucks, and buses)	P			
Gasoline service stations including concurrent sale of alcoholic beverages and motor vehicle fuel* (Articles 57 and Council Resolution #5002) With facilities to dispense gasoline to four (4) or fewer vehicles at a time	P			
	C			
Food and liquor				
Food stores (grocery, produce, candy, baked goods, meat, delicatessen, etc.), off-sale beer and wine, off-sale general	P	P		

Use Title	CG	CN	CP	HP
license excluding concurrent sale				
With facilities to dispense gasoline to four (4) or fewer vehicles at a time* (Article 57)	P			
With facilities to dispense gasoline to five (5) or more vehicles at a time* (Article 57)	C			
Liquor stores, packaged (off-sale)	P	P		
General retail				
Building materials and supplies including lumber, heating, plumbing, and electrical equipment, etc. (outdoor storage or sale subject to CUP)	P			
Drugstores	P	P	P	
Pharmacies	P	P	P	P
Florists, gifts, cards, newspapers and magazines	P	P	P	P
Furniture, home and office furnishing and equipment, electrical appliances, and office machines and supplies	P			
General retail, NEC (as determined by the director of planning and building community development, based on conformance with the purpose of the specific zone, interaction with customers, the appearance of the building, the general operating characteristics, and the type of vehicles and equipment associated with the use, and including incidental assembling of customized items)	P	P		
Hospital/medical equipment sales	P		<u>P</u>	<u>P</u>
Nurseries and garden supply stores	P	P		
Outdoor retail, NEC (as a principal use)	C			
Sporting goods (includes ammunition and firearms, fishing, hunting, golf, playground equipment, etc.)	P			
Temporary seasonal sales such as Christmas tree and wreath sales, pumpkin sales, etc., on vacant lots subject to site plan approval	P	P	<u>P</u>	
Eating and Drinking Establishments				
Cabarets and nightclubs (with or without alcoholic beverages, including comedy clubs, magic clubs, etc.)	C			
Drinking places-alcoholic beverages (on-sale beer and wine and on-sale general licenses and public premises) includes bars and taverns, does not include restaurants serving alcoholic beverages.	C			
Restaurants, cafés, delicatessens, sandwich shops, etc.				
Without alcoholic beverages	P	P	P	P
With on-sale beer and wine and on-sale general licenses	P	C	<u>C</u>	
Auto oriented (drive-in,* drive-through*) (section 33-341)	P			
Specialized food sales from pushcart facilities* (section 33-342)	P	P	P	P
Services				
Animal care (excluding kennels)	P	P		

Use Title	CG	CN	CP	HP
Automotive services (including motorcycles, marine craft and recreational vehicles)				
Car-wash, polishing, detailing	P			
Rental and leasing* (Article 57 and Council Resolution #73-264-R) with or without drivers, taxicab service	P			
Repair and related services, except tire retreading and auto body	P			
Auto body	C			
Miscellaneous auto service, except repair and wash (includes motor clinics, auto towing service only)	P			
Educational services				
Day nurseries, child care centers* (Article 57)	P	C	C	€
Schools, including kindergarten, elementary, junior, and senior high schools* (Article 57)	P		C	€
University, college, junior college, and professional schools	P		P	€
Vocational and trade schools	P		P	
Other special training (including art, music, drama, dance, language, etc.)	P	P		
Special needs education	P	P	P	P
Government services				
Administrative centers and courts	P	C	P	€
Operation centers Other government services NEC excluding correctional institutions	C		C	€
Police and fire stations	C	C	C	€
Financial services and institutions (including banks, securities brokers, credit offices, real estate services)				
Insurance	P	P	P	P
Hospital and medical service organizations (including Blue Cross, Blue Shield, etc.)	P		P	P
Medical, dental and related health services				
Hospitals, excluding small medical clinics	C		C	€
Medical, dental and optical laboratories	P		P	P
Medical clinics and blood banks	P		P	P
Medical, dental, optical, and other health care offices	P	P	P	P
Other medical and health services NEC	P		P	P
Sanitariums, convalescent and licensed residential care facilities	PC		C	P
Offices and business services, except medical				
General business services (including advertising, credit reporting, building services, news syndicate, employment services, computer services, drafting, detective/protective services, etc.)	P	P	P	P
General office use (includes professional offices)	P	P	P	P
Mailing, stenographic, accounting and office services	P		P	P

Use Title	CG	CN	CP	HP
Messenger services	P	-	P	P
Travel agencies and services	P	P	P	
Repair services, except automotive				
Apparel and shoe repair and alteration	P	P		
Bicycle repair	P	P		
Locksmiths and key shops	P	P	P	
Miscellaneous repair services (excluding machine shops and welding services)	P			
Small appliance repair and services (including TV, radio, VCR, computers, household appliances, etc.)	P	P		
Watch, clock, and jewelry repair	P	P	P	
Social, professional, and religious organizations and services				
Churches, synagogues, temples, missions, religious reading rooms, and other religious activities* including columbariums and mausoleums* as an incidental use (Article 57). <u>Churches on property designated Planned Office in the general plan: Existing churches may operate subject to their approved conditional use permits. Expansions may occur subject to Article 57 that do not increase the boundary of the conditional use permit, including parking areas. No new churches are permitted on land in the general plan designated Planned Office.</u>	P	C	C	C
Social and professional organizations (political membership, veterans, civic, labor, charitable and similar organizations, etc.)	P	C	P	P
Youth organizations* (Article 57)	P	C		
Other services				
Assembly halls, fraternities, sororities, lodges, etc.	C			
Barber, beauty, nail, and tanning services	P	P	P	P
Equipment rental and leasing service* (Article 57 and Council Resolution #73-264-R) (includes airplanes, business equipment, chairs furniture, construction equipment, sanitation units, sports equipment, etc.)	P			
Mortuary (excluding crematories and mausoleums)	P			
Hospital/medical equipment rental and leasing	P		P	P
Laundry and dry cleaning services				
Self-service, coin-operated	P	P		
Pick-up service only	P	P	P	
Dry cleaning, laundering, pressing and dying for on-site retail customers only	P			
Personal services, NEC (including clothing and costume rental, tattooing, marriage bureaus, baby-sitting services, etc.)	P			

Use Title	CG	CN	CP	HP
Photographic and duplicating services:				
Blueprinting	P		P	
Photocopying	P	P	P	P
Studios, developing, printing, and similar services, except commercial photography	P	P	P	P
Commercial photography, including aerial photographs and mapping services	P		<u>P</u>	P
Picture framing, assembly only	P	P		
Recycling Services* (Article 33):				
Reverse vending machines occupying a total of fifty (50) square feet or less	P	P	P	P
Small collection facilities occupying a total of five hundred (500) square feet or less	P	P	P	P
Aluminum can and newspaper redemption center without can crushing facilities	C			
Cultural Entertainment and Recreation				
Adult entertainment establishments* (Article 42)	P			
Cultural, including museums, art galleries, etc.	P		P	
Entertainment assembly, amphitheater, concert halls, exhibit halls	C			
Health and fitness facilities, including gymnasiums, athletic clubs, body building studios, dance studios, martial arts schools, etc.	P	P	C	€
Swimming schools and pools	C	C		
Libraries	P	P	P	€
Parks	P	P	P	P
Sports and recreation facilities, including bowling alleys, billiards, indoor and outdoor skating facilities, batting cages, riding schools and stables, etc.	C			
Theaters, indoor motion picture and legitimate	P			
Transportation, Communications and Utilities				
Transportation				
Ambulance and paramedic	C		<u>C</u>	€
Bus and train depots	P			
Helipad (as an incidental use only)* (Article 57)	C		C	€
Park-and-ride facilities	P	P	P	P
Parking lots and parking structures (short term)	P		P	P
Taxicab stand	P		<u>P</u>	P
Communications (telephone, telegraph, radio, TV, etc.)				
Broadcasting (radio and/or television), recording, and/or sound studios	P		P	
Personal wireless service facilities* (subject to Article 34)				
Roof-mounted or building-mounted facilities incorporating stealthy designs and/or screened from	P	P	P	P

Use Title	CG	CN	CP	HP
public ways or significant views				
Pole-mounted or ground-mounted facilities that incorporate stealthy designs and do not exceed 35' in height	P	P	P	P
Pole-mounted or ground-mounted facilities that exceed 35' in height or roof-mounted or building-mounted designs which project above the roofline and are not completely screened or considered stealthy	C	C	C	C
Other communications, NEC	C		C	
Radio and television transmitting towers	C		C	
Telephone exchange stations and telegraph message centers	P	P	P	
Utilities (electric, gas, water, sewage, etc.)				
Central processing, regulating, generating, control, collection, storage facilities and substations	C	C	C	C
Distribution facilities	P	P	P	P

* = Subject to special regulations—see Article in parentheses.

P = Permitted use;

C = Conditionally Permitted Use [subject to a Conditional Use Permit (CUP)] pursuant to Sec. 33-1200 et seq.

NEC = Not Elsewhere Categorized.

(Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 97-11, § 2, 6-11-97; Ord. No. 99-15-R, § 4 Exh. A, 6-9-99; Ord. No. 2001-31R, § 14, 12-5-01; Ord. No. 2003-20(R), § 4 Exh. A, 10-15-03; Ord. No. 2004-21, § 10, 11-17-04; Ord. No. 2009-17, § 4, 7-15-09)

Sec. 33-333. Permitted accessory uses and structures.

Accessory uses and structures are permitted in commercial zones, provided they are incidental to, and do not substantially alter the operating character of the permitted principal use or structure as determined by the director of planning and building community development. Such permitted accessory uses and structures include, but are not limited to, the following:

Table 33-333

PERMITTED ACCESSORY USES AND STRUCTURES

Use Title	CG	CN	CP	HP
Accessory buildings such as garages, carports and storage buildings clearly incidental to a permitted use	P	P	P	P
Bus stop shelters* (Article 57 & Article 9, Chapter 23 EMC)	P	P	P	P
Caretaker's or resident manager's quarters (for lodgings,	P			P

Use Title	CG	CN	CP	HP
motels, hotels, and funeral parlors)				
Cottage food operations and home occupations as provided for in Article 44	P	P	P	P
Employee recreational facilities	P		P	P
Live entertainment	P	P	P	P
Outdoor dining in conjunction with an approved eating place* (Article 57)	P	P	P	P
Outdoor display of merchandise* (Article 73)	P	P	P	P
Satellite dish antennas* (Article 34, CUP required for some sizes and heights)	P/C	P/C	P/C	P/C
Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the thirty (30) days thereafter	P	P	P	P
Swimming pools* (Article 57) and tennis courts	P		P	P
Temporary outdoor sales* (Article 73) and special events subject to the issuance of a temporary use permit	P	P	P	P
Vending machines* (Article 33)	P	P	P	P

* = Subject to special regulations—see Article in parentheses.

P = Permitted Accessory Use

(Ord. No. 97-02, § 2 Exh. A., 1-22-97; Ord. No. 2013-07RR, § 4, 12-4-13)

Sec. 33-334. Prohibited uses.

(a) All uses and structures not listed as permitted primary or accessory uses, or conditionally permitted uses shall be prohibited. However, the director of planning and building may approve a use, after study and deliberation, which is found to be consistent with the purposes of this article, similar to the uses listed as permitted uses, and not more detrimental to the zone than those uses listed as permitted uses.

(b) Any existing residential structure shall not be used for both residential and commercial purposes at the same time, except as provided for in Article 44. (Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2013-07RR, § 4, 12-4-13)

Sec. 33-335. Development standards.

(a) All zones. The standards contained in the following table shall apply to all commercial districts and shall be determined minimum unless stated otherwise.

(b) CN zone. No single use shall exceed a gross floor area of five thousand (5,000) square feet except that a grocery store may have a gross floor area of up to thirty thousand (30,000) square feet.

Table 33-335

COMMERCIAL DEVELOPMENT STANDARDS

	CG	CN	CP	HP
Lot area (SF) min. ⁽¹⁾⁽²⁾	None	7,000	7,000	7,000
Average lot width min. ⁽¹⁾	None	100'	50'	50'
Lot frontage min. ⁽¹⁾	All lots shall front on public street (does not include an alley)			50'
Front setback min. ⁽⁴⁾⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	10'	10'	10'
Corner and reverse corner lots	5' ⁽⁶⁾	10'	10'	10'
Facing Centre City Parkway in Landscape Master Plan Overlay ⁽³⁾	15'	15'	15'	15'
Side setback min. ⁽⁴⁾⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	None ⁽⁵⁾ except 10' adjacent to residential zones	None ⁽⁵⁾ <u>5' for first two stories plus 5' for each additional story up to 10' max. when adjacent to residential structures</u>	5' for first two stories plus 5' for each additional story up to 25' max. setback
Corner lots and reverse corner lots	5' ⁽⁶⁾	10'	5'	10'
Facing Centre City Parkway in Landscape Master Plan Overlay ⁽³⁾	15'	15'	15'	15'

	CG	CN	CP	HP
Rear setback min. ⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	20'	<u>5'</u> <u>10' for first two stories</u> <u>plus 5' for each additional story up to 15' max when adjacent to residential structures.</u>	10' for first two stories plus 5' for each additional story
Abutting an alley	None ⁽⁵⁾	10'	5'	10' for first two stories plus 5' for each additional story measured from center line of the alley with a min. 5' setback from edge of the alley
Facing Centre City Parkway in Landscape Master Landscape Overlay ⁽³⁾	15'	15'	15'	15'
Building height maximum	None (UBC)	1 story or 35' whichever is less	75'	75'
Landcaping	According to Article 62			
Lot coverage maximum	None	50%	None	None
Parking	According to Article 39			

	CG	CN	CP	HP
Loading	One off-street space/each building or separate occupancy thereof over 10,000 SF plus one space/each additional 20,000 SF of the gross floor area of the building	Loading to be performed on-site and be from the rear or side of the structure and concealed from street and adjoining residential zoned property by landscape or architecture features		None
Minimum space size	10' wide, 25' long, 14' high	None	None	
Trash storage	Required per section 33-338			
Walls and fences ⁽⁷⁾	A solid masonry wall minimum 6' feet high on the sides of property adjoining a residential zone, school or park (an alley shall constitute a separation, subject to Article 56			

(1) Lots or parcels of land which were legally created prior to the application of this zone shall not be denied a building permit for reason of nonconformance with the parcel requirements of this section.

(2) Parcels of land containing two (2) or more lots developed as a single project shall be maintained as a unit. Where two (2) or more lots are developed as one (1) unit, a covenant may be required by the city in a form satisfactory to the city attorney to ensure that required off-street parking facilities shall be provided on said premises.

(3) A reduced setback may be approved by the director if found consistent with the Centre City Parkway landscape master plan.

(4) Required yard shall not be used for vehicle parking (including overhang), except such portion as is devoted to driveway use.

(5) A building located on a lot line shall have facilities for the discharge of all roof drainage onto the subject lot.

(6) When the yard of a property zoned CG is adjacent or abutting the yard of a residentially zoned property, the following landscaped setbacks shall apply for all buildings and structures:

(A) Front yard setback:

Distance from structure to residential property	Front yard setback
25' or less	Equal to residential zone
26'—50'	10'
Over 50'	5'

(B) Side yard setback shall be minimum five (5) feet.

(C) Side yard setback adjacent to street when the rear yard of the corner and reverse corner lots abuts residentially zoned property shall be minimum ten (10) feet.

(D) Rear yard setback shall be same as the rear yard setback required for adjacent residential zone.

(7) Adjustments to the standards up to twenty-five (25) percent may be approved pursuant to section 33-343.

(Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2011-19R, § 5, 1-11-12)

Sec. 33-336. Projections into yards.

(a) Any yard. The following structures may be erected or projected into any required yard:

(1) Fences and walls in accordance with the city codes or ordinances;

(2) Landscape elements, including trees, shrubs and other plants, except that no hedge shall be grown or maintained at a height or location other than permitted by city ordinances or codes for fences;

(3) Necessary appurtenances for utility services.

(b) Maintain minimum yard. The structures listed below may project into the minimum front yard or rear yard not more than four (4) feet and into the minimum side yard not more than two (2) feet, provided that such projections shall not be closer than three (3) feet to any lot line:

(1) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features;

(2) Fireplace structures and bays, provided that they are not wider than eight (8) feet measured in the general direction of the wall of which it is a part;

(3) Stairways, balconies, door stoops and fire escapes;

(4) Awnings;

(5) Planting boxes or masonry planter not exceeding forty-two (42) inches in height;

(6) Port-cochere over a driveway in side yard, providing such structure is not more than one (1) story in height and twenty-two (22) feet in length, and is entirely open on at least three (3) sides, except for the necessary supporting columns and customary architectural features;

(7) Permitted signs;

(8) ~~Refuse container~~ Trash storage enclosures (rear yard only).

Adjustments to the standards up to twenty-five (25) percent may be approved pursuant to section 33-343. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-337. Performance standards.

The following performance standards shall apply to all land and structures in commercial zones.

(a) All permitted uses shall be conducted entirely within completely enclosed buildings in all commercial zones, except vending machines, parking, loading, pushcarts for specialized food sales, outdoor display, outdoor dining, retail sale of flowers and plants from a gazebo or kiosk, vehicle, boat, and aircraft sales and rental lots, farm and nursery/garden supplies, helipads, and athletic and recreational facilities in conformance with the standards of this chapter, or outdoor retail approved as part of a conditional use permit or other permit issued by the city.

(b) No mechanical equipment, tank, duct, elevator enclosure, cooling tower and/or mechanical ventilator shall be erected, constructed, maintained or altered on the roof of any building or elsewhere on the premises unless all such equipment and appurtenances mentioned above are adequately screened by portions of the same building or other structure with construction and appearance similar to the building on which the equipment and other appurtenances are supported;

(c) No material, equipment or goods of any kind shall be stored on the roof of any building in the commercial zones.

(d) In the CN zone, business hours shall be limited to the hours between 7:00 a.m. and 11:00 p.m. except those uses which are granted a CUP under section 33-1200 et seq., of this chapter. Security lighting shall be permitted during closed hours. Those lighted signs which are directly used in conjunction with a twenty-four (24) hour use shall be reviewed with the CUP. ~~No other signs shall be allowed.~~ (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-338. Trash storage.

Containers for trash storage shall be of a size, type and quantity approved by the director of planning and building community development. They shall be placed so as to be concealed from the street and shall be maintained. Additionally, an area for the storage and pickup of recyclables must be included in this area. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-339. Mini-warehouse storage facilities requirements.

In addition to the requirements set forth in sections 33-335 through 33-337 of this article, no mini-warehouse storage facility projects shall be granted a CUP unless the following requirements are satisfied:

(a) Adequate security shall be provided by managers during hours of operation and/or full-time resident caretakers.

(b) All storage shall be within completely enclosed structures.

(c) Goods or products which are hazardous, toxic or obnoxious, shall be prohibited.

(d) The development shall provide adequate fire and vehicular access and parking to accommodate anticipated vehicle types and quantities including, but not limited to, moving vans, trucks, fire equipment and automobiles.

(e) The proposed development should be compatible with surrounding development (existing and/or anticipated) in terms of scale, mass and setbacks.

(f) Screening should be provided as necessary to visually buffer the proposed development from surrounding streets and properties, particularly residential and may consist of any combination of landscaping, fencing, or other suitable method. Setbacks greater than those required within the CG zone may also be required to reduce impacts to surrounding properties. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-340. Plot plan approval required.

At the time a building permit is requested for expansion of any building or structure, or at any time a new use of land or existing structure which may require additional off-street parking is proposed, or a new, substantially different, use is proposed for the site of an existing or vacant automobile dealership, a plot plan application package shall be submitted to the planning division together with the application fee as established by resolution of the city council. City staff shall review the plans for planning, architecture, zoning compliance, landscaping, engineering, building requirements and safety. After such review, staff may approve, conditionally approve or deny the proposed plan, or refer it to the planning commission. Any aggrieved party may appeal a decision of the staff to the planning commission as outlined in section 33-1303 of Article 61 of this chapter. (Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2009-17, § 4, 7-15-09)

Sec. 33-341. Commercial drive-through facilities requirements.

(a) Plot plan required. A plot plan application shall be required for all drive-through facilities not associated with a project requiring a discretionary application.

(b) Development standards. The following development standards shall apply to all drive-through commercial facilities to ensure that such developments do not have negative impacts on traffic, safety, air quality and visual character of the area in which they are located:

(1) Pedestrian walkways that intersect the drive-through drive aisles, shall have clear visibility, and be emphasized by enriched paving or striping.

(2) Drive-through aisles shall have a minimum twelve (12) foot width on curves and a minimum eleven (11) foot width on straight sections.

(3) Sufficient vehicle stacking room shall be provided on-site behind the speaker area where orders are taken to accommodate a minimum of six (6) ~~cars~~vehicles.

(4) Drive-through aisles shall be constructed with (PCC) concrete.

(5) Drive-through aisles and associated structures should be oriented away from public streets unless significant screening is provided to the satisfaction of the director of ~~planning and building~~ community development. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-342. Specialized food sales from pushcarts.

Specialized food sales from pushcarts are permitted on private property subject to the approved design guidelines for pushcarts and review by the planning division. Where a pushcart request will eliminate existing parking spaces, pedestrian circulation, or landscaping, a minor plot plan application shall be required. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-343. Administrative adjustments.

Certain standards identified in sections 33-335 and 33-336 are eligible for administrative adjustments. Adjustments of up to twenty-five (25) percent may be approved or conditionally approved by the director of ~~planning and building~~ community development upon demonstration that the proposed adjustment will be compatible with, and will not prove detrimental to, adjacent property or improvements. The director shall give notice of his or her intended decision as outlined in Article 61 of this chapter. The applicant shall pay a fee to the city in an amount to be established by resolution of the city council. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-344. Conversion of existing and vacant automobile dealerships.

(a) Plot plan required. A plot plan application shall be required for all existing and vacant automobile dealerships converting to a new, substantially different, use (either in whole or in part). A comprehensive sign program shall be included in applications for the conversion to multiple tenant spaces.

(b) Development criteria. City staff shall review all existing and vacant automobile dealerships converting to a new, substantially different, use to determine that such developments conform to the following criteria and do not have negative impacts on the physical or visual character of the area in which they are located. The following development standards shall not be in excess of those standards required for all other properties in the commercial zone, as provided in the zoning code:

(1) Appropriate on-site landscaping shall soften large expanses of paved areas and buildings, and buffer undesirable views.

(2) Screening of parking lots, trash storage areas, and delivery/service areas shall be provided to the extent feasible.

(3) Adequate street trees shall be included in the site design in proportion to the project and the site to provide shade where feasible.

(4) Site lighting shall meet commercial lighting standards.

- (5) Appropriate stormwater management improvements shall be provided.
- (6) Exterior colors shall be compatible and harmonious throughout the site.
- (7) Entries for multiple tenant spaces shall be defined, be in harmony with the style and proportions of the existing buildings, and not conflict with existing design elements.
- (8) Signage shall be compatible throughout the site with logical and integrated sign locations.
- (9) Visible window areas shall remain uncluttered.
- (10) Fencing or other improvements in disrepair shall be removed or rehabilitated.
(Ord. No. 2009-17, § 4, 7-15-09; Ord. No. 2011-19R, § 5, 1-11-12)

Secs. 33-345—33-359. Reserved.



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: James Scott
1600 Pacific Highway #260
P.O. Box 121750
San Diego, CA 92112-1750

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

Project Title/Case No.: AZ 14-0001

Project Location - Specific: Citywide.

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

Description of Project:

An amendment to Article 16, pertaining to commercial zones, involving adding Planned Development - Office (PD-O) as a new commercial zone implementing the Planned Office designation of the General Plan, eliminating the Hospital Professional (HP) zone and incorporating the uses and development standards into the Commercial Professional (CP) zone, and amending/updating the matrix list of permitted and conditionally permitted principal uses for commercial zones (Table 33-332).

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: City of Escondido

Telephone: (760) 839-4671

Address: 201 North Broadway, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption. Type and section number: 15061(b)(3), "General Rule."

Reasons why project is exempt:

1. The proposed Zoning Code Amendment does not involve any physical modifications or lead to any physical improvements beyond those typically exempt. The Amendment involves only modifications to the commercial zones section of the Zoning Code, including zoning designations and permitted uses. A separate environmental review would be required for any future projects, and they would be conditioned to comply with existing development standards.
2. There is no possibility that the proposed Zoning Code Amendment would have a significant effect on the environment, since it consists of changes to the commercial zones permitted use matrix, adding a new commercial zone designation and eliminating another commercial zone designation, consistent with the General Plan. No physical modifications are proposed and no development standards are being modified.
3. In staff's opinion the proposed amendment would have no impact on fish and wildlife resources, since no sensitive species or habitat would be impacted by the proposed provisions. The amendment involves language modifications to the commercial sections of the Zoning Code only.

Lead Agency Contact Person: Kristina Owens Area Code/Telephone/Extension (760) 839-4519

Signature: Kristina Owens

July 14, 2014

Associate Planner

Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

ORDINANCE NO. 2014-15

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ESCONDIDO ZONING CODE
ARTICLE 16 PERTAINING TO COMMERCIAL
ZONES

Planning Case No. AZ 14-0001

WHEREAS, the Escondido General Plan was adopted on May 23, 2012, by the City Council, and includes commercial land use policies and designations, and

WHEREAS, the City Council desires to facilitate the attraction, retention and expansion of businesses, stimulate the creation of jobs and improve median income, and

WHEREAS, the City Council desires to adopt Zoning Code designations implementing the General Plan and updates to the Commercial Zones permitted use matrix.

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

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

SECTION 2. That the City Council has reviewed and considered the Notice of Exemption prepared for this project and issued on July 14, 2014, in conformance with Title 14 California Code of Regulation, California Environmental Quality Act ("CEQA") Section 15061(b) "General Rule", and has determined that all environmental issues

have been addressed and finds that no significant environmental impact will result from approving these code amendments.

SECTION 3. That upon consideration of the Factors to be Considered, attached as Exhibit "A" to this Ordinance and incorporated by this reference, the staff report and all public testimony presented at the hearing held on this project, this City Council finds the Zoning Code Amendments are consistent with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 4. That specific sections of one (1) Article of the Escondido Zoning Code Chapter 33 are amended as set forth in and attached as Exhibit "B" to this Ordinance and incorporated by these references.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

EXHIBIT "A"
FACTORS TO BE CONSIDERED
AZ 14-0001

1. The public health, safety and welfare would not be adversely affected by the proposed Zoning Code Amendment, since the amendment involves General Plan implementation, clarification and streamlining of the commercial zone permitted use matrix, and implementing current City Council policy on attracting businesses. No development standards are being modified, no properties are being re-zoned and no new, permitted uses are being added to residential zones.
2. The proposed Zoning Code Amendment would not be detrimental to surrounding properties, since it would implement the General Plan and streamline the commercial permitted use matrix, while not changing the zoning designation on any parcels or allowing new non-residential uses to residential zones. Modifications to permitted uses in commercial zones are consistent with the General Plan.
3. The proposed amendment would be consistent with the General Plan, since no land uses or policies would be amended or impacted, and it would implement the General Plan by adding zoning designation consistent with the General Plan land-uses. The amendment also would strengthen the City Council objective to attract new businesses to the City.

EXHIBIT "B"

ARTICLE 16. COMMERCIAL ZONES

Note

* Prior history: Zoning Code, Ch. 104, §§ 1041.1, 1041.2, 1041.21, 1041.23, 1041.25, 1041.27, 1041.28, 1041.31, 1041.32.3—1041.32.7, 1041.33, 1041.33.3, 1041.33.4, 1041.33.7, 1041.34.1—1041.34.9, 1041.35.1—1041.35.3, 1041.35.5, 1041.35.6, 1041.39, 1041.39.3, 1041.39.5, 1041.39.7, 1041.39.9, 1041.40 as amended by Ord. Nos. 88-58, 90-2, 90-19, 91-5, 92-17, 92-43, 94-32, 96-2 and 96-11.

Sec. 33-330. Purpose.

(a) Purpose of this article. The commercial zones are intended to implement development and operation of commercial areas for retail and service establishments, neighborhood convenience, and office uses required by residents of Escondido in a manner consistent with the general plan.

(b) Purpose of individual commercial land use districts.

(1) General commercial (CG) zone. The general commercial (CG) zone is established to provide for the community's general commercial needs. This zone is used in areas where a wide range of retail, office, service establishments, and other uses not suitable for residential zones but less intensive than industrial uses, are needed to accommodate the surrounding community.

(2) Neighborhood commercial (CN) zone. The neighborhood commercial (CN) zone is established to provide a shopping center for the sale of convenience goods and personal services for day-to-day living needs, and provide a neighborhood/community activity center. The uses and structures allowed and the standards of development are designed to protect the adjacent residential zones, promote orderly development and avoid traffic congestion within the neighborhood. No land area shall be classified into this zone where such classification would create a zoned CN area of less than one (1) acre or larger than five (5) acres and may be required to be located on an intersection of improved collectors and/or major roads and/or prime arterials as shown on the adopted circulation plan of Escondido. Neighborhood commercial zones shall be separated by at least one (1) mile from any other commercial center or zone.

(3) Professional commercial (CP) zone. The professional commercial (CP) zone is established to provide for the development of certain business and professional offices, medical services, medically related retail, legal services and related support-type uses in locations where such uses can conveniently serve the public.

(4) Planned development (PD) zone. The planned development (PD) zone is established to encourage the comprehensive site planning and building design in a creative approach through variation in the siting of buildings and the appropriate mixing of land uses and activities. Planned development zoning is subject to Article 19 of the Escondido zoning code and applies to properties zoned Planned Development – Commercial (PD-C), Planned Development – Neighborhood Commercial (PD-CN), Planned Development – Office (PD-O) and Planned Development – Mixed Use (PD-MU).

(c) Interim development standards for properties located in the hospital professional (HP) zone.

(1) Properties located in the hospital professional (HP) zone identified on the city of Escondido adopted zoning map shall be governed by the standards of the professional commercial (CP) zone.

Sec. 33-331. General plan compatibility matrix.

Table 33-331 shows the general plan designation corresponding to the commercial zoning district designations.

Table 33-331

Zoning	Corresponding General Plan Designations
General Commercial (CG)	General Commercial (GC)
Neighborhood Commercial (CN)	General Commercial (GC), all residential designations (existing CN zoning only)
Professional Commercial (CP)	Offices (O), General Commercial (GC)
Planned Development—Commercial (PD-C)	Planned Commercial (PC), Office (O), General Commercial (GC),
Planned Development—Neighborhood Commercial (PD-CN)	All designations
Planned Development—Office (PD-O)	Planned Office (PO)
Planned Development—Mixed Use (PD-MU)	Planned Commercial (PC), Office (O), General Commercial (GC)

(Ord. No. 97-02 § 2 Exh. A, 1-22-97)

Sec. 33-332. Principal land uses.

The following Table 33-332 lists those uses in the commercial districts which are permitted (P) subject to administrative or plot plan review, or subject to a conditional use permit (C). In the planned development zones, permitted uses are identified in each planned development master plan approval. In addition to the uses listed below, the following uses shall be subject to conditional use permit requirements of section 33-1200 et seq., of this chapter.

(a) Any use or structure permitted or conditionally permitted in a zone and involving hazardous materials is subject to conditional use permit requirements of section 33-666 of this chapter.

(b) All uses permitted in the CN zone operating between the hours of 11:00 p.m. and 7:00 a.m.

(c) All uses and development permitted in the PD zone are subject to section 33-400 of this chapter.

Table 33-332

PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

The conversion of existing or vacant automobile dealerships to a new, substantially different, use shall require plot plan review pursuant to section 33-344 of this article.

Use Title	CG	CN	CP
Residential and Lodging			
Bed and breakfast* (Article 32)	C		
Hotels and motels* (Article 63)	C		
Mobilehome parks or travel trailer parks* (Articles 45 & 46)	C		
Manufacturing, Wholesale Trade, and Storage			
Mini-warehouse storage facilities* (section 33-339)	C		
Newspaper printing and publishing	P		
Retail Trade			
Automotive and marine craft			
Sales lots and parts and accessories sale and supply (including autos, motorcycles, trailers, campers, recreational vehicles and marine craft vehicles excluding farm and construction vehicles, three-axle trucks, and buses)	P		
Gasoline service stations including concurrent sale of alcoholic beverages and motor vehicle fuel* (Articles 57 and Council Resolution #5002) With facilities to dispense gasoline to four (4) or fewer vehicles at a time	P		
	C		
With facilities to dispense gasoline to five (5) or more vehicles at a time			
Food and liquor			
Food stores (grocery, produce, candy, baked goods, meat, delicatessen, etc.), off-sale beer and wine, off-sale general license excluding concurrent sale With facilities to dispense gasoline to four (4) or fewer vehicles at a time* (Article 57) With facilities to dispense gasoline to five (5) or more vehicles at a time* (Article 57)	P	P	
	P		
	C		
Liquor stores, packaged (off-sale)	P	P	
General retail			
Building materials and supplies including lumber, heating, plumbing, and electrical equipment, etc. (outdoor storage or sale subject to CUP)	P		
Drugstores	P	P	P
Pharmacies	P	P	P
Florists, gifts, cards, newspapers and magazines	P	P	P
Furniture, home and office furnishing and equipment, electrical appliances, and office machines and supplies	P		

Use Title	CG	CN	CP
General retail, NEC (as determined by the director of community development, based on conformance with the purpose of the specific zone, interaction with customers, the appearance of the building, the general operating characteristics, and the type of vehicles and equipment associated with the use, and including incidental assembling of customized items)	P	P	
Hospital/medical equipment sales	P		P
Nurseries and garden supply stores	P	P	
Outdoor retail, NEC (as a principal use)	C		
Sporting goods (includes ammunition and firearms, fishing, hunting, golf, playground equipment, etc.)	P		
Temporary seasonal sales such as Christmas tree and wreath sales, pumpkin sales, etc., on vacant lots subject to site plan approval	P	P	P
Eating and Drinking Establishments			
Cabarets and nightclubs (with or without alcoholic beverages, including comedy clubs, magic clubs, etc.)	C		
Drinking places-alcoholic beverages (on-sale beer and wine and on-sale general licenses and public premises) includes bars and taverns, does not include restaurants serving alcoholic beverages.	C		
Restaurants, cafés, delicatessens, sandwich shops, etc.			
Without alcoholic beverages	P	P	P
With on-sale beer and wine and on-sale general licenses	P	C	C
Auto oriented (drive-in,* drive-through*) (section 33-341)	P		
Specialized food sales from pushcart facilities* (section 33-342)	P	P	P
Services			
Animal care (excluding kennels)	P	P	
Automotive services (including motorcycles, marine craft and recreational vehicles)			
Car-wash, polishing, detailing	P		
Rental and leasing* (Article 57 and Council Resolution #73-264-R) with or without drivers, taxicab service	P		
Repair and related services, except tire retreading and auto body	P		
Auto body	C		
Miscellaneous auto service, except repair and wash (includes motor clinics, auto towing service only)	P		
Educational services			
Day nurseries, child care centers* (Article 57)	P	C	C
Schools, including kindergarten, elementary, junior, and senior high schools* (Article 57)	P		C
University, college, junior college, and professional schools	P		C

Use Title	CG	CN	CP
Vocational and trade schools	P		C
Other special training (including art, music, drama, dance, language, etc.)	P	P	
Special needs education	P	P	P
Government services			
Administrative centers and courts	P	C	P
Other government services NEC excluding correctional institutions	C		C
Police and fire stations	C	C	C
Financial services and institutions (including banks, securities brokers, credit offices, real estate services)	P	P	P
Insurance	P	P	P
Hospital and medical service organizations (including Blue Cross, Blue Shield, etc.)	P		P
Medical, dental and related health services			
Hospitals, excluding small medical clinics	C		C
Medical, dental and optical laboratories	P		P
Medical clinics and blood banks	P		P
Medical, dental, optical, and other health care offices	P	P	P
Other medical and health services NEC	P		P
Sanitariums, convalescent and licensed residential care facilities			
Sanitariums, convalescent and residential care facilities approved prior to the effective date of Ordinance 2014-15 are exempt from voluntary work limitations identified in Sec. 33-1243 (Non-conforming use ordinance). Expansions and/or intensification of said facilities shall require a conditional use permit subject to Article 61.	C		C
Offices and business services, except medical			
General business services (including advertising, credit reporting, building services, news syndicate, employment services, computer services, drafting, detective/protective services, etc.)	P	P	P
General office use (includes professional offices)	P	P	P
Mailing, accounting and office services	P	P	P
Travel agencies and services	P	P	P
Repair services, except automotive			
Apparel and shoe repair and alteration	P	P	
Bicycle repair	P	P	
Locksmiths and key shops	P	P	P
Miscellaneous repair services (excluding machine shops and welding services)	P		
Small appliance repair and services (including TV, radio, small electronics, computers, household appliances, etc.)	P	P	
Watch, clock, and jewelry repair	P	P	P

Use Title	CG	CN	CP
Social, professional, and religious organizations and services			
Churches, synagogues, temples, missions, religious reading rooms, and other religious activities* including columbariums and mausoleums* as an incidental use (Article 57). Religious establishments listed above and/or assembly uses on property designated Planned Office in the general plan: Existing churches may operate subject to their approved conditional use permits. Expansions may occur subject to Article 57 that do not increase the boundary of the conditional use permit, including parking areas within the Planned Office designation. No new religious establishments and/or assembly uses are permitted on land in the general plan designated Planned Office.	P	C	C
Social and professional organizations (political membership, veterans, civic, labor, charitable and similar organizations, etc.)	P	C	P
Youth organizations* (Article 57)	P	C	
Other services			
Assembly halls, fraternities, sororities, lodges, etc.	C		
Barber, beauty, nail, and tanning services	P	P	P
Equipment rental and leasing service* (Article 57 and Council Resolution #73-264-R) (includes airplanes, business equipment, furniture, construction equipment, sanitation units, sports equipment, etc.)	P		
Mortuary (excluding crematories and mausoleums)	P		
Hospital/medical equipment rental and leasing	P		P
Laundry and dry cleaning services			
Self-service, coin-operated	P	P	
Pick-up service only	P	P	P
Dry cleaning, laundering, pressing and dying for on-site retail customers only	P		
Personal services, NEC (including clothing and costume rental, tattooing, marriage bureaus, baby-sitting services, etc.)	P		
Photographic and duplicating services:			
Blueprinting	P		P
Photocopying	P	P	P
Studios, developing, printing, and similar services, except commercial photography	P	P	P
Commercial photography, including aerial photographs and mapping services	P		P
Picture framing, assembly only	P	P	
Recycling Services* (Article 33):			

Use Title	CG	CN	CP
Reverse vending machines occupying a total of fifty (50) square feet or less	P	P	P
Small collection facilities occupying a total of five hundred (500) square feet or less	P	P	P
Aluminum can and newspaper redemption center without can crushing facilities	C		
Cultural Entertainment and Recreation			
Adult entertainment establishments* (Article 42)	P		
Cultural, including museums, art galleries, etc.	P		C
Entertainment assembly, amphitheater, concert halls, exhibit halls	C		
Health and fitness facilities, including gymnasiums, athletic clubs, body building studios, dance studios, martial arts schools, etc.	P	P	C
Swimming schools and pools	C	C	
Libraries	P	P	C
Parks	P	P	P
Sports and recreation facilities, including bowling alleys, billiards, indoor and outdoor skating facilities, batting cages, riding schools and stables, etc.	C		
Theaters, indoor motion picture	P		
Transportation, Communications and Utilities			
Transportation			
Ambulance and paramedic	C		C
Bus and train depots	P		
Helipad (as an incidental use only)* (Article 57)	C		C
Park-and-ride facilities	P	P	P
Parking lots and parking structures (short term)	P		P
Taxicab stand	P		P
Communications (telephone, telegraph, radio, TV, etc.)			
Broadcasting (radio and/or television), recording, and/or sound studios	P		P
Personal wireless service facilities* (subject to Article 34)			
Roof-mounted or building-mounted facilities incorporating stealthy designs and/or screened from public ways or significant views	P	P	P
Pole-mounted or ground-mounted facilities that incorporate stealthy designs and do not exceed 35' in height	P	P	P
Pole-mounted or ground-mounted facilities that exceed 35' in height or roof-mounted or building-mounted designs which project above the roofline and are not completely screened or considered stealthy	C	C	C
Other communications, NEC	C		C
Radio and television transmitting towers	C		C

Use Title	CG	CN	CP
Telephone exchange stations and telegraph message centers	P	P	P
Utilities (electric, gas, water, sewage, etc.)			
Central processing, regulating, generating, control, collection, storage facilities and substations	C	C	C
Distribution facilities	P	P	P

* = Subject to special regulations—see Article in parentheses.

P = Permitted use;

C = Conditionally Permitted Use [subject to a Conditional Use Permit (CUP)] pursuant to Sec. 33-1200 et seq.

NEC = Not Elsewhere Categorized.

(Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 97-11, § 2, 6-11-97; Ord. No. 99-15-R, § 4 Exh. A, 6-9-99; Ord. No. 2001-31R, § 14, 12-5-01; Ord. No. 2003-20(R), § 4 Exh. A, 10-15-03; Ord. No. 2004-21, § 10, 11-17-04; Ord. No. 2009-17, § 4, 7-15-09)

Sec. 33-333. Permitted accessory uses and structures.

Accessory uses and structures are permitted in commercial zones, provided they are incidental to, and do not substantially alter the operating character of the permitted principal use or structure as determined by the director of community development. Such permitted accessory uses and structures include, but are not limited to, the following:

Table 33-333

PERMITTED ACCESSORY USES AND STRUCTURES

Use Title	CG	CN	CP
Accessory buildings such as garages, carports and storage buildings clearly incidental to a permitted use	P	P	P
Bus stop shelters* (Article 57 & Article 9, Chapter 23 EMC)	P	P	P
Caretaker's or resident manager's quarters (for lodgings, motels, hotels, and funeral parlors)	P		
Cottage food operations and home occupations as provided for in Article 44	P	P	P
Employee recreational facilities	P		P
Live entertainment	P	P	P
Outdoor dining in conjunction with an approved eating place* (Article 57)	P	P	P
Outdoor display of merchandise* (Article 73)	P	P	P
Satellite dish antennas* (Article 34, CUP required for some sizes and heights)	P/C	P/C	P/C
Storage of materials used for the construction of a	P	P	P

Use Title	CG	CN	CP
building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the thirty (30) days thereafter			
Swimming pools* (Article 57) and tennis courts	P		P
Temporary outdoor sales* (Article 73) and special events subject to the issuance of a temporary use permit	P	P	P
Vending machines* (Article 33)	P	P	P

* = Subject to special regulations—see Article in parentheses.

P = Permitted Accessory Use

(Ord. No. 97-02, § 2 Exh. A., 1-22-97; Ord. No. 2013-07RR, § 4, 12-4-13)

Sec. 33-334. Prohibited uses.

(a) All uses and structures not listed as permitted primary or accessory uses, or conditionally permitted uses shall be prohibited. However, the director of planning and building may approve a use, after study and deliberation, which is found to be consistent with the purposes of this article, similar to the uses listed as permitted uses, and not more detrimental to the zone than those uses listed as permitted uses.

(b) Any existing residential structure shall not be used for both residential and commercial purposes at the same time, except as provided for in Article 44. (Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2013-07RR, § 4, 12-4-13)

Sec. 33-335. Development standards.

(a) All zones. The standards contained in the following table shall apply to all commercial districts and shall be determined minimum unless stated otherwise.

(b) CN zone. No single use shall exceed a gross floor area of five thousand (5,000) square feet except that a grocery store may have a gross floor area of up to thirty thousand (30,000) square feet.

Table 33-335

COMMERCIAL DEVELOPMENT STANDARDS

	CG	CN	CP
Lot area (SF) min. ⁽¹⁾⁽²⁾	None	7,000	7,000
Average lot width min. ⁽¹⁾	None	100'	50'
Lot frontage min. ⁽¹⁾	All lots shall front on public street (does not include an alley)		
Front setback min. ⁽⁴⁾⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	10'	10'
Corner and reverse corner lots	5' ⁽⁶⁾	10'	10'
Facing Centre City Parkway in Landscape Master Plan Overlay ⁽³⁾	15'	15'	15'
Side setback min. ⁽⁴⁾⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	None ⁽⁵⁾ except 10' adjacent to residential zones	None ⁽⁵⁾ 5' for first two stories plus 5' for each additional story up to 10' max. when adjacent to residential structures
Corner lots and reverse corner lots	5' ⁽⁶⁾	10'	5'
Facing Centre City Parkway in Landscape Master Plan Overlay ⁽³⁾	15'	15'	15'
Rear setback min. ⁽⁷⁾	None ⁽⁵⁾⁽⁶⁾	20'	5' 10' for first two stories plus 5' for each additional story up to 15' max when adjacent to residential structures.
Abutting an alley	None ⁽⁵⁾	10'	5'
Facing Centre City Parkway in Landscape Master Landscape Overlay ⁽³⁾	15'	15'	15'

	CG	CN	CP
Building height maximum	None (UBC)	1 story or 35' whichever is less	75'
Landscaping	According to Article 62		
Lot coverage maximum	None	50%	None
Parking	According to Article 39		
Loading	One off-street space/each building or separate occupancy thereof over 10,000 SF plus one space/each additional 20,000 SF of the gross floor area of the building	Loading to be performed on-site and be from the rear or side of the structure and concealed from street and adjoining residential zoned property by landscape or architecture features	
Minimum space size	10' wide, 25' long, 14' high	None	None
Trash storage	Required per section 33-338		
Walls and fences ⁽⁷⁾	A solid masonry wall minimum 6' feet high on the sides of property adjoining a residential zone, school or park (an alley shall constitute a separation, subject to Article 56		

(1) Lots or parcels of land which were legally created prior to the application of this zone shall not be denied a building permit for reason of nonconformance with the parcel requirements of this section.

(2) Parcels of land containing two (2) or more lots developed as a single project shall be maintained as a unit. Where two (2) or more lots are developed as one (1) unit, a covenant may be required by the city in a form satisfactory to the city attorney to ensure that required off-street parking facilities shall be provided on said premises.

(3) A reduced setback may be approved by the director if found consistent with the Centre City Parkway landscape master plan.

(4) Required yard shall not be used for vehicle parking (including overhang), except such portion as is devoted to driveway use.

(5) A building located on a lot line shall have facilities for the discharge of all roof drainage onto the subject lot.

(6) When the yard of a property zoned CG is adjacent or abutting the yard of a residentially zoned property, the following landscaped setbacks shall apply for all buildings and structures:

(A) Front yard setback:

Distance from structure to residential property	Front yard setback
25' or less	Equal to residential zone
26'—50'	10'
Over 50'	5'

(B) Side yard setback shall be minimum five (5) feet.

(C) Side yard setback adjacent to street when the rear yard of the corner and reverse corner lots abuts residentially zoned property shall be minimum ten (10) feet.

(D) Rear yard setback shall be same as the rear yard setback required for adjacent residential zone.

(7) Adjustments to the standards up to twenty-five (25) percent may be approved pursuant to section 33-343.

(Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2011-19R, § 5, 1-11-12)

Sec. 33-336. Projections into yards.

(a) Any yard. The following structures may be erected or projected into any required yard:

(1) Fences and walls in accordance with the city codes or ordinances;

(2) Landscape elements, including trees, shrubs and other plants, except that no hedge shall be grown or maintained at a height or location other than permitted by city ordinances or codes for fences;

(3) Necessary appurtenances for utility services.

(b) Maintain minimum yard. The structures listed below may project into the minimum front yard or rear yard not more than four (4) feet and into the minimum side yard not more than two (2) feet, provided that such projections shall not be closer than three (3) feet to any lot line:

(1) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features;

- (2) Fireplace structures and bays, provided that they are not wider than eight (8) feet measured in the general direction of the wall of which it is a part;
- (3) Stairways, balconies, door stoops and fire escapes;
- (4) Awnings;
- (5) Planting boxes or masonry planter not exceeding forty-two (42) inches in height;
- (6) Port-cochere over a driveway in side yard, providing such structure is not more than one (1) story in height and twenty-two (22) feet in length, and is entirely open on at least three (3) sides, except for the necessary supporting columns and customary architectural features;
- (7) Permitted signs;
- (8) Trash storage enclosures (rear yard only).

Adjustments to the standards up to twenty-five (25) percent may be approved pursuant to section 33-343. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-337. Performance standards.

The following performance standards shall apply to all land and structures in commercial zones.

(a) All permitted uses shall be conducted entirely within completely enclosed buildings in all commercial zones, except vending machines, parking, loading, pushcarts for specialized food sales, outdoor display, outdoor dining, retail sale of flowers and plants from a gazebo or kiosk, vehicle, boat, and aircraft sales and rental lots, farm and nursery/garden supplies, helipads, and athletic and recreational facilities in conformance with the standards of this chapter, or outdoor retail approved as part of a conditional use permit or other permit issued by the city.

(b) No mechanical equipment, tank, duct, elevator enclosure, cooling tower and/or mechanical ventilator shall be erected, constructed, maintained or altered on the roof of any building or elsewhere on the premises unless all such equipment and appurtenances mentioned above are adequately screened by portions of the same building or other structure with construction and appearance similar to the building on which the equipment and other appurtenances are supported;

(c) No material, equipment or goods of any kind shall be stored on the roof of any building in the commercial zones.

(d) In the CN zone, business hours shall be limited to the hours between 7:00 a.m. and 11:00 p.m. except those uses which are granted a CUP under section 33-1200 et seq., of this chapter. Security lighting shall be permitted during closed hours. Those lighted signs which are directly used in conjunction with a twenty-four (24) hour use shall be reviewed with the CUP. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-338. Trash storage.

Containers for trash storage shall be of a size, type and quantity approved by the director of community development. They shall be placed so as to be concealed from the street and shall be maintained. Additionally, an area for the storage and pickup of recyclables must be included in this area. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-339. Mini-warehouse storage facilities requirements.

In addition to the requirements set forth in sections 33-335 through 33-337 of this article, no mini-warehouse storage facility projects shall be granted a CUP unless the following requirements are satisfied:

(a) Adequate security shall be provided by managers during hours of operation and/or full-time resident caretakers.

(b) All storage shall be within completely enclosed structures.

(c) Goods or products which are hazardous, toxic or obnoxious, shall be prohibited.

(d) The development shall provide adequate fire and vehicular access and parking to accommodate anticipated vehicle types and quantities including, but not limited to, moving vans, trucks, fire equipment and automobiles.

(e) The proposed development should be compatible with surrounding development (existing and/or anticipated) in terms of scale, mass and setbacks.

(f) Screening should be provided as necessary to visually buffer the proposed development from surrounding streets and properties, particularly residential and may consist of any combination of landscaping, fencing, or other suitable method. Setbacks greater than those required within the CG zone may also be required to reduce impacts to surrounding properties. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-340. Plot plan approval required.

At the time a building permit is requested for expansion of any building or structure, or at any time a new use of land or existing structure which may require additional off-street parking is proposed, or a new, substantially different, use is proposed for the site of an existing or vacant automobile dealership, a plot plan application package shall be submitted to the planning division together with the application fee as established by resolution of the city council. City staff shall review the plans for planning, architecture, zoning compliance, landscaping, engineering, building requirements and safety. After such review, staff may approve,

conditionally approve or deny the proposed plan, or refer it to the planning commission. Any aggrieved party may appeal a decision of the staff to the planning commission as outlined in section 33-1303 of Article 61 of this chapter. (Ord. No. 97-02, § 2 Exh. A, 1-22-97; Ord. No. 2009-17, § 4, 7-15-09)

Sec. 33-341. Commercial drive-through facilities requirements.

(a) Plot plan required. A plot plan application shall be required for all drive-through facilities not associated with a project requiring a discretionary application.

(b) Development standards. The following development standards shall apply to all drive-through commercial facilities to ensure that such developments do not have negative impacts on traffic, safety, air quality and visual character of the area in which they are located:

(1) Pedestrian walkways that intersect the drive-through drive aisles, shall have clear visibility, and be emphasized by enriched paving or striping.

(2) Drive-through aisles shall have a minimum twelve (12) foot width on curves and a minimum eleven (11) foot width on straight sections.

(3) Sufficient vehicle stacking room shall be provided on-site behind the speaker area where orders are taken to accommodate a minimum of six (6) vehicles.

(4) Drive-through aisles shall be constructed with (PCC) concrete.

(5) Drive-through aisles and associated structures should be oriented away from public streets unless significant screening is provided to the satisfaction of the director of community development. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-342. Specialized food sales from pushcarts.

Specialized food sales from pushcarts are permitted on private property subject to the approved design guidelines for pushcarts and review by the planning division. Where a pushcart request will eliminate existing parking spaces, pedestrian circulation, or landscaping, a minor plot plan application shall be required. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-343. Administrative adjustments.

Certain standards identified in sections 33-335 and 33-336 are eligible for administrative adjustments. Adjustments of up to twenty-five (25) percent may be approved or conditionally approved by the director of community development upon demonstration that the proposed adjustment will be compatible with, and will not prove detrimental to, adjacent property or improvements. The director shall give notice of his or her intended decision as outlined in Article 61 of this chapter. The applicant shall pay a fee to the city in an amount to be established by resolution of the city council. (Ord. No. 97-02, § 2 Exh. A, 1-22-97)

Sec. 33-344. Conversion of existing and vacant automobile dealerships.

(a) Plot plan required. A plot plan application shall be required for all existing and vacant automobile dealerships converting to a new, substantially different, use (either in whole or in part). A comprehensive sign program shall be included in applications for the conversion to multiple tenant spaces.

(b) Development criteria. City staff shall review all existing and vacant automobile dealerships converting to a new, substantially different, use to determine that such developments conform to the following criteria and do not have negative impacts on the physical or visual character of the area in which they are located. The following development standards shall not be in excess of those standards required for all other properties in the commercial zone, as provided in the zoning code:

(1) Appropriate on-site landscaping shall soften large expanses of paved areas and buildings, and buffer undesirable views.

(2) Screening of parking lots, trash storage areas, and delivery/service areas shall be provided to the extent feasible.

(3) Adequate street trees shall be included in the site design in proportion to the project and the site to provide shade where feasible.

(4) Site lighting shall meet commercial lighting standards.

(5) Appropriate stormwater management improvements shall be provided.

(6) Exterior colors shall be compatible and harmonious throughout the site.

(7) Entries for multiple tenant spaces shall be defined, be in harmony with the style and proportions of the existing buildings, and not conflict with existing design elements.

(8) Signage shall be compatible throughout the site with logical and integrated sign locations.

(9) Visible window areas shall remain uncluttered.

(10) Fencing or other improvements in disrepair shall be removed or rehabilitated.
(Ord. No. 2009-17, § 4, 7-15-09; Ord. No. 2011-19R, § 5, 1-11-12)

Secs. 33-345—33-359. Reserved.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: August 6, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Helen M. Davies, Environmental Programs Manager, Utilities Department
SUBJECT: Alternative Compliance Program for Onsite Stormwater Structural Controls

RECOMMENDATION:

The Utilities Department requests that Council receive and file the staff report concerning an alternative compliance program for onsite stormwater structural controls, and provide direction on whether staff should pursue the program's implementation.

FISCAL ANALYSIS:

Insufficient information is available to provide costs for the development and implementation of this program. Information on the costs and fiscal benefits of implementing the program would be provided at a future council hearing if staff is directed to pursue this option.

COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

None

BACKGROUND:

Municipal permit R9-2013-0001 has introduced more stringent requirements for development and redevelopment projects in the City of Escondido. An option has also been provided for developers to comply by funding, wholly or in part, projects to improve water quality within the watershed. As this is an optional item, staff is seeking direction from Council on whether to pursue implementing an alternative compliance program.

The benefits of this program would be the potential provision of funds to help the City with requirements to retrofit portions of the existing storm drain system with stormwater structural controls to treat runoff and to assist with stream rehabilitation projects. Money obtained through alternative compliance would need to be used within four years of the first occupancy of the development funding the project.

A number of steps need to be taken before alternative compliance can be used. First, a watershed management area analysis needs to be undertaken. This has been fulfilled though a regional effort. Secondly, a list of candidate projects for alternative compliance needs to be developed by the City. Staff is pursuing this as part of the requirement to develop a retrofit and stream rehabilitation program.

Water quality equivalency measures need to be developed to assess how an alternative compliance project can provide equal or greater benefit to the watershed, and to translate that equivalency into a dollar amount. This effort is being developed by a sub-group of jurisdictions subject to the permit (Cities of Chula Vista, San Diego, and San Marcos, and the County of San Diego). The results will be available during December 2015.

City staff will need to review this water quality equivalency to ensure that it is appropriate for the City of Escondido. Finally a mechanism to collect and manage the funds, ensure that they are used within the mandated timeframe, and methods to show accounting for these funds will need to be developed by City staff before the program can be implemented during 2016 at the earliest.

Respectfully submitted,

A handwritten signature in cursive script that reads "Helen M. Davies". The signature is written in dark ink and is positioned above the typed name.

Helen M. Davies, MS., CPSWQ
Environmental Programs Manager

FUTURE CITY COUNCIL AGENDA ITEMS
July 31, 2014

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

August 13, 2014

4:30 p.m.

CONSENT CALENDAR

Amendment to the City's Schedule of Stop Signs to Add Four (4) New Stop Signs

(E. Domingue)

Two (2) new stop signs are recommended to be installed on Hamilton Lane at the intersection of Eucalyptus Avenue. Two (2) new stop signs are also recommended to be installed on Eucalyptus Avenue at the intersection of Shalimar Place to provide for "All Way Stop Control" at both intersections. The Transportation and Community Safety Commission voted to recommend installation of the proposed four (4) stop signs at their July 10, 2014 meeting.

Establish Engineering and Traffic Surveys (Speed Zones) at Two Locations Citywide

(E. Domingue)

After an updated evaluation of existing speed zones, one (1) new "Engineering and Traffic Survey" to establish posting of a speed limit on Hayden Drive between Bear Valley Parkway and Oak Hill Drive is recommended. Additionally, one (1) decrease in speed limit from 35 MPH to 30 MPH on West Ninth Avenue between Hale Avenue and Auto Park Way is recommended.

Lease Agreement with Verizon Wireless at Mountain View Park

(C. Grimm)

Verizon Wireless has obtained a CUP for a ball field light facility with a small equipment cabinet on Mountain View Park and now requires a lease with the City for the installation and operation of the facilities.

Lease Agreement with SANDAG for a Park and Ride at Kit Carson Park

(C. Grimm)

SANDAG has been temporarily using a lot at Kit Carson Park for its van pool Park & Ride under a License Agreement. After construction of the Del Lago Transit Station was completed, SANDAG realized a need for additional van pool user Park & Ride spaces and is now requesting a lease agreement to continue the use of Kit Carson Park for a longer term.

Emergency Property Use Agreement with CALFIRE at Kit Carson Park

(C. Grimm)

CALFIRE has utilized Kit Carson Park for staging of its base camp in connection with emergency firefighting efforts in the past. The City and CALFIRE desire to enter into a three (3) year, as-needed agreement to formalize the terms of future use and compensation provisions.

August 13, 2014
Continued

CONSENT CALENDAR Continued

Annual Submission of the City of Escondido's Investment Policy
(K. Hugins)

In accordance with California Government Code Section 53646(a)(2), the City Treasurer may annually prepare and submit to the legislative body a statement of Investment Policy and any changes thereto, which will be considered at a public meeting. The Investment Policy provides the City with guidelines for the investment of City funds.

Second Quarter 2014 Treasurer's Report
(K. Hugins)

In accordance with the City's Investment Policy, the City Treasurer is required to submit an investment report to the City Council for review on a quarterly basis. The report will include the type of investment, issuer, date of maturity, par value, book value and market value for each security held by the City.

PUBLIC HEARINGS

CURRENT BUSINESS

Request to Declare a Response Level Two – Water Shortage Alert Condition
(C. McKinney)

State Water Board approved emergency regulations for agencies to increase water conservation efforts.

Future Agenda Items (D. Halverson)

August 20, 2014
4:30 p.m.

CONSENT CALENDAR

Write-Off Uncollectible Receivables
(S. Bennett)

The City has reviewed its outstanding receivables in order to ensure that resources are used efficiently and not devoted to the recovery of uncollectible receivables. As a result, certain outstanding loans have been deemed uncollectible where collection efforts have been exhausted and should therefore be removed from the City's general ledger.

Adoption of Amended Policy Regarding Uncollectible Receivables
(S. Bennett)

The proposed policy has been amended to reflect the reorganization of the Finance Department. This policy will allow the Assistant Finance Director to approve write-offs under \$5000 after a diligent effort to collect. All amounts over \$5000 will be submitted to the City Council as a group at least once a fiscal year.

Adopt Resolutions Updating the Salary Plans for the Unclassified Clerical/Technical Group, Salary Bands for the Management Group, the Unclassified Service Schedule List and the Part-Time Hourly Compensation Plan
(S. Bennett)

The City is required to update positions and salaries with the Management and Unclassified Clerical/Technical Groups, as well as maintain an updated listing of all unclassified employee titles.

August 20, 2014

Continued

PUBLIC HEARINGS

Short-Form Rent Review Board Hearing for Valley Parkway Mobile Home Park

(B. Redlitz)

Valley Parkway Mobile Home Park has 144 spaces with 140 spaces subject to rent control. The owner is requesting a rent increase for 140 spaces. The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24-month period of consideration from December 31, 2011 through December 31, 2013. Seventy-five per cent (75%) of the change in the Consumer Price Index for the 24-month period is 2.460%. The average space rent for the 140 spaces subject to the rent increase is \$454.17. The average requested increase per space is approximately \$11.17.

Short-Form Rent Review Board Hearing for Mobile Park West Mobile Home Park

(B. Redlitz)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24-month period of consideration from December 31, 2011 to December 31, 2013. Seventy-five per cent (75%) of the change in the Consumer Price Index for the period is 2.460%. The average space rent for the 314 spaces subject to rent control is \$447.36. The average requested increase per space is approximately \$11.01.

CURRENT BUSINESS

Future Agenda Items (D. Halverson)



City Manager's WEEKLY UPDATE to City Council

July 30, 2014

ECONOMIC DEVELOPMENT

- Another Property Assessed Clean Energy Program (PACE) will be launching to benefit Escondido residents. CaliforniaFIRST is in the process of launching its residential PACE (Property Assessed Clean Energy) program. The City has been part of CaliforniaFIRST since 2010 when they began offering funding for commercial, industrial and multi-family property owners. California FIRST is now conducting a small scale pilot launch for residential property owners. They expect the full scale launch to be on September 2. More information is available at www.californiafirst.org.
- We will have a Peninsula Women's Soccer League (PWSL) soccer Tournament at Ryan Park on August 2nd and 3rd. There will be 40 teams and around 1,800 players and spectators in the area. They will be using the first 6 of the 8 fields at Ryan Park. Peninsula Women's Soccer League is San Diego's largest women's-only outdoor soccer league.. For more information about PWSL, please visit <http://pwsl.org/>.

SPECIAL EVENTS

Daley Ranch House Rental: We have a private Anniversary Party scheduled at the Ranch House on Saturday, August 2.

COMMUNITY DEVELOPMENT

Planning:

- Management staffs from Planning and Engineering Divisions met with their counterparts at the San Diego County Planning & Development Services Department and LAFCO to discuss street and infrastructure improvement policies. At issue are the County's standards in areas adjacent to Escondido within the City's Sphere of Influence where subsequent annexation creates City deficiencies. The goal is to encourage infrastructure in these unincorporated areas to be more compatible with city requirements. County staff defined established Board policies that determine the nexus and authority to require public improvements, but agreed to work closely with City staff on a case by case basis.
- Major Projects Update:
 - Oak Creek (NUW) – Staff continues to meet regularly with the applicant's team to address issues as they arise. Staff comments on the consultant's 2nd draft screencheck EIR have been transmitted for final editing. The consultant will also provide analysis of issues identified by the RWQCB and Department of Toxic

City Manager's WEEKLY UPDATE to City Council

Substances Control regarding the Chatham flume and groundwater issues. The Draft EIR is anticipated for public review in the next few weeks.

- Amanda Lane (NUW) – Staff completed the review of the revised submittals and provided comments. The application remains incomplete, pending submittal of the necessary letters of permission and easements for offsite improvements, to avoid potential condemnation issues.
- Centerpointe 78 Commercial: – Staff continues to coordinate with the applicant's traffic consultant regarding the traffic impacts and mitigation measures in order to finalize the traffic study for inclusion in the Draft EIR.
- North Broadway Deficiency Area Projects: – The proposed Pickering annexation, 13-lot subdivision and associated MND are scheduled for Planning Commission hearing on August 12th. The application for the Zenner annexation and the associated 40-unit subdivision at Vista Ave. and Lehner Ave. remains incomplete, pending submittal of letters of permission for offsite improvements, to avoid condemnation issues.
- San Diego Veterans Village: Staff has completed review of the initial submittal and provided comments of the proposed Planned Development application for a mixed-use project at 1556 S. Escondido Boulevard. The proposal involves 1.8 acres, 64 multi-family units and 1,690 SF for retail along Escondido Blvd. Comments focused on the historical resource analysis, architectural design and parking.

Building Division:

- The Building Department had very busy week, issuing a yearly high of 72 permits for the week with a total valuation of \$106,024. Inspections and counter contacts were steady with average daily inspections of 24 with 22 on Friday and average daily counter contacts of 32 with 23 on Friday.
- 33 Photovoltaic permits were issued last week, with 348 so far this year. This is the highest weekly total of photovoltaic permits ever issued.
- Plans were submitted to address the change in occupancy for Faith Harbor Church at 444 S. Escondido Blvd.
- The last townhouse building at the Contempo project at 203 S. Orange St. is ready for final Building and Fire inspections.
- The new carwash and Laundromat at 1281 N. Escondido Blvd. has received final inspection approval and Certificate of Occupancy



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

PUBLIC WORKS UPDATE

Capital Improvement Projects:

2013/2014 Street Maintenance Project:

The Preconstruction meeting was held on Wednesday, July 23, 2014. The first day of construction was July 28, 2014 with the contractor having 40 days to complete the project.

Red Flex Camera Removal:

The contractor began removing advanced camera signage and camera stands on Monday June 16. The crews are working at West Valley Parkway and Escondido Boulevard this week.

Private Development

Midway Avenue @ Grand Avenue 16" Gas Main Inspection:

The contractor began excavation on three observation holes along Midway Drive on Monday, June 16, 2014. The three excavations have been back filled and the final pavement restoration was completed on Monday July 28.

Classical Academy: West Valley Parkway roadway improvements

The two existing street light poles and banners have been reinstalled along West Valley Parkway on Monday, July 28. The remaining curb ramp at Juniper Street West Valley Parkway should be installed this week.

Rincon del Diablo Recycled Water Main Extension:

Construction of a 3300' section of 4" recycled water main began on Monday, July 7 along Gary Lane at Nutmeg Street in the Country Club area. The remaining pipeline installation along Nutmeg Street has been slowed due to encountering rock in the pipeline location.

Public Works Operations:

- The call center created 291 work orders last week from phone calls received from residents of the City and others.
- Additional manufactured wood chips were placed in the playground areas at Jesmond Dene, Grove, Westside, El Norte McLeod, and Kit Carson Parks. This was to bring the chip level in the playgrounds up to the required levels.
- The refinishing/rebuilding and repair of the "Welcome to Escondido" sign located at West Valley and Tulip was completed.



City Manager's WEEKLY UPDATE to City Council

- The four drinking fountains in the adult softball complex of Kit Carson Park have been overhauled and are functioning properly.
- Four 18" diameter drainage pipes were extended in Kit Carson Park to provide storm water runoff protection for a recently repaired water main.
- Approximately 375 cubic yards of silt removed from Eagle Scout Lake was loaded and hauled to Ryan Park to be used for future park development.
- 16.5 tons of asphalt pavement was used to repair 44 potholes and 4 Utility Department street repairs.
- One transient camp was eliminated which resulted in the removal of 5 cubic yards of trash.

PUBLIC SAFETY

- The funeral for Officer Laura Perez will be held on Monday, August 4 at 10 a.m. at Cal State San Marcos.
- Neighborhood Transformation Project (NTP) Business Meeting:
Representatives from the Police Department, Neighborhood Services, Economic Development and Escondido Education COMPACT held a lunch meeting at City Hall on July 30 for business owners in the current NTP area (South Escondido Boulevard from 2nd to 13th). This was the 2nd NTP meeting held; the first was targeted toward residents. 15 business owners attended. Chief Carter gave an overview of the NTP and successes PD has had to date in that area. Gary McCarthy gave an update on the dilapidated property at 3rd and S. Escondido Blvd as it has been a topic of concern for many businesses. Mayor Abed shared his personal experience regarding the success of organizing the East Valley Business Association. Bill de la Fuente, founder of Comerciantes Latinos Asociados, talked about the benefits of creating a business association. Michelle Geller shared City resources for businesses and the meeting wrapped up with COMPACT staff leading a discussion on next steps. The consensus by the businesses was that they wanted to organize in order to better effect positive change in their area as far as appearance and crime, and another meeting will be held in approximately one month to get them started.

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