



JUNE 28, 2017
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	John Masson
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Diane Halverson
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Bill Martin
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**June 28, 2017
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 and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory
Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 901 West Washington Avenue, APNs 232-090-72, -54, and -
57 (Public Works Yard)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

- b. **Property:** APNs 238-073-06, -17, -038, -49, -50, -51, -52, -57 (Chatham Site)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Terry Jackson
Under Negotiation: Price and Terms of Agreement

- c. **Property:** 455 North Quince Street, APN 232-091-27 (Wickline Bedding)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**June 28, 2017
4:30 P.M. Meeting**

**Escondido City Council
Mobilehome Rent Review Board**

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: San Diego County Treasurer-Tax Collector: Dan McAllister

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: Regular Meeting of June 14, 2017](#)**

4. **[AMENDMENT TO SECTIONS 12.H AND 13 OF THE MOBILEHOME RENT REVIEW BOARD GUIDELINES -](#)**

Request the City Council/Mobilehome Rent Review Board approve amending Section 12.H and Section 13 of the Mobilehome Rent Review Board Guidelines to allow senior or disabled residents to object to a short-form rent increase application by submitting a signed affidavit in lieu of personally appearing at the hearing and update the Board's procedural rules to correspond with the City Council's procedural rules.

Staff Recommendation: **Approval (Community Development Department: Bill Martin and City Attorney's Office: Mike McGuinness)**

RESOLUTION NO. RRB 2017-02

5. **[FISCAL YEAR 2016 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT -](#)**

Request the City Council approve accepting the Fiscal Year 2016 Operation Stonegarden Grant funds in the amount of \$25,000 from the California Office of Emergency Services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

6. **[FISCAL YEAR 2017-18 POLICE TOW SERVICE AGREEMENTS -](#)**

Request the City Council approve authorizing the Chief of Police to execute Police tow service agreements with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing Inc. to provide police tow, impound, and referral services.

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

RESOLUTION NO. 2017-78

7. **[AWARD OF BIDS FOR THE PURCHASE OF CHEMICALS FOR THE WATER AND WASTEWATER TREATMENT PLANTS -](#)**

Request the City Council approve accepting the lowest responsive, responsible bids for the purchase of twelve chemicals by unit price; authorize the Director of Administrative Services to execute contracts with the lowest responsive and responsible bidders for each of the chemicals, effective July 1, 2017 through June 30, 2018, with the option to renew the contracts for four additional one-year periods conditioned upon budget appropriations; and authorize the rejection of all bids received for the Dewatering Polymer and authorize staff to solicit new formal bids for this chemical.

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

RESOLUTION NO. 2017-88

8. [AWARD REQUEST FOR PROPOSALS NO. 18-02 RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES -](#)

Request the City Council approve authorizing the Mayor and the City Clerk to execute a Public Services Agreement with Steven Smith Landscape Inc. of Escondido, California, for Right of Way Landscape Maintenance Services in the amount of \$275,338.80.

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

RESOLUTION NO. 2017-89

9. [FISCAL YEAR 2017-18 DEPARTMENT OF ALCOHOLIC BEVERAGES CONTROL LOCAL LAW ENFORCEMENT GRANT AND BUDGET ADJUSTMENT -](#)

Request the City Council approve authorizing the Chief of Police to receive a \$59,192 grant award from the California Department of Alcoholic Beverage Control (ABC); authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

RESOLUTION NO. 2017-93

10. [A GROUND LEASE AGREEMENT WITH A STEP BEYOND FOR USE OF PROPERTY LOCATED ADJACENT TO THE ART STUDIOS AT THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO \(CCAЕ\), ADDRESSED AS 340 N. ESCONDIDO BOULEVARD -](#)

Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a thirty-year ground lease agreement for property within an enclosed area located north of CCAE Studios #1 - #4, south of the Escondido Creek, along the fence line, east of the CCAE HVAC system, and west of the wall that extends north from Studio #1; and authorize the CCAE Board of Directors to establish a long-term lease of studio and ancillary space that accommodates A Step Beyond for operating its program.

Staff Recommendation: **Approval (City Manager's Office: Jay Petrek)**

RESOLUTION NO. 2017-94

11. [AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2018 -](#)

Request the City Council approve the purchase of unleaded gasoline and diesel fuel from The SoCo Group, Inc., in the amount of \$1,100,000 utilizing a cooperative purchase agreement with the City of San Diego, RFP No. 10015195-12-Z, Purchasing Contract No. 46000000984, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90

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

RESOLUTION NO. 2017-95

12. [SECOND AMENDMENT TO CONSULTING AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT -](#)

Request the City Council approve authorizing a Second Amendment to the Consulting Agreement with Michael Baker International, in an amount not to exceed \$69,318.40, resulting in a new contract amount of \$1,016,410.40.

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

RESOLUTION NO. 2017-96

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

13. [CONDUCT A PUBLIC HEARING TO CONSIDER A RESOLUTION OF NECESSITY FOR 700 W. GRAND AVENUE \(APN 232-100-16\) -](#)

Request the City Council approve a Resolution of Necessity, authorizing acquisition of property by eminent domain proceeding for 700 W. Grand Avenue.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2017-99

CURRENT BUSINESS

14. [2017-2018 CITY COUNCIL ACTION PLAN UPDATE -](#)

Request the City Council approve the adoption of the 2017-2018 City Council Action Plan.

Staff Recommendation: **Approval (City Manager's Office: Jay Petrek)**

FUTURE AGENDA

15. [FUTURE AGENDA -](#)

The purpose of this item is to identify issues presently known to staff or which members of the City 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 WEEKLY ACTIVITY REPORT

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

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
July 5	-	-	No Meeting	-
July 12	Wednesday	3:30 & 4:30 PM	Regular Meeting	City Council Chambers
July 19	Wednesday	3:30 & 4:30 PM	Regular Meeting	City Council Chambers
July 26	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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

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

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

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

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



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

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

CITY OF ESCONDIDO
June 14, 2017
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:35 p.m. on Wednesday, June 14, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory
Bargaining Unit

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:05 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
June 14, 2017
4:30 P.M. Meeting Minutes

Escondido City Council
and as Successor Agency to the CDC

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, June 14, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

C. Montgomery led the Moment of Reflection.

FLAG SALUTE

Councilmember Gallo led the Flag Salute.

ATTENDANCE:

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

ORAL COMMUNICATIONS

Shirley Altman, Escondido, requested the City eliminate the odor from the HARFF.

Jerry Swadley, Escondido, shared his concerns regarding gang, transient, and criminal activity at the Escondido Country Club and requested assistance from the City.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve all Consent Calendar items. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES: Regular Meeting of May 24, 2017**

4. **AWARD OF BID FOR LEGAL ADVERTISING FISCAL YEAR 2017-18 -**
Request the City Council approve awarding the bid for the City's legal advertising for a one-year period to The Daily Transcript. (File No. 0600-10 [A-3193])

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

RESOLUTION NO. 2017-81

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

5. **ZONING CODE AMENDMENT (AZ 16-0009) - Continued from May 24, 2017**
Request the City Council approve an amendment to Article 34 (Communication Antennas) of the Escondido Zoning Code, with modifications as recommended by staff based on input from the City Council and wireless industry representatives. (File No. 0810-20)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2017-10RR (First Reading and Introduction)

Mike Strong, Assistant Director of Planning, and Jay Paul, Assistant Planner, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this item in anyway.

Michael Fulton, representative for T-Mobile, requested changes regarding the dimensions of small cell communication antennas.

Paul O'Boyle, attorney representing Crown Castle, thanked Council and staff for the changes and requested additional changes to the ordinance regarding dimensions of the equipment.

Leslie Daigle, representative for Verizon Wireless, requested a continuance for this item and additional changes to the ordinance regarding dimensions of the equipment.

Patricia Borchmann, Escondido, shared her support for the ordinance but requested changes to the overall process regarding the Planning Commission.

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

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve an amendment to Article 34 (Communication Antennas) of the Escondido Zoning Code, with modifications as recommended by staff based on input from the City Council and wireless industry representatives and adopt Ordinance No. 2017-10RR. Motion carried unanimously.

6. **ADOPTION OF FISCAL YEAR 2017-18 ANNUAL OPERATING BUDGET AND THE APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2017-18 -**
Request the City Council approve the Fiscal Year 2017-18 Annual Operating Budget and the Appropriations Limit (GANN Limit) for Fiscal Year 2017-18. (File No. 0430-30)

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

A) RESOLUTION NO. 2017-75 B) RESOLUTION NO. 2017-76

Sheryl Bennett, Director of Administrative Services, Joan Ryan, Assistant Director of Finance, and Jodi Coco, Budget Manager presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this item in anyway.

Patricia Borchmann, Escondido, shared concerns regarding anticipated revenue projections.

Vanessa Valenzuela, Escondido, commented on the new format concerning detailed salary information and requested it be added to the budget as an appendix; shared concerns regarding \$102,000 budget for Reidy Creek Golf Course; requested a \$500,000 budget allocation for skate park; and proposed the City Council form a budget committee for the next scheduled agenda.

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

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve the Appropriations Limit (GANN Limit) for Fiscal Year 2017-18 and adopt Resolution No. 2017-76. Motion carried unanimously.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve the Fiscal Year 2017-18 Annual Operating Budget with amendments and adopt Resolution No. 2017-75R. Ayes: Abed, Gallo, Masson, Morasco; Noes: Diaz; Motion carried.

FUTURE AGENDA

7. FUTURE AGENDA -

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

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

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Councilmember Gallo reported that the San Diego County Water Authority was going to begin utilizing drone technology; North County Transit District will be discussing their budget on June 15, 2017.

Deputy Mayor Masson attended a League of California Cities budget briefing in Sacramento; discussed SB 649 regarding small cell legislation; the League opposed AB 6623; discussed SB 231 regarding taxes and fees for stormwater; the League supported SB 5 with an amendment.

Mayor Abed attended a SANDAG Executive Committee meeting and a Board of Directors meeting; he shared an update regarding AB 805; SANDAG approved their budget; SANDAG created a pension obligation fund.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:49 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4

Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Amendment to Sections 12.H and 13 of the Mobilehome Rent Review Board Guidelines

RECOMMENDATION:

It is requested that the Escondido Mobilehome Rent Review Board ("Board") adopt Resolution No. RRB 2017-02 amending Section 12.H and Section 13 of the Mobilehome Rent Review Board Guidelines to (1) allow senior or disabled residents to object to a short-form rent increase application by submitting a signed affidavit in lieu of personally appearing at the hearing; and (2) update the Board's procedural rules to correspond with City Council's procedural rules.

PREVIOUS ACTION:

The Mobilehome Rent Review Board Guidelines ("Guidelines") were originally adopted on September 28, 1988, shortly after the voters adopted Proposition K, the City's mobile home rent protection initiative. The Guidelines were most recently amended in 1998 to modify the short-form application process in Section 12.H.

On May 3, 2017, the City Council considered proposed changes to Section 12.H of the Guidelines which would allow senior or disabled residents to object to a short-form rent increase application by submitting a signed affidavit in lieu of personally appearing at the hearing. The City Council voted to continue the agenda item for sixty (60) days, during which time staff was instructed to communicate with mobile home park residents and owners about the proposed changes.

BACKGROUND:

In 1997 the Board adopted changes to the Guidelines that provided for a "short-form" rent increase application process. The short-form application was designed as an alternative to the lengthy and contentious long-form rent increase hearing, and to avoid the large rent increases that sometimes occurred under the long-form process. Under the short-form application process, the focus is on the change in the Consumer Price Index ("CPI") and a park owner may only request a rent increase of up to 75% of the change in the CPI for a maximum of a two-year period.

Section 12 of the Guidelines provides the rules applicable to the short-form rent increase application process. Section 12, Subsection E requires the Board to presume that up to 75% of the CPI is a fair, just, and reasonable rent increase. However, Subsection H allows residents of the affected mobile home park to object to the proposed rent increase. If residents from a majority of the spaces in the park

which are subject to rent control personally appear before the end of the hearing and state their objection to the rent increase application, the Board has the option of denying the short-form application.

Because appearing in person at a rent increase hearing can be a hardship for senior or disabled residents, Staff recommends that the Board amend Subsection H to make it easier for those residents to object to a short-form rent increase application. Therefore, Staff suggests that Section 12.H of the Guidelines be amended to allow senior or disabled residents who are subject to rent control to submit a signed affidavit stating their objection to the short-form application, in lieu of personally appearing. The affidavit must provide the resident's name, address and a statement submitted under penalty of perjury that travelling in person to the hearing would be a physical hardship for them. In addition, the affidavit must state the resident's objection to the short-form application. Petitions with multiple signatures will not be accepted.

Second, Staff is proposing "clean up" amendments to Section 13 of the Guidelines, which contain the rules of order and procedure for Board meetings and hearings. Currently, Section 13 contains provisions which are similar to the City Council's rules of order and procedure; however, there are some discrepancies. For example, Section 13.A of the Board's Guidelines state that meetings shall start at 4:00 p.m. on Wednesdays; however, City Council rules and procedures state that meetings start at 4:30 p.m. In addition, the Order of Business according to the Board's Guidelines is slightly different from the Order of Business listed in the City Council's rules and procedures. Therefore, the proposed changes would update the time for meetings and replace Section 13, subsections C through Q with a rule that the Board shall follow the City Council's Rules of Order and Procedure (Res. 2014-21).

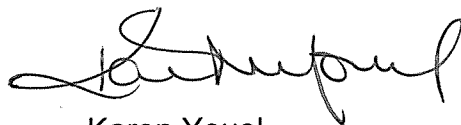
On May 12, 2017, Staff mailed 62 letters to mobilehome park owners and managers in Escondido and 2,070 letters to mobilehome park residents, which described the proposed changes and invited feedback. As of June 15, 2017, Staff has received a total of four comments regarding the proposed changes, which are attached as Exhibit B. Western Manufactures Housing Communities Association expressed concern regarding the breadth of the changes to include all seniors without any vetting of need of reasonable accommodation. The other three letter supported the changes, with one expressing concern that the changes would require a notarization, which would add cost and logistics which would be difficult for persons needing accommodation.

A redlined version of the Guidelines is attached to this Staff Report as Exhibit A. Responses received as of June 15, 2017, are attached to this Staff Report as Exhibit B.

Respectfully submitted,



Bill Martin
Director of Community Development



Karen Youel
Housing & Neighborhood Services Manager

MOBILEHOME RENT REVIEW BOARD GUIDELINES

Adopted by Minute Action September 28, 1988

Amendment by Minute Action January 11, 1989

Amended by Minute Action February 8, 1989

Amended by Resolution RRB 89-5 May 17, 1989

Amended by Resolution RRB 90-7 April 4, 1990

Amended by Resolution RRB 94-05 April 13, 1994

Amended by Resolution RRB 94-12 January 11, 1995

Amended by Resolution RRB 97-05 December 3, 1997

Amended by Resolution RRB 97-07, December 17, 1997

Amended by Resolution RRB 98-07, June 10, 1998

Amended by Resolution No. 2005-132

Amended by Resolution RRB 2017-02, June 28, 2017

CITY OF ESCONDIDO
MOBILEHOME RENT REVIEW BOARD GUIDELINES

Following are the guidelines for the rent review process including staff review, the staff report, and the rent review hearings. Also included are Board rules of order.

Section 1: Staff Review.

When a park owner submits an application for a rent increase request, staff shall review the application to determine whether or not it is complete. If the application is determined to be incomplete, the park owner shall be notified of the deficiencies.

Once an application is determined to be complete, staff will notify all affected residents that they can review the application and any supporting documents and that they have thirty (30) days to respond with written comments or other forms of documentation. The applicant and tenant representative(s) will be provided with a copy of these guidelines at that time.

A thirty (30) day notice is mailed to residents, which informs them of their right to review the park owner's application and all supporting documents. A copy of the application is provided to the park tenant representative(s) for review. A copy is also available at the City Clerk's Department at City Hall.

Any information submitted by the park owner after the application is determined to be complete will not be incorporated into the staff report because the residents may not have had an opportunity to review the information during their thirty (30) day review period. (Please see the "Written Communication" section under "Hearing Process" for other policies concerning the submittal of written information.)

Staff will then compile a report for the Rent Review Board which summarizes the application.

The City's Code Enforcement Division will inspect the common areas of the park and submit a report concerning the condition of the facilities. Also, any past violations and any corrective actions will be reported.

Section 2: Staff Report.

The Rent Review Board members will be given a written staff report which describes the park, summarizes the park owner's application, and analyzes the rent increase request. A copy of the park owner's application and the residents' responses will be attached to the report.

Section 3: Hearing Process.

While the Rent Review Ordinance spells out certain requirements for the hearing process, it is deemed beneficial to further refine the process so that the Board and the parties involved all have a clear understanding of the hearing process, and will know what to expect on the day of the hearing.

Section 4: Notice of Public Hearing.

In accordance with the rent protection ordinance, park residents and the park owner will be noticed at least ten (10) days prior to the hearing date. The Code Enforcement Division report will be available for review ten (10) days in advance of the hearing. The staff report will be available for public review when the report is delivered to the Board for review, and the notice will inform the parties of this fact. A copy of the staff report will either be sent by certified mail or picked up by the park owner, and a designated resident representative(s).

Section 5: Staff Presentation.

On the date of the hearing, staff will give a brief summary of the report and application. The Board members may then ask questions of the staff. A representative from the City Attorney's Office will attend meetings to offer legal assistance as needed. Minutes will be taken by the City Clerk staff.

Section 6: Public Input.

As specified in the ordinance, the park owner and the affected tenants will be given an opportunity to address the Board. Designated representatives for either party will also be allowed to present testimony. Slips indicating a "request to speak" are provided at the meeting. The park owners present their testimony first. As detailed in the ordinance, the applicant and affected residents can only offer written information for the first time at the hearing if good cause is shown as to why such evidence was not previously filed with the City Clerk's Department. The Board encourages the applicant and the affected residents to appoint one or two representatives to present information at the hearing. Time limits for speakers are described in the Guidelines under "Board Rules of Order...Manner of Addressing Board—Time Limit."

If the Board determines that they have sufficient information to reach a decision, they will close the hearing. If they require further information, the hearing will be continued to a specified date to allow the parties or staff an opportunity to collect the necessary data.

Once the Board has all the information they deem necessary, they will close the hearing. Once the hearing is closed the Board has fifteen (15) days to make a determination. The Board may consider the option of making a determination at the hearing in an attempt to resolve the issue as quickly as possible. Whether or not the Board reaches a decision on the day of the hearing, the Board will be required, under the Brown Act, to deliberate and reach a decision at a public meeting rather than in closed session.

Section 7: Policies Governing Board Review.

- A. CPI - The Board will consider increases in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component, as one of the relevant factors, when reviewing an application for rent increase.

In considering increases in the Consumer Price Index, the Board concludes that many components of CPI (such as food, entertainment, medical care, shelter, and apparel & upkeep) do not pertain to the cost of owning and operating a mobilehome park. Therefore, the Board shall take into account no more than 60% of increases in the CPI which portion

of the CPI shall include costs properly associated with the operation of a mobilehome park (such as property taxes, fuel, and utilities).

Section 8: Capital Improvements.

A. Definition and Examples of Capital Improvements - Capital Improvement is defined by Section 1(b) of the Mobilehome Space Rent Control Ordinance to mean "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs."

1. Normal routine maintenance and repair of a park is not a capital improvement. For example, patching of potholes and slurring of asphalt streets and roadways constitute ordinary repairs and are not capital improvements within the meaning of the Ordinance.
2. Major replacement or major reconstruction of an existing facility or improvement constitute capital improvements. For example, the major replacement and/or reconstruction of streets or roadways, sewer lines, water lines and gas lines constitute capital improvements.
3. Addition of new facilities in a park, such as a new office or utility room, a sauna, a jacuzzi or an addition to a recreation room, are also examples of capital improvements.
4. Capital improvements which would otherwise form the basis for a capital improvement rent increase cannot be the basis of such an increase if the park owner charges a fee for the use of the improvement. For example, additional washers and dryers installed for the use of residents cannot be the basis for a capital improvement rent increase if the tenants must pay to use them.
5. Portable items, such as pool furniture and landscaping or gardening equipment, do not constitute capital improvements.
6. Rent increase requests based entirely or in part on capital improvements can be brought before the Board prior to the initiation of the proposed work. In these cases, the applicant is encouraged to seek the approval of his/her residents for the improvement, prior to the submittal of an application.

B. Capital Improvement/Rehabilitation Work - In any case where a park owner submits a rent increase application that is based in part, or entirely on the cost of capital improvements and/or rehabilitation work, the Board shall calculate the cost utilizing the following:

The work is amortized over the expected life of the improvement. Standard depreciation tables used to determine deductions for taxes shall be used to determine the expected life of the work. Any increase that is granted shall be temporary unless otherwise noted by the Board.

At the time an increase is granted, the Board will list separately any increase for capital improvements or rehabilitation work.

Section 9: Code Violations.

No increase granted for any park shall go into effect until any existing code deficiencies are corrected. Such violations shall not be utilized by the Rent Review Board as a reason for not granting an increase or reducing the amount of a requested increase. A provision regarding the effective date of the Rent Review Board's action shall be included in each Resolution of the Board approving a rent-increase.

Section 10: General policies governing the Board's deliberations and determination.

- A. The Park Survey which compares the condition and quality of each park in the City, shall be regularly updated every two years. Park Appraiser shall contact an officer or designee from the organized residents group who shall participate in all inspections of the park.

When periodically conducting the Park Survey, the appraiser shall contact an officer or designee from the organized residents group who shall participate in all inspections of the park.

- B. To assist in determining a reasonable rate of return, the Board always shall be provided with information setting forth the rate of return for the applicant mobilehome park since the date the last application for a rent increase was deemed complete based on return on cash investment, return on book value, and maintenance of net operating income. The Board recognizes that each application must be evaluated on its own facts and that not every rate of return analysis will be relevant in each application. The Board shall consider the facts of each application and, based on those facts and circumstances, may utilize any, all or none of the rate of return analyses in making its determination of what, if any, rent increase may be warranted.
- C. In order to avoid repetitive hearings and unreasonable burdens on City staff and Park residents no application for a rent increase shall be accepted within a period of one year from the date the last application was deemed complete.
- D. The Board generally prefers to avoid continuing hearings. All persons wishing to make presentations to the Board should come to the hearing fully prepared.
- E. All applications for rent increases shall be accompanied by financial statements covering the period from the date the last application for a rent increase was deemed complete.
- F. All applications shall be accompanied by a statement attesting to the truth and accuracy of all information set forth in the application, which statement shall be signed by the applicant and shall be sworn under penalty of perjury.
- G. All applications shall be accompanied by all documents, receipts, invoices and other data which support and substantiate the claims and assertions set forth in the application.
- H. The application, including all its supporting data and documentation and all other information used to form the basis of any staff presentation or recommendation, shall be available for public review during normal business hours.

- I. Where it determines that an applicant has knowingly falsified any information in the application for a rent increase, the Rent Review Board immediately shall suspend further proceedings on the application and no new application for a rent increase shall be accepted for processing for a period of one year from the date of such action.
- J. The applicant shall be required to deposit the sum of \$5,800 at the time of filing the application with the City. This amount will be used to reimburse the City for costs associated with evaluation of the application and preparation of information regarding the rate of return for the park under criteria established by the Board and to defray the costs of any supplementary work which may be required to insure that the application is complete. This deposit will also be available to pay for analysis of any claims set forth in the application or materials supplied to substantiate claims made in the application to determine their validity and veracity.

Where the deposit is exhausted prior to completion of the review of the rent increase application, no further work on the application shall be conducted until further amounts are deposited, as the Rent Review Board may deem appropriate.

- K. In its evaluation of information submitted to support any application for a rent increase, the Board shall take into account only information, facts and circumstances arising from the date the last application for a rent increase was deemed complete.
- L. The applicant shall bear the burden of proof of establishing, on the basis of substantial evidence, all claims set forth in the application including, without limitation, all claims for expenses, depreciation and other costs incurred in connection with the operation of the subject mobilehome park. Invoices, receipts and other similar documents shall not, by themselves, necessarily establish that such expenses were properly incurred.

Section 11: Written Communication.

- A. If a park owner or any affected resident wishes to submit written information after their respective cutoff dates, said information must be received by the City Clerk's Department at least seven (7) days prior to the hearing.

City staff will distribute the information to the Board members and the affected parties no later than five (5) days prior to the hearing. Any information going to the residents will be given to the designated resident representative.

- B. At the rent review hearing concerning the application, the party submitting said written information shall explain in the course of his/her oral testimony why the Board should consider the late presented material, and why it was not presented earlier. Said party shall ask the Board to consider the late presented written material. If the Board wishes to consider such late presented material, the Board shall:
 - 1. Give the opposing party an opportunity to object to the introduction of such new material.
 - 2. After considering any opposition, determine if "good cause exists" to permit the late presented material be made part of the hearing record, and

3. Give the opposing parties and staff an opportunity to respond orally at the hearing to the new material. Depending upon the type of written material presented, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff an opportunity to further review and comment in writing upon the new written material.
- C. At a particular hearing, the Board may decide that additional written evidence or testimony is required, and ask that a party or staff submit it to the Board. In those circumstances, it is recommended that the Board:
1. Continue the hearing to a date certain by which time the additional information will be available.
 2. Require that the party preparing the additional material give copies of the material to staff at least seven (7) calendar days prior to the date of the continued hearing. City staff will distribute the information to the Board members and the affected parties. Any information going to the residents will be given to the designated resident representative, and
 3. Give the opposing parties and staff an opportunity to respond in writing at least three (3) days before the hearing. Depending upon the type of written material, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff more opportunity to review and comment in writing upon the new written material.

Section 12: The Short-Form Rent Increase Application.

- A. In lieu of using the hearing process and policies set forth in Sections 1 through 9, a park owner may request an increase using the “short form” process. The following principles for the application review and public hearing process will apply only to the “short form” application:
- B. The park owner must use the standard short-form application prepared by the City of Escondido.
- C. A short-form application will only be considered if the park owner’s request applies to 100% of all spaces in the park which are subject to rent control.
- D. The park owner’s request for a rent increase must be based solely on the change in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component (“CPI”) since the last increase granted by the Board. The requested increase may not exceed 75% of the increase in CPI since the last increase granted by the Board, or 8% of the current rent, whichever is less, subject to the two year limit in Section J.
- E. The Board will consider the short-form application at a public hearing. The staff report will not contain analysis of any of the factors required by Section 29-104(g) of the Rent Protection Ordinance other than the change in CPI. In determining whether the amount of the park owner’s requested increase is appropriate, the Board must presume that up to 75% of the Consumer Price Index is a fair, just, and reasonable rent increase. However, the

Board may consider any of the other Ordinance factors at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.

- F. No application fee is required for a short-form application. Any park owner granted any increase as a result of using the short-form application is exempt from the annual per space administration fee imposed by the City pursuant to Resolution No. 2005-132, or any successor resolution. The period of exemption applies to those spaces for which the rent level was set as a result of the short-form application process, and lasts until another increase is granted by the Board.
- G. The City must notify the residents of the park owner's request for a short-form rent increase at least 30 days prior to the hearing. The park owner must provide to the City the names, addresses, and mailing labels for all individuals affected by the application, and the City will mail notice of the application and the date of the hearing to the affected residents.
- H. Any interested person will be allowed to speak at the public hearing on their own behalf, and the Board's consideration of their comments will be limited to the factors set forth in Section 29-104(g) of the Rent Protection Ordinance. If residents from a majority of the spaces in the park which are subject to rent control personally appear at any time prior to the close of the public hearing and state their objection to the short-form application, the Board shall have the option (after verifying the residency status of those objecting) not to approve the short-form application. In lieu of personally appearing, senior and disabled residents may submit a signed affidavit to the City Clerk before the close of the public hearing stating their objection to the short-form application. The affidavit must also include the resident's name, address, and a statement that appearing in person at the hearing would be a physical hardship. Petitions or letters with multiple signatures will not be accepted.
- I. If the Board denies a short form application or grants an increase less than the amount requested in the short-form application, the owner must be permitted to submit a regular application pursuant to Sections 1 through 10. The park owner shall have 30 days from the date of the board's decision on the short-form application to notify the City whether or not they are accepting the decision from the short form application, or whether they wish to file a regular application. The filing of a regular application shall render all of the proceedings from the short form application null and void.
- J. The short form process may not apply to any period in excess of 2 years.
- K. No application for a short-form rent increase will be accepted within a period of one year from the date the last application was submitted.
- L. The City's Code Enforcement Division will inspect the common areas of the park for health and safety violations, and submit a report concerning the condition of the facilities. No increase shall go into effect until any existing code deficiencies are corrected.

Section 13: Board Rules of Order for Hearings.

A. Time of Regular Meetings

The Board shall hold regular meetings at 4:30 p.m. on Wednesdays at the City Hall as scheduled by the Board.

If any regular meeting falls on a holiday, such meeting shall be held on the next business day or on such other day as the Board may designate.

B. Matters Covered

The Board shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Board consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its offices or employees as such. Such communications shall be provided to the Board on an information basis only.

C. Rules of Order and Procedure

The Board shall comply with the Rules of Order and Procedure applicable to the City Council and adopted by Resolution of the Escondido City Council.

~~Order of Business~~

~~Regular business of the Board shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Chair or Boardmembers:~~

- ~~1. Roll Call~~
- ~~2. Consent Calendar~~
- ~~3. Ordinances and Resolutions~~
- ~~4. Affidavits of Publications, Mailing, Posting~~
- ~~5. Current Business and Hearings~~
- ~~6. Briefing~~
- ~~7. Written Communications~~
- ~~8. Oral Communications~~
- ~~9. Closed Session~~
- ~~10. Boardmembers~~
- ~~11. City Manager and Staff~~
- ~~12. City Attorney~~

~~13. — Adjournment~~

~~D. — Consent Calendar Defined~~

~~Those items on the Board agenda which are considered routine by the City Manager, e.g., approval of minutes, resolutions affirming rent increases granted by the Board, and various leases and agreements are listed on the "Consent Calendar" and shall be adopted by one motion unless the Board, staff or the public requests specific items to be discussed and/or removed for separate action. Those items so approved under the heading "Consent Calendar" will appear in the Board minutes in their proper form, i.e. resolution affirming rent increase, approval of minutes, etc.~~

~~E. — Oral Communications~~

~~Time has been reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Board on items of interest to the public. Comments on an item already appearing on the agenda shall be reserved for discussion of that agenda item. Action will not be taken by the Board on items discussed under Oral Communications.~~

~~Issues suitable for administrative action shall be referred automatically to the City Manager for disposition.~~

~~Issues which require detailed Board discussion and/or action shall be placed automatically on the agenda for the Board meeting two (2) weeks following the meeting on which the item was raised before the Board.~~

~~Requests for work, information or assistance from City staff by individual members of the Board which will require anything other than a nominal expenditure of staff time, as determined by the City Manager, shall be placed on the next available Board agenda for action by the full Board.~~

~~F. — Boardmembers~~

~~"Boardmembers" provides members of the Board an opportunity to introduce items not currently before the Board for consideration. Any Boardmember may submit "Boardmember" items on a regular meeting agenda to the City Manager prior to the deadline for submitting items for that meeting. Selection of Chair. The Mayor shall be the Chair of the Rent Review Board.~~

~~G. — Board Action~~

~~Upon motion being made by any Boardmember except the presiding officer, a roll call vote using the voting machine shall be taken. A motion that fails to obtain a majority vote shall die.~~

~~H. — Manner of Addressing Board — Time Limit~~

~~1. — Each person addressing the Board shall step up to the microphone, shall give their name and address in an audible tone of voice for the record and, unless further time is granted by~~

~~concurrence of the Board, shall limit their address to five (5) minutes. One applicant or their representative, and one affected resident or their representative shall be given fifteen (15) minutes to address the Board.~~

- ~~2. Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Board and, in case additional matters are to be presented at the time by any other member of the said group, to limit the number of persons so addressing the Board so as to avoid unnecessary repetitions before the Board.~~
- ~~3. Any member of the Board may require any person giving testimony to respond to questions or clarify any portions of their testimony.~~

~~I. Posting of Agenda~~

~~At least seventy-two (72) hours before a regular meeting the City Manager shall post a certified copy of the agenda specifying the time and location of the regular meeting. Said agenda shall be posted near the Council Chambers.~~

~~J. Closing Time of Board Meetings~~

~~No agenda item may be introduced after the hour of 10:30 p.m.; however, the meeting may be extended beyond 10:30 p.m. upon a majority vote of the Boardmembers.~~

~~K. Processing of Motions~~

- ~~1. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made, it shall be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Boardmembers.~~
- ~~2. The presiding officer shall at any time by majority consent of the Boardmembers, permit a Boardmember to propose the reordering of agenda items.~~
- ~~3. If the question contains two or more divisionable propositions, the presiding officer may, upon request of a Boardmember, divide the same.~~

~~L. Precedence of Motions~~

- ~~1. When a motion is before the Board, no motion shall be entertained except (precedence in order indicated):~~
 - ~~(a) to adjourn~~
 - ~~(b) to fix hour of adjournment~~
 - ~~(c) to lay on the table~~
 - ~~(d) for the previous question~~

~~(e) — to postpone to a certain day~~

~~(f) — to refer~~

~~(g) — to amend~~

~~(h) — to postpone indefinitely~~

~~2. — A motion to adjourn shall be in order any time, except as follows:~~

~~(a) — when repeated without intervening business or discussion~~

~~(b) — when made as an interruption of a member while speaking~~

~~(c) — when the previous question has been ordered~~

~~(d) — while a vote is being taken~~

~~3. — A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.~~

~~4. — A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the agenda of the next regular meeting, to be discussed at the following regular meeting.~~

~~5. — A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by Boardmember of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.~~

~~6. — A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.~~

~~7. — A motion to postpone indefinitely shall be fully debatable and if the same is adopted the principal motion shall be declared lost. A motion postponed to a definite time shall be amendable and debatable as to propriety of postponement and time set.~~

~~8. — A motion to refer shall not be debatable except for the propriety of referring.~~

~~M. — Administrative Mandamus~~

~~Persons who are dissatisfied with a decision of the Mobilehome Rent Review Board may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.~~

N. ~~Reconsideration~~

~~Any member of the Board not voting in the minority on any action of the Board may, at the same meeting, or at any subsequent meeting, move to reconsider such action. A reconsideration motion made by a member of the Board voting in the minority shall not be allowed except when made more than one (1) year after the date of the original action.~~

~~Written requests for reconsideration of a Board action shall be provided to each Boardmember on an informational basis. Requests for reconsideration shall be submitted by Boardmembers to the City Manager and shall be placed on a Board agenda under "Boardmembers." At the Board meeting, the request shall be introduced at which time the Board, by majority vote, shall determine if the action is to be reconsidered. If the action is to be reconsidered, the procedure as specified above will be followed.~~

O. ~~Personal Privilege~~

~~The right of any Boardmember to address the Board on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.~~

P. ~~Board Conduct~~

~~No member of the Board shall act in such a manner as to call into disrepute the public image of the Board or which is discourteous to or results in the constant interruption of other members of the Board or members of the public.~~

Q. ~~Parliamentarian~~

~~The City Attorney shall decide all questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a Mobilehome Rent Review Board meeting.~~



May 26, 2017

Ms. Brenda Rojas, Program Administrator
City of Escondido
Housing and Neighborhood Services Division
201 North Broadway
Escondido, CA 92025

RE: *Proposed amendment to Section 12.H of the Mobilehome Rent Review Board Guidelines applicable to short-form rent increase applications*

Dear Ms. Rojas,

Thank you for the opportunity to provide feedback on the proposed changes to the City of Escondido's Short Form Guidelines for Mobilehome Rent Review Board. We appreciate the opportunity to participate.

WMA represents mobilehome parkowners throughout California. While we represent many mobilehome parkowners in Escondido, WMA does not purport to represent all voices on this matter. Certainly, you will have varying opinions of the proposed changes due to the varying effects these changes will have on each park's operations.

The history of the relationship between mobilehome parkowners, residents and the city is long and at times very distributive. It is the parkowner's desire to keep litigation, contentious rent hearings and an overall adversarial relationship in our collective rearview mirrors. The introduction of the short form has been part of the solution to normalize the relationship between all stakeholders. In fact, Escondido should be seen as a model for other cities that wish to limit litigation between the city and parkowners.

Regarding the short form, it is essential to recognize the City of Escondido has put in place an extraordinarily high standard that requires parkowners to have a hearing for an annual increase. In my review of California's ordinances, very few ordinances require such a burden for a sub-inflationary increase. Most rent-controlled jurisdictions permit an automatic increase tied to the CPI, without the hassle or expense of a hearing. In fact, just last week, the City of Carson—well known for its stringent rent control ordinance—eliminated the hearing process. It now allows for an increase of 75% of the CPI. This is part of an effort to reduce costs to the city by half a million dollars a year. Carson's ordinance isn't Escondido's ordinance and Escondido may not have the ability to permit automatic increases. Throughout the years, much thought,

discussion and negotiation has gone into the short form process and it should be preserved in its original form.

The majority of the mobilehome parkowners I spoke to are not completely opposed to the city's response to the Grand Jury. They recognize that to some outsiders looking at the short form process without any context (at this point, no explanation or description of the communication between the Grand Jury and the city has been publically shared with the stakeholders), it *could* be difficult for *some* residents to attend a hearing at city hall.

General Objections:

- 1) The primary objection to the amendment is that it applies to all seniors. Under the proposed language, all seniors are subject to the exemption. Having it apply to all seniors puts senior mobilehome park owners at a significant disadvantage when seeking increases. Certainly, it is not a hardship for all seniors to attend the hearing. Our communities are filled with active seniors who get around town daily without any trouble and it is a fallacy to suggest that all seniors have mobility hardships.

This exemption should apply to people with disabilities only. This would include seniors with mobility issues and we believe those are the residents that the city would be attempting to accommodate with their proposed changes.

- 2) Parkowners are very concerned about the lack of vetting in the proposed changes. It is ripe for abuse. Experience tells us that organizers will collect completed forms from all eligible homeowners using collection tactics that pit homeowners against parkowners.

Another solution would be to **allow these affidavits to be signed and witnessed by the city employee who is conducting the required pre-hearing meeting at the mobilehome park.** This will allow disabled homeowners to participate in a protest against the increase in person at the park, under the watchful eye of the city. We think this process offers more oversight while at the same time offers the residents with disabilities an opportunity to formally register their dissent.

Taxi Vouchers. The City of Escondido's Senior Services has a program that allows seniors to apply for taxi vouchers for various appointments. The City Council could expand that program to include mobilehome rent review hearings as well.

Technical Objections

Parkowners had questions about the following terms:

- Use of "Senior." How do you define this term? Aged 55 and over? Aged 62 and over? Aged 65 and over?

- "Resident." Using "effected homeowner" instead would limit the ability to protest to only the resident who owns the home. Otherwise, a visiting guest could protest the increase.

Thank you for the opportunity to participate in this review process. We hope that working together and listening to all the stakeholders' concerns about the short form will produce a better outcome for the city.

Sincerely,

A handwritten signature in black ink that reads "Julie Paule". The signature is written in a cursive style with a large, looping initial "J".

Julie Paule, Regional Representative

From: saexodus@cox.net
Sent: Tuesday, May 16, 2017 2:05 PM
To: Belinda Rojas
Subject: Proposed changes to Section 12.H

Hello, Let me suggest a couple of things.

1. Letter did not provide info on submitting comments and I don't see anything on website allowing such commentary.

Pls. resend with info telling people how to submit comments.

2. Choose a sworn Declaration, not an affidavit for objections to rent increase requests. Besides expense of notarization, (which MANY wanting to respond can't afford and/or travel to) as that would be more effective for the idea of seeking resident input into process.

3. allow the validity of an individual to have the capacity of collecting such declarations to provide the council

All of the above would show sincerity in the solicitation of resident input into the rental increase hearing process.

Bruce Sims
Carefree Ranch Mobilhome Park\
Escondido,CA

{{-_-}}

"Be who you are and say what you feel, because those who mind don't matter and those who matter don't mind."

“One of the most important things that distinguishes science from religion is that in science we (eventually) are happy to change our minds. This is called learning. -Lawrence M. Krauss, Director of the Origins Project at Arizona State University

Karen Youel

From: noreply@www.escondido.org
Sent: Monday, May 22, 2017 3:35 PM
To: Karen Youel
Subject: [Website Feedback]: changes to the rent review board guidelines

Mary Davis
tazsme@cox.net

I think allowing a senior or disable residents to submit a signed affidavit is a very good idea. It will give them finally a chance to be heard.

Mary Davis

HTTP_USER_AGENT: Mozilla/5.0 (Windows NT 6.3; WOW64; rv:53.0) Gecko/20100101 Firefox/53.0
REMOTE_HOST: 68.111.168.59
REMOTE_ADDR: 68.111.168.59
LOCAL_ADDR: 10.255.2.55

From: Michael Land <mikeland030@gmail.com>
Sent: Thursday, May 25, 2017 8:50 AM
To: Belinda Rojas
Subject: Your memo to me May 22, rent control amendments

Hi Belinda,

It was really nice talking with you yesterday, Thank you for mailing me the proposed changes to section 12.H or the RRB.

My wife and I are the owners of our mobile home, and we are seniors.

We agree with your proposal to make the changes as proposed to section 12.H.

Thank you,

ps. We have not received an official notice from the City of Escondido on the proposed rent increase hearing for our mobile home park, Mobile Park West. When is the hearing?

--

Sincerely,

Michael Land

RESOLUTION NO. RRB 2017-02

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD
AMENDING SECTION 12.H OF THE
MOBILEHOME RENT REVIEW BOARD
GUIDELINES

WHEREAS, the Mobilehome Rent Review Board of the City of Escondido, State of California, has adopted "Mobilehome Rent Review Board Guidelines"; and

WHEREAS, the "Mobilehome Rent Review Board Guidelines" were originally adopted on September 28, 1988, and most recently amended on June 10, 1998, to modify Section 12.H concerning the short-form application; and

WHEREAS, Staff has recommended that the Mobilehome Rent Review Board amend Section 12.H and Section 13 of the "Mobilehome Rent Review Board Guidelines"; and

WHEREAS, the Mobilehome Rent Review Board desires to amend Section 12.H and Section 13 of the "Mobilehome Rent Review Board Guidelines" pertaining to the short-form application and rules of order and procedure.

NOW, THEREFORE, BE IT RESOLVED by the Mobilehome Rent Review Board of the City of Escondido, California:

1. That the above recitations are true.
2. That the "Mobilehome Rent Review Board Guidelines" are amended to read as attached and incorporated by this reference as Exhibit "A".

MOBILEHOME RENT REVIEW BOARD GUIDELINES

Adopted by Minute Action September 28, 1988

Amendment by Minute Action January 11, 1989

Amended by Minute Action February 8, 1989

Amended by Resolution RRB 89-5 May 17, 1989

Amended by Resolution RRB 90-7 April 4, 1990

Amended by Resolution RRB 94-05 April 13, 1994

Amended by Resolution RRB 94-12 January 11, 1995

Amended by Resolution RRB 97-05 December 3, 1997

Amended by Resolution RRB 97-07, December 17, 1997

Amended by Resolution RRB 98-07, June 10, 1998

Amended by Resolution No. 2005-132

Amended by Resolution RRB 2017-02, June 28, 2017

CITY OF ESCONDIDO
MOBILEHOME RENT REVIEW BOARD GUIDELINES

Following are the guidelines for the rent review process including staff review, the staff report, and the rent review hearings. Also included are Board rules of order.

Section 1: Staff Review.

When a park owner submits an application for a rent increase request, staff shall review the application to determine whether or not it is complete. If the application is determined to be incomplete, the park owner shall be notified of the deficiencies.

Once an application is determined to be complete, staff will notify all affected residents that they can review the application and any supporting documents and that they have thirty (30) days to respond with written comments or other forms of documentation. The applicant and tenant representative(s) will be provided with a copy of these guidelines at that time.

A thirty (30) day notice is mailed to residents, which informs them of their right to review the park owner's application and all supporting documents. A copy of the application is provided to the park tenant representative(s) for review. A copy is also available at the City Clerk's Department at City Hall.

Any information submitted by the park owner after the application is determined to be complete will not be incorporated into the staff report because the residents may not have had an opportunity to review the information during their thirty (30) day review period. (Please see the "Written Communication" section under "Hearing Process" for other policies concerning the submittal of written information.)

Staff will then compile a report for the Rent Review Board which summarizes the application.

The City's Code Enforcement Division will inspect the common areas of the park and submit a report concerning the condition of the facilities. Also, any past violations and any corrective actions will be reported.

Section 2: Staff Report.

The Rent Review Board members will be given a written staff report which describes the park, summarizes the park owner's application, and analyzes the rent increase request. A copy of the park owner's application and the residents' responses will be attached to the report.

Section 3: Hearing Process.

While the Rent Review Ordinance spells out certain requirements for the hearing process, it is deemed beneficial to further refine the process so that the Board and the parties involved all have a clear understanding of the hearing process, and will know what to expect on the day of the hearing.

Section 4: Notice of Public Hearing.

In accordance with the rent protection ordinance, park residents and the park owner will be noticed at least ten (10) days prior to the hearing date. The Code Enforcement Division report will be available for review ten (10) days in advance of the hearing. The staff report will be available for public review when the report is delivered to the Board for review, and the notice will inform the parties of this fact. A copy of the staff report will either be sent by certified mail or picked up by the park owner, and a designated resident representative(s).

Section 5: Staff Presentation.

On the date of the hearing, staff will give a brief summary of the report and application. The Board members may then ask questions of the staff. A representative from the City Attorney's Office will attend meetings to offer legal assistance as needed. Minutes will be taken by the City Clerk staff.

Section 6: Public Input.

As specified in the ordinance, the park owner and the affected tenants will be given an opportunity to address the Board. Designated representatives for either party will also be allowed to present testimony. Slips indicating a "request to speak" are provided at the meeting. The park owners present their testimony first. As detailed in the ordinance, the applicant and affected residents can only offer written information for the first time at the hearing if good cause is shown as to why such evidence was not previously filed with the City Clerk's Department. The Board encourages the applicant and the affected residents to appoint one or two representatives to present information at the hearing. Time limits for speakers are described in the Guidelines under "Board Rules of Order...Manner of Addressing Board—Time Limit."

If the Board determines that they have sufficient information to reach a decision, they will close the hearing. If they require further information, the hearing will be continued to a specified date to allow the parties or staff an opportunity to collect the necessary data.

Once the Board has all the information they deem necessary, they will close the hearing. Once the hearing is closed the Board has fifteen (15) days to make a determination. The Board may consider the option of making a determination at the hearing in an attempt to resolve the issue as quickly as possible. Whether or not the Board reaches a decision on the day of the hearing, the Board will be required, under the Brown Act, to deliberate and reach a decision at a public meeting rather than in closed session.

Section 7: Policies Governing Board Review.

- A. CPI - The Board will consider increases in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component, as one of the relevant factors, when reviewing an application for rent increase.

In considering increases in the Consumer Price Index, the Board concludes that many components of CPI (such as food, entertainment, medical care, shelter, and apparel & upkeep) do not pertain to the cost of owning and operating a mobilehome park. Therefore, the Board shall take into account no more than 60% of increases in the CPI which portion of

the CPI shall include costs properly associated with the operation of a mobilehome park (such as property taxes, fuel, and utilities).

Section 8: Capital Improvements.

- A. Definition and Examples of Capital Improvements - Capital Improvement is defined by Section 1(b) of the Mobilehome Space Rent Control Ordinance to mean "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs."
1. Normal routine maintenance and repair of a park is not a capital improvement. For example, patching of potholes and slurring of asphalt streets and roadways constitute ordinary repairs and are not capital improvements within the meaning of the Ordinance.
 2. Major replacement or major reconstruction of an existing facility or improvement constitute capital improvements. For example, the major replacement and/or reconstruction of streets or roadways, sewer lines, water lines and gas lines constitute capital improvements.
 3. Addition of new facilities in a park, such as a new office or utility room, a sauna, a jacuzzi or an addition to a recreation room, are also examples of capital improvements.
 4. Capital improvements which would otherwise form the basis for a capital improvement rent increase cannot be the basis of such an increase if the park owner charges a fee for the use of the improvement. For example, additional washers and dryers installed for the use of residents cannot be the basis for a capital improvement rent increase if the tenants must pay to use them.
 5. Portable items, such as pool furniture and landscaping or gardening equipment, do not constitute capital improvements.
 6. Rent increase requests based entirely or in part on capital improvements can be brought before the Board prior to the initiation of the proposed work. In these cases, the applicant is encouraged to seek the approval of his/her residents for the improvement, prior to the submittal of an application.
- B. Capital Improvement/Rehabilitation Work - In any case where a park owner submits a rent increase application that is based in part, or entirely on the cost of capital improvements and/or rehabilitation work, the Board shall calculate the cost utilizing the following:

The work is amortized over the expected life of the improvement. Standard depreciation tables used to determine deductions for taxes shall be used to determine the expected life of the work. Any increase that is granted shall be temporary unless otherwise noted by the Board.

At the time an increase is granted, the Board will list separately any increase for capital improvements or rehabilitation work.

Section 9: Code Violations.

No increase granted for any park shall go into effect until any existing code deficiencies are corrected. Such violations shall not be utilized by the Rent Review Board as a reason for not granting an increase or reducing the amount of a requested increase. A provision regarding the effective date of the Rent Review Board's action shall be included in each Resolution of the Board approving a rent-increase.

Section 10: General policies governing the Board's deliberations and determination.

- A. The Park Survey which compares the condition and quality of each park in the City, shall be regularly updated every two years. Park Appraiser shall contact an officer or designee from the organized residents group who shall participate in all inspections of the park.

When periodically conducting the Park Survey, the appraiser shall contact an officer or designee from the organized residents group who shall participate in all inspections of the park.

- B. To assist in determining a reasonable rate of return, the Board always shall be provided with information setting forth the rate of return for the applicant mobilehome park since the date the last application for a rent increase was deemed complete based on return on cash investment, return on book value, and maintenance of net operating income. The Board recognizes that each application must be evaluated on its own facts and that not every rate of return analysis will be relevant in each application. The Board shall consider the facts of each application and, based on those facts and circumstances, may utilize any, all or none of the rate of return analyses in making its determination of what, if any, rent increase may be warranted.
- C. In order to avoid repetitive hearings and unreasonable burdens on City staff and Park residents no application for a rent increase shall be accepted within a period of one year from the date the last application was deemed complete.
- D. The Board generally prefers to avoid continuing hearings. All persons wishing to make presentations to the Board should come to the hearing fully prepared.
- E. All applications for rent increases shall be accompanied by financial statements covering the period from the date the last application for a rent increase was deemed complete.
- F. All applications shall be accompanied by a statement attesting to the truth and accuracy of all information set forth in the application, which statement shall be signed by the applicant and shall be sworn under penalty of perjury.
- G. All applications shall be accompanied by all documents, receipts, invoices and other data which support and substantiate the claims and assertions set forth in the application.
- H. The application, including all its supporting data and documentation and all other information used to form the basis of any staff presentation or recommendation, shall be available for public review during normal business hours.

- I. Where it determines that an applicant has knowingly falsified any information in the application for a rent increase, the Rent Review Board immediately shall suspend further proceedings on the application and no new application for a rent increase shall be accepted for processing for a period of one year from the date of such action.
- J. The applicant shall be required to deposit the sum of \$5,800 at the time of filing the application with the City. This amount will be used to reimburse the City for costs associated with evaluation of the application and preparation of information regarding the rate of return for the park under criteria established by the Board and to defray the costs of any supplementary work which may be required to insure that the application is complete. This deposit will also be available to pay for analysis of any claims set forth in the application or materials supplied to substantiate claims made in the application to determine their validity and veracity.

Where the deposit is exhausted prior to completion of the review of the rent increase application, no further work on the application shall be conducted until further amounts are deposited, as the Rent Review Board may deem appropriate.

- K. In its evaluation of information submitted to support any application for a rent increase, the Board shall take into account only information, facts and circumstances arising from the date the last application for a rent increase was deemed complete.
- L. The applicant shall bear the burden of proof of establishing, on the basis of substantial evidence, all claims set forth in the application including, without limitation, all claims for expenses, depreciation and other costs incurred in connection with the operation of the subject mobilehome park. Invoices, receipts and other similar documents shall not, by themselves, necessarily establish that such expenses were properly incurred.

Section 11: Written Communication.

- A. If a park owner or any affected resident wishes to submit written information after their respective cutoff dates, said information must be received by the City Clerk's Department at least seven (7) days prior to the hearing.

City staff will distribute the information to the Board members and the affected parties no later than five (5) days prior to the hearing. Any information going to the residents will be given to the designated resident representative.

- B. At the rent review hearing concerning the application, the party submitting said written information shall explain in the course of his/her oral testimony why the Board should consider the late presented material, and why it was not presented earlier. Said party shall ask the Board to consider the late presented written material. If the Board wishes to consider such late presented material, the Board shall:
 - 1. Give the opposing party an opportunity to object to the introduction of such new material.
 - 2. After considering any opposition, determine if "good cause exists" to permit the late presented material be made part of the hearing record, and

3. Give the opposing parties and staff an opportunity to respond orally at the hearing to the new material. Depending upon the type of written material presented, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff an opportunity to further review and comment in writing upon the new written material.
- C. At a particular hearing, the Board may decide that additional written evidence or testimony is required, and ask that a party or staff submit it to the Board. In those circumstances, it is recommended that the Board:
1. Continue the hearing to a date certain by which time the additional information will be available.
 2. Require that the party preparing the additional material give copies of the material to staff at least seven (7) calendar days prior to the date of the continued hearing. City staff will distribute the information to the Board members and the affected parties. Any information going to the residents will be given to the designated resident representative, and
 3. Give the opposing parties and staff an opportunity to respond in writing at least three (3) days before the hearing. Depending upon the type of written material, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff more opportunity to review and comment in writing upon the new written material.

Section 12: The Short-Form Rent Increase Application.

- A. In lieu of using the hearing process and policies set forth in Sections 1 through 9, a park owner may request an increase using the “short form” process. The following principles for the application review and public hearing process will apply only to the “short form” application:
- B. The park owner must use the standard short-form application prepared by the City of Escondido.
- C. A short-form application will only be considered if the park owner’s request applies to 100% of all spaces in the park which are subject to rent control.
- D. The park owner’s request for a rent increase must be based solely on the change in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component (“CPI”) since the last increase granted by the Board. The requested increase may not exceed 75% of the increase in CPI since the last increase granted by the Board, or 8% of the current rent, whichever is less, subject to the two year limit in Section J.
- E. The Board will consider the short-form application at a public hearing. The staff report will not contain analysis of any of the factors required by Section 29-104(g) of the Rent Protection Ordinance other than the change in CPI. In determining whether the amount of the park owner’s requested increase is appropriate, the Board must presume that up to 75% of the Consumer Price Index is a fair, just, and reasonable rent increase. However, the Board may

consider any of the other Ordinance factors at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.

- F. No application fee is required for a short-form application. Any park owner granted any increase as a result of using the short-form application is exempt from the annual per space administration fee imposed by the City pursuant to Resolution No. 2005-132, or any successor resolution. The period of exemption applies to those spaces for which the rent level was set as a result of the short-form application process, and lasts until another increase is granted by the Board.
- G. The City must notify the residents of the park owner's request for a short-form rent increase at least 30 days prior to the hearing. The park owner must provide to the City the names, addresses, and mailing labels for all individuals affected by the application, and the City will mail notice of the application and the date of the hearing to the affected residents.
- H. Any interested person will be allowed to speak at the public hearing on their own behalf, and the Board's consideration of their comments will be limited to the factors set forth in Section 29-104(g) of the Rent Protection Ordinance. If residents from a majority of the spaces in the park which are subject to rent control personally appear at any time prior to the close of the public hearing and state their objection to the short-form application, the Board shall have the option (after verifying the residency status of those objecting) not to approve the short-form application. In lieu of personally appearing, senior and disabled residents may submit a signed affidavit to the City Clerk before the close of the public hearing stating their objection to the short-form application. The affidavit must also include the resident's name, address, and a statement that appearing in person at the hearing would be a physical hardship. Petitions or letters with multiple signatures will not be accepted.
- I. If the Board denies a short form application or grants an increase less than the amount requested in the short-form application, the owner must be permitted to submit a regular application pursuant to Sections 1 through 10. The park owner shall have 30 days from the date of the board's decision on the short-form application to notify the City whether or not they are accepting the decision from the short form application, or whether they wish to file a regular application. The filing of a regular application shall render all of the proceedings from the short form application null and void.
- J. The short form process may not apply to any period in excess of 2 years.
- K. No application for a short-form rent increase will be accepted within a period of one year from the date the last application was submitted.
- L. The City's Code Enforcement Division will inspect the common areas of the park for health and safety violations, and submit a report concerning the condition of the facilities. No increase shall go into effect until any existing code deficiencies are corrected.

Section 13: Board Rules of Order for Hearings.

A. Time of Regular Meetings

The Board shall hold regular meetings at 4:30 p.m. on Wednesdays at the City Hall as scheduled by the Board.

If any regular meeting falls on a holiday, such meeting shall be held on the next business day or on such other day as the Board may designate.

B. Matters Covered

The Board shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Board consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its offices or employees as such. Such communications shall be provided to the Board on an information basis only.

C. Rules of Order and Procedure

The Board shall comply with the Rules of Order and Procedure applicable to the City Council and adopted by Resolution of the Escondido City Council.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2016 Operation Stonegarden Grant

RECOMMENDATION:

It is requested that the City Council accept FY16 Operation Stonegarden Grant Funds in the amount of \$25,000 from the California Office of Emergency Services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

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

PREVIOUS ACTION:

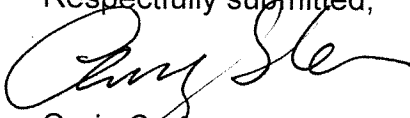
On May 11, 2015, the City Council accepted a FY 2015 Operation Stonegarden Grant in the amount of \$50,000 to pay overtime expenses.

BACKGROUND:

The Escondido Police Department received a \$25,000 FY 2016 Operation Stonegarden Grant from the California Emergency Management Agency. Consistent with grant guidelines, funds will be used to support U.S. Department of Homeland Security Bureau of Customs and Border Protection efforts in the region to improve border security. The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations. This grant will provide operational funding to enforce local and State laws, within our jurisdiction, to target human trafficking, narcotics trafficking, criminal alien gang activity, and weapons trafficking. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

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

Respectfully submitted,



Craig Carter
Chief of Police



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2017-18 Police Tow Service Agreements

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-78 authorizing the Chief of Police to execute Police tow service agreements with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing Inc. to provide police tow, impound, and referral services.

FISCAL ANALYSIS:

The agreements include a total annual licensing fee of \$348,125. This amount will be divided by the four proposed local tow companies resulting in an \$87,031.25 annual fee for each company, payable to the City in quarterly increments.

PREVIOUS ACTION:

On June 25, 2014, the City Council adopted Resolution No. 2014-79 authorizing the City's current, three-year tow agreement.

BACKGROUND:

Under contract with the City, local tow companies provide Police towing, impound, and referral services. Police tows and impounds include towing of vehicles at the direction of the Police Department where the consent of the vehicle owner is not required. Examples include the towing of motor vehicles which are illegally parked or abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department. Referral tows include vehicles towed by the Police Department at the request of the vehicle owner. The current agreements for the provision of tow services expire on June 30, 2017.

In April 2017 City staff requested proposals from local companies for tow services starting July 1, 2017. Six companies responded to the City's request, including Al's Towing, A-Z Enterprises, Allied Gardens Towing, Johnathan's Towing, Roadway Towing, and Sky Towing. The Police Department established a multi-disciplinary inspection team to review the proposals. This team conducted on-site inspections, reviewed financial records, and evaluated submittals to determine compliance with the

requirements in the request for proposals. On-site inspections included evaluation of tow company vehicles, buildings, and lots. All proposals were evaluated in strict accordance with the evaluation criteria.

Based on the inspections and review of the proposals, the team believes the following four companies meet the qualifications to provide the police tow, impound and referral services:

- Al's Towing, Inc.
- A-Z Enterprises, Inc.
- Allied Gardens Towing, Inc.
- Johnathan's Towing, Inc.

Based on the inspections and review of the proposals, the team believes Sky Towing, Inc. and Roadway Towing, Inc. do not meet the criteria. A summary of the results indicating noncompliance with the evaluation criteria is as follows:

- The Police Department reviewed police service calls involving each company (e.g. disturbance, refuse to release vehicles, and damage to vehicles). Roadway Towing had 18 calls, Sky Towing had seven calls. The remaining companies had three calls or less.
- The evaluating team also reviewed the Better Business Bureau ratings for all companies. Roadway Towing and Sky Towing received an "F" grade. The remaining companies received an "A+" grade.
- The review of the companies' records for code violations indicated that Sky Towing received 32 citations, Johnathan's Towing, Inc. received one citation, and the remaining companies had no citations.
- The financial information available to the City for Roadway Towing raised concerns about the financial stability of the company.
- The evaluating team determined that Sky Towing does not have the required independently-secured, inside storage space.

Staff recommends the City Council authorize agreements with each of the qualified companies as provided in Resolution No. 2017-78. These agreements commence on July 1, 2017, and expire on June 30, 2020. The agreements may be renewed for three additional one-year terms upon mutual agreement by the parties. Each company is required to submit monthly financial and rotation reports, which includes detailed information about tows performed under the agreement. An annual fee of \$348,125 is divided among the total amount of companies to cover the City's costs of administering the City's tow program. The annual fee is paid by the tow companies on a quarterly basis.

Respectfully submitted,



Gregory Kogler
Police Captain

RESOLUTION NO. 2017-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF THE CITY, TOW COMPANY AGREEMENTS WITH AL'S TOWING, INC.; A-Z ENTERPRISES, INC.; ALLIED GARDENS TOWING, INC.; AND JOHNATHAN'S TOWING INC.

WHEREAS, it is in the best interest of the City to retain the professional services of qualified organizations to provide police tow, impound and referral services for the City; and

WHEREAS, the City of Escondido entered into agreements for police tow, impound and referral services on July 1, 2014, that expire on June 30, 2017; and

WHEREAS, the City desires to enter into new agreements for police tow, impound and referral services starting July 1, 2017, and ending on June 30, 2020; and

WHEREAS, the City also authorizes three additional one-year options to renew the agreements.

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

1. That the above recitations are true.
2. That on behalf of the City, the Chief of Police is authorized to execute police tow, impound and referral agreements with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing Inc., in substantially similar form to Exhibit "A," attached to this Resolution and incorporated by this reference, and subject to final approval as to form by the City Attorney.



**CITY OF ESCONDIDO
TOW SERVICES AGREEMENT– EXHIBIT A**

This Agreement is made this as of July 1, 2017 between the CITY OF ESCONDIDO (“CITY”), a municipal corporation, in the County of San Diego, State of California, and _____ (“TOW COMPANY”).

NOW, THEREFORE, IT IS AGREED THAT:

1. Description of Services: TOW COMPANY will furnish all of the services described in Attachment A. Attachment A is incorporated by reference.
2. Compensation: The TOW COMPANY will pay the CITY an annual license fee of \$87,031 payable in four equal portions due on the first day of July, October, January and April during the term of this Agreement. The Compensation is calculated as the total licensing fee of \$348,125 for the program, divided by the total number of tow companies providing services. If the number of tow companies is reduced during the Term, the Compensation stated in this section shall be recalculated based on the foregoing formula at the time the number of tow companies is reduced.
3. Term and Time of Performance: This Agreement shall commence on July 1, 2017 and shall expire in three (3) years on June 30, 2020. This Agreement may be renewed for an additional three (3) year term upon mutual agreement by the City and the Tow Company.
4. Performance: TOW COMPANY must faithfully perform in a proficient manner, to the satisfaction of CITY, all the work or services provided in the Description of Services.
5. Insurance Requirements:
 - a. TOW COMPANY represents that it and its employees, agents, and sub-contractors will be protected at all times during the term of the Agreement by the following insurance coverage:
 1. General liability insurance with at least \$2 million combined single-limit coverage per occurrence for bodily injury and property damage;
 2. Automobile liability insurance of \$2 million combined single-limit per accident for bodily injury and property damage; and

3. Workers' compensation and employer's liability insurance.
 4. Any additional insurance requirements in Attachment A.
- b. Each insurance policy required above must:
1. Name CITY (which in this paragraph includes its officials, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy;
 2. Provide for written notice within 30 days or less of policy cancellation or termination;
 3. Provide coverage by a Best's A-V rated carrier or better, admitted in California; and
 4. Provide a service of suit endorsement for all carriers not admitted in California.
- c. With respect to the workers' compensation and employers' liability insurance, Tow Company waives all rights of subrogation against CITY.
- d. Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by the CITY Attorney. At the option of the CITY Attorney, either: the TOW COMPANY shall reduce or eliminate such deductibles or self-insured retentions which apply to TOW COMPANY'S indemnity of CITY, its officials, employees, agents or volunteers; or the TOW COMPANY shall procure an additional letter of credit or bond guaranteeing such indemnity, to the satisfaction of the CITY Attorney.
- e. TOW COMPANY agrees that approved insurance documents will be on file at the same time as the execution of the Agreement, and that proof of insurance will be provided on an annual basis throughout the term of this Agreement. Failure to maintain valid insurance, or to provide proof of insurance at the time of execution or on an annual basis, shall constitute a material breach of this Agreement.
6. Indemnification: TOW COMPANY (which in this paragraph 7 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CITY from all claims, lawsuits, damages, judgments,

loss, liability, costs or expenses, including attorneys' fees, for any of the following:

- a. Any personal injuries, property damage or death that TOW COMPANY may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by CITY, or from any dangerous condition of public property;
 - b. Any injury or death which results or increases by any action taken to medically treat any agent, employee, representative or subcontractor of TOW COMPANY; or
 - c. Any claim of liability arising out of the negligence or any acts or omissions of any agent, employee, representative or subcontractor of TOW COMPANY in the performance of this Agreement.
7. Assignment, Delegation, Subcontracting: The services of TOW COMPANY are personal to CITY, and TOW COMPANY may not assign, delegate, or subcontract any interest in this Agreement without written approval from CITY. A controlling interest in the TOW COMPANY may not be sold to, merged with, or dissolved into another company or legal entity without the advance written approval of CITY, which shall not be unreasonably withheld.
 8. Independent Contractor: TOW COMPANY is CITY's independent contractor, and no express or implied agency or employment relationship is created by this Agreement. TOW COMPANY'S agents, employees, and representatives shall not be entitled to any benefits to which CITY employees are entitled.
 9. 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.
 10. Anti-Waiver Clause: None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
 11. 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.

12. 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 Superior Court of California, County of San Diego, North County Judicial Division, located in Vista, California.
13. 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.
14. Provisions Cumulative: The foregoing provisions are cumulative and are in addition to, and not in limitation of, any other rights or remedies available to CITY.
15. 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:

TOW COMPANY:

CITY:

Escondido Police & Fire Headquarters
1163 North Centre City Parkway
Escondido, CA 92026
Attn: Tow Coordinator
760-839-4792

16. Business License: The TOW COMPANY will be required to obtain a City of Escondido Business License prior to execution of this Agreement.
17. E-Verify Participation: TOW COMPANY agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of TOW COMPANY'S potential new hires. TOW COMPANY agrees and understands that E-Verify enrollment requires TOW COMPANY to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by TOW COMPANY is grounds for DHS' termination of TOW COMPANY'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for CITY'S immediate termination of this Agreement.
18. Performance Bond: TOW COMPANY must post a performance bond, with a company approved by CITY, in the amount of \$25,000, renewable each

year, to assure TOW COMPANY's faithful performance of the terms and conditions of this Agreement and any subsequent agreement to provide services for CITY. This may take the form of a bond executed by a surety company authorized to do business in the state of California, an endorsed Certificate of Deposit, or a money order or certified check drawn on a solvent bank subject to the satisfaction of CITY's City Attorney.

19. Termination of Agreement by the City:

a. If the City determines that the TOW COMPANY has failed to fulfill in a timely and proper manner TOW COMPANY's obligations under this Agreement, or that the TOW COMPANY violated any of the covenants, agreements or stipulations of this Agreement, the CITY may terminate this Agreement immediately. TOW COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of termination, not to exceed the amounts payable hereunder, and less any damages caused CITY by TOW COMPANY's breach.

b. The CITY may terminate the Agreement without cause at any time by providing at least sixty (60) days advance written notice prior to termination. If the Agreement is terminated by CITY as provided in this paragraph, TOW COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the effective date of such termination, but shall not be entitled to receive compensation for damages, lost profits, or other expectation interests.

20. Termination of Agreement by TOW COMPANY: TOW COMPANY may terminate this Agreement without cause by providing at least ninety (90) days advance written notice to CITY and TOW COMPANY shall forfeit the entirety of the license fees paid prior to the termination. TOW COMPANY agrees that CITY reserves the right to add a new company to provide services if any tow company terminates pursuant to the provisions of this paragraph.

21. Tow Company Errors and Omissions: In the event that CITY determines that the TOW COMPANY's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors, omissions, TOW COMPANY shall reimburse CITY for additional expenses incurred by the CITY. Nothing herein is intended to limit CITY's rights under other provisions of this agreement.

22. Ownership, Publication, Reproduction and Use of Material: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of CITY. No such

materials or properties produced in whole or in part under such an agreement shall be subject to private use, copyrights or patent rights by TOW COMPANY in the United States or in any other country without the express written consent of CITY. CITY shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under such an agreement.

23. Tow Company Not Authorized to Represent CITY: Unless specifically authorized in writing by CITY, TOW COMPANY shall have no authority to act as CITY's agent to bind CITY to any contractual agreements whatsoever.
24. Promise Not to Acquire Conflicting Interests: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that TOW COMPANY will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Political Reform Act.
25. Duty to Advise of Conflicting Interests: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that the TOW COMPANY will immediately advise CITY if TOW COMPANY learns of an economic interest of TOW COMPANY which may result in a conflict of interest for the purpose of the Political Reform Act, and regulations promulgated there under. If necessary, CITY will provide a referral to independent legal counsel who can assist the TOW COMPANY with determinations regarding possible conflicts of interest.
26. Specific Warranties Against Economic Interests: TOW COMPANY warrants and represents that neither TOW COMPANY, nor TOW COMPANY's immediate family members, nor TOW COMPANY's employees or agents presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of CITY-initiated towing and impound services.

(Continued on following signature page)

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: _____

Craig Carter, Chief of Police

(Tow Company name and address)

Date: _____

(Tow Company signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL MCGUINNESS, City Attorney

By: _____

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

Attachment A
Description of Services

1. Tow Services. TOW COMPANY will provide tow services as described herein. The right of any individual involved in a non-criminal traffic collision to call the tow company of their own choosing shall not be infringed upon except in those cases where an unnecessary delay in removing the motor vehicle will, in the opinion of the investigating Peace Officer, diminish public safety or in cases where the individual is incapacitated and unable to make a decision.
2. Rotation. CITY will establish a weekly rotation of companies providing tow services ("Rotation"). Each tow company participating will receive allocations of like periods in sequence in accordance with a schedule developed by the CITY.
3. Tow License Fee. CITY shall retain the right to impose alternative forms of taxes and/or fees in the event that the tow license fees are no longer assessable due to a subsequent change in federal, state or local law.
4. Definitions.
 - a. "Case Numbers" means case numbers assigned by the CITY when a tow is initiated by the Police Department.
 - b. "Manager" means an employee or an Owner of TOW COMPANY that manages operations and is invested with a certain amount of discretion and independent judgment.
 - c. "Owner" means any person owning a controlling interest in TOW COMPANY.
 - d. "Operator" means an Owner or employees of TOW COMPANY whom operate a tow truck.
 - e. "Police Initiated Tows" means the towing of vehicles at the direction of the Police Department where the consent of the vehicle owner to tow the vehicle is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department.
 - f. "Referral Tows" means the towing of a vehicle by the Police Department at the request of the vehicle owner.

- g. "Securely Transport" means making sure that the vehicle's front wheels are secured on a wheel lift correctly and/or all four (4) tires are chained/secured on a car carrier.
- h. "Tow Truck Inspection Guide" shall mean the Tow Truck Inspection Guide CHP 234B.

5. Tow Company Requirements.

- a. TOW COMPANY shall comply with all provisions of the California Labor Code, and all applicable federal, state, and local laws.
- b. TOW COMPANY shall be responsible for all acts of their employees while those employees are performing services for CITY.
- c. TOW COMPANY shall have a minimum of three (3) verifiable year's for-hire towing experience in order to qualify for the Rotation. Either an owner or a full time Manager continually employed by TOW COMPANY must possess three (3) verifiable years for-hire tow experience, as an owner, principal or full time Manager. Verification of eligibility shall be determined by the CITY. A change in Manager shall suspend the Agreement until a subsequent Manager is hired and the CITY verifies the Manager's prior for-hire towing experience.
- d. TOW COMPANY shall require all new owners, Operators and Manager's involved in the physical act of providing towing services be fingerprinted (via Live Scan) for the purpose of a criminal background check.
- e. TOW COMPANY shall notify the CITY immediately upon a Manager's or Operator's separation from the company.
- f. Any TOW COMPANY Owner, Manager or Operator who separates from the TOW COMPANY, in excess of one year, shall be fingerprinted for the purposes of conducting a criminal history regardless of prior criminal history clearances.
- g. TOW COMPANY shall maintain a current list of Operators.
- h. TOW COMPANY shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the CITY. Expiration of a TOW COMPANY'S MCP and/or suspension of the MCP pursuant to Section 34623 CVC, shall result in the immediate suspension of the TOW COMPANY, as well as additional disciplinary action which may be imposed by the CITY.

- i. TOW COMPANY and its employees are independent contractors and are not agents or employees of CITY. It is acknowledged that an Operator's performance and demeanor may reflect either positively or negatively on CITY. Accordingly, TOW COMPANY employees must refrain from acts of misconduct including but not limited to:
 - 1. Rude or discourteous behavior;
 - 2. Lack of service or refusal to provide service to the public;
 - 3. Any act of sexual harassment or sexual impropriety;
 - 4. Unsafe driving practices; and
 - 5. Exhibiting any objective symptoms of alcohol or drug intoxication or abuse.
 - 6. Failure to report any violation of the terms of the Agreement.
- f. TOW COMPANY shall ensure Operators responding to calls for service are competent and have completed all training programs required in Section 7 below.
- g. TOW COMPANY shall maintain enrollment in a controlled substance and alcohol testing (CSAT) program and shall ensure each Operator participates in the program. TOW COMPANY shall notify CITY if an Operator receives a positive result on any substance abuse or alcohol testing.
- h. TOW COMPANY shall notify the CITY of any arrest and/or conviction of an Operator, Manager or owner prior to the beginning of the next on duty Rotation. Failure to make notification may be cause for disciplinary action.
- i. TOW COMPANY shall provide Operators with uniform attire that consists, at a minimum, of a collared shirt. The collared shirt shall conspicuously identify the TOW COMPANY. Additionally, the shirt shall have the first initial and last name of the Operator embroidered above the right breast pocket. The company-issued uniform shall be kept clean and in good repair.
- j. TOW COMPANY must establish a training policy and procedures for Operators that encounter vehicles with potential blood borne pathogens. This includes a checklist of equipment to be on each tow truck and at the storage facility.

- k. TOW COMPANY shall courteously provide any information required by claimant to effect the release of the impounded vehicle including: confirming that a particular vehicle is in TOW COMPANY's possession, directions to the location of the vehicle, the method of securing its release, documentation required, applicable charges and fees required to be paid and terms of payment.
 - l. TOW COMPANY shall efficiently process claimants' requests so that legitimate and appropriate requests for the release of stored or impounded vehicles are completed within one (1) hour of the time a claimant arrives at the TOW COMPANY's business office/storage yard.
 - m. All invoices for towing and impounds shall be clearly itemized by charge or fee type and must include Case Numbers to track billing. Disputes associated with Police Initiated Tows that cannot be satisfactorily resolved by the parties involved shall be adjudicated by CITY. At times there will be releases stating "Bill at CITY Rate." TOW COMPANY agrees that this CITY Rate is one-half of the tow rate plus \$2 per day for storage.
 - o. TOW COMPANY employees shall not be offered nor accept gratuities pursuant to CVC Section 12110(a).
 - p. The CITY may inspect all TOW COMPANY records relating to compliance with this Agreement without notice during normal business hours. TOW COMPANY shall permit the CITY to make copies of business records at their place of business or remove business records for the purpose of reproduction. The CITY shall provide a receipt for any record(s) removed from the place of business.
 - q. TOW COMPANY shall maintain business records for a period of three (3) years, plus the current term of this Agreement and make them available for inspection.
6. Charges and Fees.
- a. TOW COMPANY shall be authorized to, and responsible for, collecting applicable towing and impound charges prior to releasing a vehicle.
 - b. Attachment 1 provides a complete schedule of the maximum charges and fees that contracted TOW COMPANY is authorized to collect from consumers for towing/storage and referral services

rendered under the Agreement. Rates may be reviewed annually by CITY for possible changes to the rates on the fee schedule.

- c. Attachment 1 shall be posted in a conspicuous place at all locations where TOW COMPANY does business and in every tow truck for consumer viewing. This posting shall also include all instructions necessary for consumers to affect an after-hours vehicle release.

7. Tow Truck Operators.

- a. Operators shall be at least 18 years old and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- b. Operators shall have on their person a CITY issued identification badge at all times when performing a service required under this agreement. The identification badge shall bear the Operator's name and picture. Each Operator will have a training and background check completed by the City of Escondido Police Department prior to issuance of a badge.
- c. Operators shall be properly trained and qualified to perform all work undertaken by or assigned to them. TOW COMPANY shall develop a base line Operator qualification sheet for new Operators. The qualification sheet shall be completed prior to the Operator going into service alone. Each Operator must initially complete a certified California Tow Truck Association (CTTA) course or equivalent (not AAA) and must submit certification of training every five (5) years. TOW COMPANY must provide CITY with all current training received by each Operator.
- d. All Operators and Managers shall enroll and successfully complete the Pull Notice Program through the Department of Motor Vehicles. Enrollment of Operators is the responsibility of TOW COMPANY and must occur before an Operator may receive a CITY issued identification badge. Pull Notices shall be kept on file and be made available upon request of the CITY.
- e. Each medium/heavy duty Operator must initially complete a certified California Tow Truck Association (CTTA), WreckMasters or equivalent course (not AAA) certifying them as a medium or heavy duty tow truck Operator and must submit certification of training every five (5) years. Medical exam must be kept current according to DMV standards in order to operate a medium or heavy duty tow truck.
- f. Operators must wear their respective uniform and a CITY issued identification badge. Non-employees of TOW COMPANY may not respond to a CITY call for service under this Agreement.

- g. Operators shall maintain a professional standard of personal appearance and hygiene and shall wear appropriate personal protective and safety equipment.
8. Tow Trucks. TOW COMPANY shall maintain all applicable and valid permits for each tow truck in service. TOW COMPANY must maintain documentation on file that demonstrates that all tow trucks in its fleet have passed a California Highway Patrol (CHP) tow truck safety inspection in the last twelve months. Copies of the inspection sheets must be provided to the CITY within five days of the inspection.
 - a. Tow trucks not passing inspections or meeting the requirements of this Agreement will immediately be removed from Rotation. Tow trucks will return to Rotation once they have passed a re-inspection by the original inspecting agency.
 - b. TOW COMPANY must own and operate a minimum of five trucks including:
 1. Two (2) Class A Wheel lifts rated at 14,500 Gross Vehicle Weight (GVW) with twin cable hydraulic boom rated at one (1) ton or greater;
 2. Two (2) Rollback rated at 19,501 GVW;
 3. One (1) Medium Duty Wheel lift with a GVWR of at least 33,000 pounds with twin cable hydraulic boom rated at one (1) ton or greater. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. All Class B tow trucks with a GVWR of less than 33,000 pounds currently approved by CHP and owned by the same TOW COMPANY shall remain on the rotation tow list until June 30, 2015.
 4. TOW COMPANY may maintain a three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
 5. Tow trucks demonstrating a functional equivalency to any or all of the requirements listed above may be substituted upon receipt of written approval by CITY.
 - c. Each truck shall have a maximum 8,000 pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking

system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of 50 feet of cable.

- d. Each truck shall be equipped with lighting systems as required by California Vehicle Code (CVC) Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110.
- e. TOW COMPANY shall maintain three (3) sets of dollies for use by tow trucks providing services to CITY. CITY requires that each tow truck carry its own set of dollies. TOW COMPANY shall have a front wheel motorcycle dolly that must be stored at their yard and not off-site.
- f. Additional Equipment. Tow trucks must be equipped with the miscellaneous equipment required by CVC Section 27700 and have on file a current Tow Truck Inspection Guide certificate of compliance issued by the California Highway Patrol. Each truck must also be equipped with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches and metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical type), utility flood lamps, portable red taillights and stoplight for towed vehicles, equipment for opening locked vehicles, safety snubber chains and a trash can with absorbent material (i.e. Socks, pads, organic material) and a miscellaneous accident debris box. Hand tools shall remain with each authorized Tow Truck and not be dependent on Operator's personal tool box. Equipment shall not be borrowed from another truck in order to pass inspection.
- g. Safety Chains: Safety chains shall be rated at no less than the rating specified by the original equipment manufacturer. Two safety chains shall be used for each vehicle being towed. The safety chains will be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps. Vehicles being transported on slide back carriers shall be secured by four tie down chains or straps independent of the winch or loading cable. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.
- h. Identification: Each truck responding to requests for Police Initiated Tows shall, on both sides of the vehicle, conspicuously bear the

company name, local address and local phone number(s) in lettering that complies with CVC Section 27907.

- i. Radio Communications: Each truck responding to requests for Police Initiated Tows shall be equipped with radio communications equipment capable of effecting two-way radio communications between the truck and the TOW COMPANY's dispatching operation. Citizens band radios shall not be used to meet this requirement.
 - j. Inspection Guide: TOW COMPANY must provide a completed Tow Truck Inspection Guide completed by the California Highway Patrol or authorized CITY official for each tow truck.
 - k. Each tow truck responding to a request for Police Initiated Tows shall be well maintained and clean on the exterior and interior and should reflect a professional image.
9. Vehicle Storage & Office Hours. Each TOW COMPANY must have and maintain exclusive use of a storage yard and business office facility. The business office and storage facility must be located in the same location, be a reasonable distance from public transportation, and be within CITY limits. No secondary yards will be allowed for storage. All business records of the TOW COMPANY relating to the awarded contract shall be maintained at the business office location and should include the length of time the storage yard and business office has been operational at that location.
- a. TOW COMPANY'S place of business shall have a sign which clearly identifies it to the public as a tow service. Business hours shall be posted in plain view to the public. Place of business shall be sufficiently staffed to allow customers to talk face-to-face with a TOW COMPANY'S owner, Manager or employee during normal business hours.
 - b. TOW COMPANY shall keep business hours from at least 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
 - c. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
 - d. Storage facilities must comply with the following:

1. Minimum Storage Space: The storage yard must be a minimum of twenty thousand (20,000) square feet to accommodate one hundred twenty (120) vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows.
 - i. TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public.
 - ii. The storage yard must be completely enclosed with a six (6) foot high security fence with poles that are no further apart than eight (8) feet wide and embedded in concrete. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.
 - iii. Vehicles and their contents must be kept safe from pilfering in the storage lot and must be screened from view from street level. All vehicles towed or stored pursuant to this Agreement must be kept within the confines of the storage lot.
2. The storage yard should be comprised of a surface that remains free from mud, pools of water, debris or other elements that would be harmful to stored vehicles or persons viewing the vehicles. Examples of an acceptable surface would be concrete, asphaltic concrete, or a similarly durable surface.
3. Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids.
 - i. The first area will be at least four hundred (400) square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat.

- ii. The second area shall be at least six hundred (600) square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids.
 - iii. TOW COMPANY shall have on file a written policy and method of hazardous waste recovery and disposition approved by the Escondido Fire Department.
 - iv. The tow yard shall have available a forklift capable of lifting and positioning vehicles onto the inspection pad, and/or in the Sea-Containers.
 4. There must be adequate lighting, and all yard and office construction must comply with applicable laws including, but not limited to, building codes, fire codes and zoning regulations. The following minimum lighting standards per 10,000 square feet apply unless local zoning or other regulations dictate increased or diminished lighting requirements:
 - i. Four (4) 300 Watt incandescent medium-wide flood lights;
 - ii. Three (3) 300 Watt quartz halogen lights;
 - iii. Two (2) 100-Watt high-pressure sodium lights;
 - iv. Additional storage space must be lighted at the above ratio. Storage yards with less than 10,000 square feet must meet the above minimums. TOW COMPANY must meet all municipal code requirements for lighting.
 5. The storage yard shall have commercial grade 24 hour video surveillance coverage of all storage areas and access points, shall retain 60 days of video and shall have a commercial alarm system.
10. Stored Vehicles.
 - a. During regular business hours, TOW COMPANY shall, except as restrained in paragraph 10.b. below, make vehicles stored at the request of CITY available to the vehicle's registered owner or a person who can be verified to be the registered owner's agent, for the purpose of removing property from the vehicle. TOW COMPANY must also allow insurance agents, insurance adjusters, or

representatives of an automotive repair business access for the purpose of estimating or appraising damages. An employee of TOW COMPANY shall escort and be on scene during the removal of property or during an insurance inspection.

- b. Vehicles impounded by CITY for investigative purposes shall be held separately in a secured non-public area on TOW COMPANY's property until the vehicle is released by order of the CITY. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed by CITY. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by a representative of TOW COMPANY and the Peace Officer or Evidence Technician removing such property.
11. Response Times. TOW COMPANY shall respond to calls 24 hours per day, seven days per week and must respond to calls for service from within the City limits (unless there is a request for a medium or heavy duty truck that has to respond from a greater distance). The responding tow truck must arrive with the appropriate equipment at the requested location within the City of Escondido within 30 minutes and daily response time shall average twenty (20) minutes or less. CITY shall identify the appropriate equipment during the initial call for service. Response time is computed from the time the police dispatcher notifies TOW COMPANY until the tow truck arrives on scene. TOW COMPANY may inform the police dispatcher within five minutes of the initial call for service if, for any reason, it cannot respond within the required 30 minute limit. If notified within five minutes of the originating request for service, dispatcher will contact the next TOW COMPANY on the rotation. Unless TOW COMPANY contacts the police dispatcher within five minutes to waive the call for service, a failure to respond to a towing call within 30 minutes or to exceeding the 20 minute average response time for any day, shall be grounds for disciplinary action.
12. On-Scene Duties. Upon arriving on-scene to remove any of the vehicles, TOW COMPANY's Operators shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:
 - a. Operators shall make every reasonable effort to comply with direction provided by the officer-in-charge.
 - b. Operators shall always wear their reflective safety vest. An Operator arriving at the scene, providing service or towing a vehicle must display an oscillating, flashing or rotating amber light. No other color may be used. The emergency light must be discernible from the front and back of the truck for at least 500 feet.

- c. Operators shall be responsible for verifying the peace officer's damage assessment for each vehicle towed as a police impound, and shall sign the CHP 180 form.
- d. Operators shall be responsible for removing and appropriately disposing of collision-related debris from the public right-of-way at the time of the tow to ensure public safety. Additionally, if manual street sweeping is needed, TOW COMPANY is to provide this service.
- e. Operators may make any emergency alterations reasonably required to safely move and/or tow vehicles.
- f. Operators shall carry and provide Customer Satisfaction/Complaint Forms to customers upon request.
- g. Operators shall not photograph or otherwise electronically record any accident or crime scene without the expressed permission of the CITY.
- h. After removing a vehicle from the public right-of-way or private property, Operators shall securely transport that vehicle.

13. Collateral Services.

- a. TOW COMPANY shall, at the request of CITY, move, tow away and impound motor vehicles which are, under the authority of the California Vehicle Code or Escondido Municipal Code, declared by CITY to be: illegally parked, abandoned, involved in a traffic collision and constitute an obstruction of traffic, involve Operator negligence, we impounded pursuant to a lawful arrest and/or have some other evidentiary value.
- b. The Operator engaged to remove a disabled vehicle from the scene of an accident shall remove all liquid, glass and debris deposited upon the roadway as a result of the incident involving the disabled vehicle that is to be towed.
- c. CITY may occasionally require the removal of inoperable CITY vehicles within CITY limits and tow such vehicles to the appropriate CITY facility. Such services will be provided by TOW COMPANY at no charge for vehicles similar to a one-ton pickup and smaller. TOW COMPANY shall charge CITY a fixed rate for larger vehicles, as determined by the Escondido City Council.

- d. TOW COMPANY, at CITY's request, shall remove and impound up to 10 vehicles per week from private property or from the public right-of-way, which are declared abandoned by CITY. Such services will be provided at no cost to CITY. CITY will make reasonable attempts to remove abandoned vehicles during the hours of 6:00 a.m. – 10:00 p.m.
- e. TOW COMPANY shall respond to a non-injury accident scene to clean-up debris from the vehicles on scene.

14. Reporting Requirements.

- a. TOW COMPANY shall keep and maintain records of each vehicle towed at the request of the CITY for the duration of the contract period. These records shall be recorded on a monthly rotation report ("Monthly Report") in a form and manner approved by the CITY.
- b. CITY shall have the right to inspect and audit, without prior notification, TOW COMPANY records at reasonable times during normal working hours to determine compliance with these record-keeping requirements.
- c. TOW COMPANY shall submit the Monthly Reports to the CITY no later than the fifteenth day of each month. Monthly Reports shall cover services rendered during the preceding month. Vehicles being held over from the previous month must be included on the Monthly Report as part of the inventory until such time as the vehicle is subject to a lien, released or junked.
- d. TOW COMPANY shall submit a quarterly financial report to the CITY on October 1st, January 1st, April 1st and July 1st of each quarter through the term of the Agreement ("Quarterly Report"). The report submitted on July 15th each year shall also include an annual summary of all items reported for the previous fiscal year. Quarterly Reports must be in a computer-generated format acceptable to CITY.

15. Audit and Inspection of Records. TOW COMPANY shall, during normal business hours, make all records, equipment and storage facilities available for periodic, unscheduled inspection by CITY. Records shall include TOW COMPANY's financial statements.

16. Negligent Vehicle Impound Program (NVIP) Fees. The CITY will be responsible for collection of NVIP fees.

17. Insurance. In addition to the insurance requirements addressed separately in this Agreement, TOW COMPANY shall maintain minimum insurance at the following levels:
- a. Uninsured Motorist – Legal minimum, combined single limit.
 - b. On-hook Coverage / Cargo – Insuring the vehicle in tow with limits based on the size of the tow truck.
 1. Class A tow truck - \$50,000,
 2. Class B tow truck - \$ 100,000,
 3. Class C tow truck - \$ 200,000,
 4. Class D tow truck - \$ 250,000.
 - c. Garage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 - d. Garage Keeper's Liability – Shall be the same as on-hook coverage for vehicles in the care, custody and control of the TOW COMPANY in the storage yard.
 - e. Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) – Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B and C shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
18. Impounded Vehicles.
- a. TOW COMPANY shall provide vehicle release services on a twenty-four-hours-a-day, seven-days-per-week basis. Any vehicle release effected outside the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (including legal holidays), is subject to the after-hours release fee contained in the CITY Council approved Fee Schedule.
 - b. TOW COMPANY shall not release any vehicle impounded as the result of a Police Initiated Tow unless the claimant presents a valid, CITY-issued Vehicle Release Form, current registration, proof of insurance and an Impound Vehicle Payment Receipt. The CITY will determine which impounded vehicles require such releases. TOW COMPANY is responsible and liable for the release of any vehicle

without a Vehicle Release Form. All vehicle lien sales must fully comply with California Civil Code Section 3072, and this agreement. In addition to any other provision of state or local law, TOW COMPANY agrees to comply with the following the lien sale of any vehicle:

1. Remove and destroy the vehicles' license plates by cutting them in two pieces.
 2. Within five (5) days of the sale, submit a completed "Notice of Release of Liability" form to the Department of Motor Vehicles.
 3. Within ten (10) days of the sale, submit the two pieces of the destroyed plates to the CITY along with the copy of the "Notice of Release of Liability" form for each destroyed plate.
- c. If TOW COMPANY fails to perform any provision of paragraph 17.b. above, TOW COMPANY shall be liable to CITY in the amount of \$500 per violation.
- d. Repair and Alteration of Impounded Vehicles. TOW COMPANY shall not make any repairs or alterations of vehicles in their possession without the express written authorization of the vehicle's registered owner, the registered owner's insurance carrier or a verifiable agent of the owner or insurance carrier unless necessary to tow the vehicle.
- e. Damage to Vehicle While in TOW COMPANY's Possession. CITY will provide a California Highway Patrol 180 Impound and Storage forms to Operators for police tows and impounds. TOW COMPANY shall be responsible for any damage occurring to the vehicle while in its sole possession and, therefore, damage not recorded on the CHP 180 damage assessment will be considered TOW COMPANY's responsibility. TOW COMPANY shall indemnify CITY for any and claims or lawsuits pertaining to damage which occurs to the vehicle after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows.
- f. Loss of Property While in TOW COMPANY's Possession. TOW COMPANY shall be responsible for all property belonging to that vehicle as identified by the content inventory and the CHP 180 form. Loss of property which occurs after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows will be the sole and undisputed responsibility of TOW COMPANY.

19. Complaint Procedure.

- a. All Customer Satisfaction/Complaint Forms as well as any other verbal or written complaints received by TOW COMPANY or initiated by CITY will be forwarded to the Traffic Sergeant of the Escondido Police Department Traffic Bureau and shall be investigated in a fair and impartial manner.
- b. The Traffic Sergeant or his/her designee will review, investigate, and adjudicate all complaints regarding Police Initiated Tows, related disputes, and customer complaints regarding the quality of service being provided by TOW COMPANY as measured by compliance with the terms and conditions of this Agreement, when appropriate.
 1. TOW COMPANY shall cooperate with the Escondido Police Department investigators during the course of an investigation. Should the filing of criminal charges be a possibility, the Escondido Police Department shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
 2. At the conclusion of the investigation of the complaint, applicable parties will be notified in writing of the outcome and any disciplinary action to be taken, notwithstanding any limitations on the release of such information pursuant to California Penal Code sections §§ 832.5, 832.7, and 832.8, *et seq.* and California Evidence Code §§ 1043 through 1047.

20. Disciplinary Action. The CITY's Chief of Police may take disciplinary action against a TOW COMPANY for violations of this Agreement. TOW COMPANY agrees that failure by the any member of their respective organization, or their agent, to comply with the terms and conditions of this Agreement shall be cause for disciplinary action. Violations of this Agreement will be investigated and a disposition determined by the Chief of Police or his/her designee.

- a. The following will be used as a guide for action against an Operator for minor violations investigated and verified as true:
 1. 1st Violation - Written Reprimand
 2. 2nd Violation Within 12 Consecutive Months – 1 to 30 day rotation suspension
 3. 3rd Violation Within 12 Consecutive Months – 1 to 60 day rotation suspension

4. 4th Violation Within 12 Consecutive Months – 1 to 90 day rotation suspension or termination for cause.
 - b. CITY's Chief of Police may suspend any Operator or TOW COMPANY if in his or her judgment the Operator or TOW COMPANY's conduct poses a danger to public safety, or there is evidence of criminal conduct, or if such conduct constitutes a gross violation of the terms and conditions of this Agreement. The suspension would remain in effect until the investigation is completed and a final disposition is reached. Dispositions may include termination of Agreement.
 - c. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
 - d. Any conviction of an employee of the TOW COMPANY involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude shall be cause for suspension or removal of an employee, or denial of an Operator's application, or termination of the Agreement.
 - e. A TOW COMPANY shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the TOW COMPANY'S possession.
 - f. A violation of the equipment requirement, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the CITY has inspected the equipment and concluded the TOW COMPANY is in compliance.
 - g. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (MCSU) shall be cause for suspension. The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the CITY.

h. Allowing an incompetent Operator to respond to a call shall be cause for disciplinary action of the TOW COMPANY.

21. Appeals. All actions involving this Agreement may be appealed to CITY's Chief of Police within ten (10) business days of written notification of disciplinary action. If requested, CITY shall schedule a hearing as soon as practical. When an appeal is filed, CITY shall make a determination whether to stay any disciplinary action based on the issues, facts and severity of the underlying violation. The hearing shall be conducted by the Chief of Police or his designee and the TOW COMPANY shall be entitled to present testimony and all relevant facts. Except for rules of privilege or other constitutional rights, the California rules of evidence may be used when considering introduction of any evidence. The decision of CITY's Chief of Police may be appealed to the CITY's City Manager within ten (10) business days after written notification of the decision of CITY's Chief of Police. The City Manager or his designee may schedule a second hearing or may review the administrative record before reaching a decision. The decision of CITY's City Manager is final, and there is no further administrative remedy available. Failure to file a written appeal within ten days of notification, shall constitute a waiver of all appeal rights and the decision is final.

22. CITY Department Errors and Omissions. When any vehicle has been ordered towed by CITY and it is established that the tow was in error through a mistake of fact, TOW COMPANY shall release the vehicle to its registered owner or another legitimate claimant at no cost. If an error by CITY results in a vehicle being stored longer than it can reasonably be determined that it should have been, TOW COMPANY shall release the vehicle to the claimant, and bill the claimant only those storage charges that would have accrued if no error had occurred. In the case of erroneous towing, TOW

COMPANY shall charge CITY 50% of the Basic Tow rate. In the case of erroneous extended storage, TOW COMPANY shall charge CITY \$2.00 per day for storage charges beyond the claimant's responsibility. However, if CITY can reasonably establish that the circumstances resulting in the error were beyond the control of CITY, neither CITY nor the claimant shall be liable for such charges.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Award of Bids for the Purchase of Chemicals for the Water and Wastewater Treatment Plants

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-88R taking the following actions:

1. Accept the lowest responsive, responsible bids for the purchase of twelve chemicals by unit price.
2. Authorize the Director of Administrative Services to execute contracts with the lowest responsive and responsible bidders for each of the chemicals, effective July 1, 2017 through June 30, 2018, with the option to renew the contracts for four additional one-year periods conditioned upon budget appropriations.
3. Authorize the rejection of all bids received for the Dewatering Polymer and authorize staff to solicit new formal bids for this chemical.

FISCAL ANALYSIS:

The contract amounts are estimated annual costs based on unit price and anticipated chemical usage. Quantities required by the City may fluctuate up or down during the contract period. A list including the names of the lowest responsive and responsible bidders, with a calculation of the estimated first year cost with unit prices and estimated quantities is attached as Exhibit "A" to Resolution No. 2017-88R.

Contract prices are firm for the first two years. Any price increases under the contract renewal options are not to exceed three percent (3%) of the original contract prices, and are subject to approval by the City. Sufficient funds are available in the Water and Wastewater operating budgets.

BACKGROUND:

On May 8, 2017, request for bids to purchase twelve chemicals to be used at the Water and Wastewater Treatment Plants was sent out to twenty-seven vendors. The request for bids contained detailed chemical specifications, estimated annual quantities, and a two year firm price contract requirement beginning July 1, 2017 through June 30, 2019. With satisfactory performance and mutual agreement between the City and the awarded bidders, the City has the option renew the contracts for three additional one-year periods.

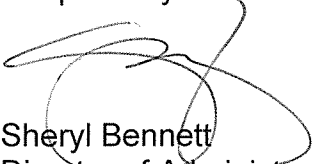
On June 1, 2017, fourteen bid responses were received and opened. One response was a "No Bid" and two of the chemicals, Sodium Chloride and Purate, did not receive any bids.

In order to meet the Water Treatment Plant needs for Sodium Chloride, the staff will solicit competitive quotes to enter into a one-year contract. In fiscal year 2019, a formal request for bids will be issued to secure a multi-year contract for the supply of Sodium Chloride.

Pursuant to the City's Municipal Code, Sec.10-103, the City may dispense formal and informal bidding procedures when no bids are received during a formal bidding process. In order to meet the Water Treatment Plant needs for Purate, the staff recommends to procure Purate from Water Solutions, the only known available source.

The Dewatering Polymer received four bids. During the review of the bids received, staff noticed a significant disparity among the bid prices for dry ton of Dewatering Polymer. A fair comparison couldn't be established; therefore, staff recommends that it would be in the best interest of the City to reject all bids and rebid the chemical.

Respectfully submitted,


Sheryl Bennett
Director of Administrative Services


Joan Ryan
Assistant Director of Finance

RESOLUTION NO. 2017-88R

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, ON BEHALF OF THE CITY, TO
AWARD THE BIDS FOR WATER AND
WASTEWATER TREATMENT PLANT
CHEMICALS

WHEREAS, the City's water and wastewater treatment plant require the use of numerous chemicals to operate as designed; and

WHEREAS, sufficient funds are available in the Utilities operating budget to purchase such chemicals; and

WHEREAS, the City of Escondido duly published an invitation for unit price bids with detailed specifications for the purchase of 12 chemicals; and

WHEREAS, a request for bids for chemicals was emailed to twenty-seven vendors on May 8, 2017; and

WHEREAS, fourteen bids were received, opened and evaluated on June 1, 2017; and

WHEREAS, the list of the lowest responsive and responsible bidders that conformed to the City's bid specifications and requirements is attached as Exhibit "A" to this Resolution and incorporated by this reference; and

WHEREAS, the Director of Administrative Services recommends awarding a one-year contract to said bidders for fiscal year 2017-2018 in the estimated amounts

calculated in Exhibit "A," with four one-year renewal options for the purchase of chemicals; and

WHEREAS, pursuant to the City's Municipal Code, Sec.10-103, the City may dispense formal and informal bidding procedures when no bids are received during a formal bidding process; and

WHEREAS, the contract renewal options are conditional upon budget appropriations and satisfactory performance by the bidder; and

WHEREAS, contract prices are firm for the first two years; and

WHEREAS, price increases under the contract renewal options are not to exceed three percent (3%) of the original contract prices, subject to approval by the City; and

WHEREAS, the contract amounts are an estimated annual cost based on anticipated quantities, a calculation of the estimated cost is attached as Exhibit "A" to this Resolution and is incorporated by this reference; and

WHEREAS, the Director of Administrative Services recommends the rejection of all bids received for the Dewatering Polymer and authorizes staff to solicit new formal bids for this chemical; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to accept the recommendations of the Director of Administrative Services.

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 determines the bids submitted in Exhibit "A" to be the most responsive and responsible which conformed to the City's bid specifications and requirements.
3. That the City Council authorizes the bid award for the purchase of chemicals to the bidders listed in Exhibit "A," in the estimated amounts calculated per the Exhibit.
4. That the City Council authorizes the Director of Administrative Services to execute on behalf of the City one-year contracts with renewal options for the purchase of chemicals.
5. That the City Council authorizes the Director of Administrative Services to reject all bids for the Dewatering Polymer and re-solicit formal bids for this chemical.

RFB #18-01 Water and Wastewater Treatment Plant Unit Price Chemical Bid Results							
Item #	Chemical	Chemical Used by *	Lowest Responsible Bidder	Estimated Annual Usage	Unit Price	Estimated Extended Annual Cost First Year	
1	Sodium Chloride	WTP	NO BIDS RECEIVED	584 Tons	N/A	N/A	
2	Cationic Polyelectrolyte (20% Solids)	WTP	SNF Polydyne	162 Tons	\$ 828.00	\$ 134,136.00	
3	Ferric Sulfate (12-14% Iron content dry basis)	WTP/WWTP	Kemira Water Solutions	2,700 Dry Tons	\$ 296.00	\$ 799,200.00	
4	Aqua Ammonia (19% basis wet basis)	WTP	Airgas Specialty Products	220 Tons	\$ 144.00	\$ 31,680.00	
5	Purate	WTP	Water Solutions	141 Tons	\$ 1,800.00	\$ 253,800.00	
6	Hydrofluosilicic Acid (23% FSA)	WTP	BHS Marketing LLC	110 Tons	\$ 364.00	\$ 40,040.00	
7	Sodium Hydroxide (50% solution)	WTP	JCI Jones Chemicals Inc.	685 Tons	\$ 593.00	\$ 406,205.00	
8	Polyelectrolyte Bulk Polymer	WWTP	SNF Polydyne	380,000 Lbs	\$ 0.11	\$ 41,800.00	
9	Sodium Hypochlorite (12.5% by weight)	WTP/WWTP	Olin Corp.	614,000 Gals	\$ 0.57	\$ 349,980.00	
10	Bioxide	WWTP	Evoqua Water Technologies LLC	90,000 Gals	\$ 2.47	\$ 222,300.00	
11	Dewatering Polymer (Active lbs.)	WWTP	Rejecting All Bids Received	88,000 Lbs	N/A	N/A	
12	T-22 Filter Aid (Coagulant)	WWTP	SNF Polydyne	700,000 Lbs	\$ 0.25	\$ 175,000.00	
12a	T-22 Filter Aid (Flocculant)	WWTP	SNF Polydyne	32,200 Lbs	\$ 0.815	\$ 26,243.00	
*WTP-Water Treatment Plant / WWTP-Wastewater Treatment Plant							

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Ed Domingue, Public Works Director
Daniel Young, Public Works Superintendent-Park Maintenance

SUBJECT: Award RFP No.18-02 Right of Way Landscape Maintenance Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-89, authorizing the Mayor and the City Clerk to execute a Public Services Agreement with Steven Smith Landscape Inc. of Escondido, California, for Right of Way Landscape Maintenance Services in the amount of \$275,338.80.

FISCAL ANALYSIS:

Sufficient funds are budgeted in the Streets Maintenance and Operations fund for fiscal year 2017/18 for the first year of service.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

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

BACKGROUND:

On May 5, 2017, requests for proposals for Right of Way Landscape Maintenance Services were mailed to 14 landscape contractors within Escondido and nearby surrounding cities. On June 1, 2017, three proposals were received and opened as listed below.

Vendor	Amount
Steven Smith Landscape Inc.	\$275,338.80
Terracare Associates	\$294,502.00
Executive Landscape Inc.	\$299,400.00

The amounts shown are the annual contract amounts for each bidder. Request for Proposal No. 18-02 (RFP No. 18-02) contained detailed specifications of Right of Way Landscape Maintenance plans

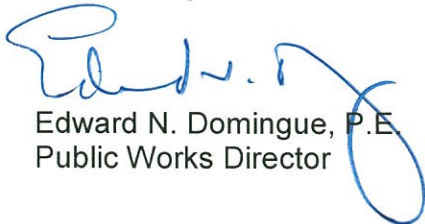
at 70 City owned facilities, right of ways, and medians. These sites include specific areas like Hidden Trails Slope Maintenance, Police/Fire Headquarters Landscaping, Los Arboles Maintenance, and Sprinter Bike Trail Maintenance, as well as median and right of way maintenance for such streets as Auto Parkway, Bear Valley Parkway, Centre City Parkway, Citracado Parkway, El Norte Parkway, Via Rancho Parkway, and Valley Parkway just to name a few. This contract is completely separate from the contracts and funding associated with City Landscape Maintenance Districts as it applies specifically to publicly owned/maintained areas with general benefit to the public.

RFP No. 18-02 specifies an initial term for a one-year contract beginning July 1, 2017. With satisfactory performance and mutual agreement between the City and the awarded Contractor, the City may extend the service agreement for an additional four (4) one-year contract options. City Council is approving the funding for the initial term. Staff will return in following years for subsequent approvals – depending on contractor performance. Provisions within the contract also allow for scope changes due to area expansion/reduction and/or vandalism to the landscape & irrigation components. The existing contract will expire on June 30, 2017, completing a five-year cumulative term similar to this new contract.

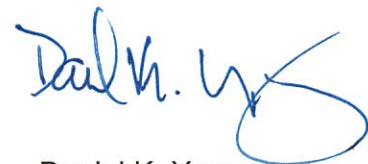
Outsourcing landscape maintenance has proven to be a cost effective means of providing this valuable public service. In this particular area, a private contractor can do the work more efficiently than either part-time city employees (who may lack skills and qualifications) or full-time employees (who have higher overhead rates). While even private landscape maintenance contracts require payment of prevailing wage, the outsourcing is still a significant savings for the public. This proposed Public Service Agreement is more comprehensive than the previous contract as it has a more detailed schedule of work, tighter specifications on task performance and delivery schedule, addresses failure to perform and consequences, and outlines compliance requirements for the California Department of Industrial Relations.

Staff has reviewed all proposals and recommends Council award the landscape maintenance services contract to Steven Smith Landscape Inc.

Respectfully submitted,



Edward N. Domingue, P.E.
Public Works Director



Daniel K. Young
Public Works Superintendent

RESOLUTION NO. 2017-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICE AGREEMENT FOR THE RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPE INC.

WHEREAS, on May 5, 2017, Request for Proposal No. 18-02 ("RFP No. 18-02") for Right of Way Landscape Maintenance Services were mailed to local contractors; and

WHEREAS, three proposals were opened and evaluated on June 1, 2017; and

WHEREAS, the apparent low bid, submitted by Steven Smith Landscape Inc., was determined to be the lowest responsible bidder who met the City's proposal specifications; and

WHEREAS, staff recommends awarding RFP No. 18-02 to Steven Smith Landscape Inc. in the amount of \$275,338.80; and

WHEREAS, sufficient funds are located in the approved 403 Streets Operations and Maintenance Fund; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the proposal to Steven Smith Landscape Inc.

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

1. That the above recitations are true.

2. That City Council accepts the recommendation of staff and finds Steven Smith Landscape Inc. to be the lowest responsible bidder who met the City's bid specifications.

3. That the Mayor and City Clerk are authorized to execute on behalf of the City, a Public Service Agreement ("Agreement") with Steven Smith Landscape Inc. for Right of Way Landscape Maintenance Services. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this **1st** day of **July 2017**.

Between: CITY OF ESCONDIDO
a Municipal Corporation
475 N. Spruce St.
Escondido, California 92025
Attn: Ed Domingue
760-839-4668
("CITY")

And: STEVEN SMITH LANDSCAPE INC.
1916 Commercial St.
Escondido CA 92029
Attn: Steven P. Smith
760-745-9916
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of **\$275,338.80**. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not annually exceed the total of fifteen percent (15%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by **June 30, 2018**. Extension of terms or time of performance may be made only upon the City's written consent.
 - a. Termination. Either party may terminate this Agreement with thirty (30) days advance written notice.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.
 - a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

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

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.

In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY,

shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
23. Contractor Registration. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. NOTICE is hereby given that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR is required to and shall post all job site notices as required by local, state or federal regulations.

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

Diane Halverson
City Clerk

CONTRACTOR

Contractor name (please print)

Date: _____

Contractor signature

Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL McGUINNESS, City Attorney

By: _____

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

Attachment A

INTRODUCTION

The City of Escondido is seeking services for Right-of-Way Landscape Maintenance that are respectful of public convenience, efficient and cost effective. The contract period shall be for a one (1) year period beginning on July 1, 2017 through June 30, 2018. Upon satisfactory performance by the contractor and mutual agreement of both parties, the City may renew the contract for four (4) additional one-year periods. The City intends to award a contract to the contractor that best meets the City's qualification criteria. The successful contractor will be required to enter into a contract with the City for the services requested in this RFP within a reasonable time after award.

BACKGROUND

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California. The City's current population is 145,900.

The City of Escondido currently has approximately 70 major area locations to maintain as defined later in this attachment. These Right-of-Way Landscape Maintenance areas are at various locations within the City.

TIMELINE FOR RFP

The following timeline is the City's best estimate and is not binding on the City.

RFP released	May 5, 2017
Mandatory Pre-Proposal Conference	May 17, 2017
Questions submitted via email to the city	May 18, 2017
City answers all questions submitted	May 25, 2017
Proposals due date	June 1, 2017
Contract Approval by City Council	June 28, 2017

RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES
SPECIAL PROVISIONS
AND
MAINTENANCE SPECIFICATIONS

SCOPE OF WORK

The work consists of general landscape maintenance within the City of Escondido. The work includes mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material. Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from the contractor at the contractor's expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of the contract.

PROJECT LOCATIONS / DESCRIPTIONS

See Attachment B, "Project Locations/Areas".

PUBLIC CONVENIENCE

The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

SCHEDULE OF WORK TO BE DONE

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature.

The Contractor shall establish a schedule of work to be followed in the performance of this contract. **This schedule shall list days, times, and locations the Contractor will be on-site. Five copies (5) of this schedule shall be provided to the Director of Public Works or his Designee. Any changes in work schedule or employees shall be submitted to the City for approval as indicated above. The City may deduct from the Contractor's monthly payment for instances where Contractor has failed to meet the work schedule and/or provide the required services. The Contractor will be notified by the City prior to any actual deduction to allow for explanations.**

EXAMINATION OF THE SITE

The Contractor shall visit the site of the proposed work to fully acquaint himself/herself with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

IRRIGATION SYSTEMS

The Contractor shall maintain the entire irrigation system. This includes, but is not limited to, the replacement, repair, adjustment, and monitoring of the system to assure continued operation. The controllers and valve boxes shall be kept clean of soil and debris. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the City. The irrigation controllers shall be turned off prior to expected rain events resulting in enough rainfall to constitute a watering schedule. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of the contractor to turn the water back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs. The contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from the Contractor's monthly payment can be made if repairs are not made in a timely manner satisfactory to the City.

The Contractor shall inspect and test the operation of the irrigation system twice per month for any malfunction. The Contractor shall develop, publish, and submit inspection reports to the City for its records.

All repairs and/or replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to the Contractor by the City. Repairs must be completed before the next watering cycle begins.

Labor for incidental sprinkler repairs, such as repairs to valves, and irrigation equipment beyond the valve, will be included in the contract price. The City will reimburse the contractor for the cost of the parts for these repairs.

Major repairs, such as valve replacement, mainline breaks, wiring, and controllers; will be billed as extra work for parts and labor upon authorization of the Public Works Director or his Designee.

The City will be responsible for backflow repairs and certification tests. Sites using recycled water require special training and certification of employees. Contractors must possess this certification in order to comply with recycled water regulations. Copies of certificates to handle recycled water must be submitted along with the five copies of the overall work schedule.

An irrigation schedule shall be submitted to the City, which will include the following information:

- Controller identification
- Start time for each controller station
- Days programmed to water
- Station numbers
- Cycle time for each station
- Total time for each station per day

The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the Public Works Director or his Designee.

PRUNING AND EDGING

The Contractor shall be responsible for the pruning of all shrubs and groundcover in the work area to maintain plants in a healthy, growing condition. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the Director of Public Works or his Designee. All groundcover shall be edged as needed but not to exceed 3 inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.

TREE MAINTENANCE

All trees shall be maintained in their natural shapes. All pruning shall be done according to the International Society of Arboriculture and shall be limited to removal and disposal of any dead and/or broken branches and any sucker growth located in or on the tree. A minimum clear area of 6' shall be maintained under all trees. Young trees shall be thinned and shaped as needed to promote a strong healthy structure. Mature trees and those in excess of 20 feet in height shall be pruned and shaped up to 12 feet in order to maintain a clean appearance. Tree work above 12 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary. The Contractor shall maintain at his expense all tree stakes and supports. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The Contractor shall remove or loosen any and all stakes and/or ties whenever girdling is causing damage to the trunk. Trees lost from the Contractor's negligence shall be removed and replaced by the Contractor with a like size and species at no cost to the City.

MOWING and EDGING

Turf areas shall be mowed per the following schedule:

- March thru November..... Weekly (total of 40 mowings)
- December thru February..... Every two weeks (total of 7 mowings)

Mowing height shall be determined by the turf type, time of year, and in agreement with the Director of Public Works or his Designee.

The Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas and other features every two weeks or as needed not to exceed 3 inches in length over curbs or onto sidewalks

REMOVAL OF TRASH AND DEBRIS

Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this contract, the Contractor shall remove all debris generated by the performance of the work. Immediately after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris. All areas covered by this contract will be kept free of, but not limited to, the following: bottles, cans, paper, cardboard, metallic items,

debris, and trash. Litter must be removed at a minimum of two times per week, Mondays and Thursdays for the main thoroughfares such as Center City Parkway for example.

List of areas litter is to be removed twice per week.

- Center City Parkway
- Valley Parkway East and West
- Auto Parkway
- El Norte Parkway
- Washington Ave.
- Grand Ave.
- Maple Street Plaza
- Mercado (Grand Ave. from Quince to Pine)
- Bear Valley Parkway
- Via Rancho Parkway
- Mission Ave

WEED CONTROL

All landscape areas within the specified maintenance area shall be kept free of weeds. Weeds shall be controlled by hand or mechanical methods. Herbicides may be used for weed control upon prior approval of the City's Director of Public Works or his Designee. The cost of herbicides and application labor is the responsibility of the contractor. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by the Contractor off-site.

DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all plants for presence of disease or insect infestation. The Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, the Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of the Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to same. As previously noted, the Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.

The Contractor shall possess a valid Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product. Example: for the gas type method of treatment for gophers, Aluminum Phosphide is a restricted product, the correct license would be required to apply this product.

REPLACEMENT OF PLANT MATERIAL

The Contractor shall replace any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Any plant damaged or lost by conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor.

In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. The Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

FERTILIZATION

All planted areas shall receive two (2) applications of fertilizer per year. Turf areas shall receive four (4) applications of fertilizer per year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Contractor shall notify the City with a written schedule one week prior to the date of the application. The fertilizer shall be a complete fertilizer with micronutrients, evenly broadcast at the rate recommended on the manufacturer's label.

INSPECTION BY THE CITY

The City shall conduct regularly scheduled inspections. Reports depicting any and all deficiencies will be shared with the Contractor as they arise. Monthly meetings will be scheduled between the City and the Contractor to discuss the overall landscape condition, including but not limited to: plant vigor, watering schedules, presence of weeds, litter and debris, pesticide use and program, and mowing schedules. The Contractor shall correct discrepancies and deficiencies within 7 days of the date of notice by the City.

Maintenance services performed by the Contractor shall be performed to the satisfaction of the Public Works Director or his Designee.

FAILURE TO PERFORM SATISFACTORILY

Should the Contractor fail to perform the work as specified herein, the City:

(1) will pay only for the amount of service received as determined by the City with an appropriate downward adjustment in contract price or

(2) may have such required work done by City staff or otherwise, and charge the cost thereof to the contractor.

EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during outside of normal working hours. Calls of an emergency nature received by the City's Public Works Director or his Designee shall be referred to the Contractor for immediate disposition.

PERSONNEL, TRAINING AND LICENSE REQUIREMENTS

The Contractor must have a C-27 license.

The Contractor shall possess a valid Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.

The Contractor shall furnish five (5) copies of the appropriate documentation and employee training certifications in the following areas:

- Recycled Water
- Annual Pesticide Handler Training
- Safety in Traffic
- Specialized Equipment – Chainsaw, Tractor, etc.

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this contract during the regular and prescribed hours.

All such personnel shall be physically able to do their assigned work. The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker. The City shall require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City of Escondido. The Contractor shall have competent supervisors, and/or foremen, who may be working supervisors, who are capable of discussing in English matters pertaining to this contract. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which is acceptable to the City.

VANDALISM, THEFT

The Contractor will be responsible for repairing and/or replacing irrigation equipment and plant materials that are damaged by vandalism, theft, or circumstances beyond the control of the Contractor. The damaged material shall be inspected in place by the Public Works Director or his Designee to verify the circumstances of the damage. The City will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items plus fifteen percent (15%) for the Contractor's cost of handling.

TRAFFIC CONTROL

The Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

PAYMENT TERMS

The Contractor shall be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance

performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE

Registration with the DIR or a current letter of exemption, within 12 months, is required prior to bidding on any Public Works Project. All proposals must include your DIR registration number on the proposal. Proposals must also break out labor, materials, freight and sales tax separately. Proposals submitted outside of these guidelines will not be considered.

City of Escondido

Right-of-way Landscape Maintenance Services Project Locations / Areas.

El Norte Parkway:

- 1) El Norte Pkwy - All landscaped medians from Woodland Pkwy. To E. Valley Pkwy.
- 2) El Norte Pkwy. - W/B North side parkway East and West of Taft Street.
- 3) El Norte Pkwy. – W/B North side parkway between 1432 and 1460, boulders and shrubs East of Conway Drive.
- 4) El Norte Pkwy. – W/B North side parkway between Vista Verde Way and Rimrock Drive.
- 5) El Norte Pkwy. – E/B South side parkway cut outs and planters from Midway Dr. to Lincoln Ave.
- 6) El Norte Pkwy. – E/B South side parkway islands East and West of N. Citrus Avenue.
- 7) El Norte Pkwy. – E/B South side parkway from Kaile Lane to Esc. Creek Channel.
- 8) El Norte Pkwy. – E/B South side parkway from Oak Tree Pl. to E. Valley Pkwy.

Auto Parkway:

- 1) Auto Pkwy – Median and R.O.W from 9th Ave. to W. Valley Pkwy.
- 2) Auto Pkwy. – Hale Ave. to W. Valley Pkwy.
- 3) Auto Pkwy. - Median from Citracado Pkwy. to W. Mission Rd. (R.O.W from Ross Dr. to Country Club Dr.)

Citracado Parkway:

- 1) W. Citracado Pkwy. – East side of Citracado from Valley Pkwy to dead end east of Greenwood Pl.
- 2) W. Citracado Pkwy. – Valley Pkwy west to Avenida Del Diablo.

Grand Avenue:

- 1) Grand Ave. – Downtown Parking Lots.
- 2) Grand Ave. – Medians.
- 3) Grand Ave. – Maple St. Plaza.
- 4) Grand Ave. – Mercado.

Valley Parkway:

- 1) E. Valley Pkwy. – Medians from Beven Dr. to El Norte Pkwy.
- 2) E. Valley Pkwy. – Medians from Las Brisas Dr. west to Bear Valley Pkwy.
- 3) E. Valley Pkwy. – Medians and R.O.W from Bear Valley Pkwy west to Hickory St.
- 4) W. Valley Pkwy. – Medians from Hickory St. west to W. Citracado Ave.
- 5) W. Valley Pkwy – R.O.W Northeast corner of Citracado Pkwy and W. Valley Pkwy to Eucalyptus grove.

Quince St. & 2nd Ave.

- 1) (Red) 2 Small R.O.W south of the Bank.
- 2) (Lime) Triangular lot N/E corner Quince St. & 2nd Ave.
- 3) (Turquoise) Triangular lot S/E corner Quince St. & 2nd Ave.
- 4) (Yellow) Triangle lot between 2nd ave., Grand Ave. & Quince St.

Via Rancho Parkway:

- 1) Via Rancho Pkwy / S. Bear Valley Pkwy- Area over view shot.
- 2) Via Rancho Pkwy. – Median and R.O.W E/B south side Via Rancho from 619 W. Via Rancho Pkwy east to Lomas Serenas Dr.
- 3) Via Rancho Pkwy – Median Via Rancho Pkwy from Lomas Serenas Dr. to I-15 s/b on ramp

S. Bear Valley Pkwy.

- 1) S. Bear Valley Pkwy - Medians and R.O.W N/B east side BVP from Beethoven to Golf Course.
- 2) S. Bear Valley Pkwy. – Medians and R.O.W N/B east side BVP from Mary Ln. to Canyon Rd.
- 3) S. Bear Valley Pkwy. – R.O.W. N/B east side BVP from Canyon Rd. to Peet Ln.
- 4) S. Bear Valley Pkwy. – Las Palmas Mitigation Area.
- 5) N. Bear Valley Pkwy. – Boyle Ave. north to Midway Dr.
- 6) N. Bear Valley Pkwy. – Midway Dr. north to Citrus Ave.
- 7) N. Bear Valley Pkwy. – Citrus Ave. to E. Valley Pkwy.

Hidden Trails Slope:

- 1) Hidden Trails Slope Maintenance.

Sprinter Bike Trail:

- 1) Sprinter Bike Trail east of I-15
- 2) Sprinter Bike Trail west of I-15

Queen Califia Landscape:

- 1) Queen Califia Landscape.

SR 78 Median Broadway to Ivy St.

Centre City Parkway:

- 1) Centre City Pkwy. – Medians and R.O.W from Country Club Ln. south to Citracado.

Miscellaneous Right-of-Ways:

- 1) Ash St. - Bike Trail.
- 2) Ash St. - Intersection Island and west Pkwy from Grove Park to Lincoln Ave.
- 3) N. Ash St. – R.O.W south east corner of Ash St. and El Norte Pkwy.
- 4) N. Daisy St. – End of Cul-De-Sac
- 5) 5th Ave. - Median between Grape St. and Fig St.
- 6) Chestnut St. and Juniper St. - Corner Lot
- 7) Circle Dr. – Planter Median
- 8) Date St./3rd Ave. – Median/Wall and Mini Park at the End of 3rd Ave. & Date St.
- 9) 3rd Ave. and Beech St. Mini park.
- 10) 3rd Ave - Median
- 11) Los Arboles Maintenance – Corner of 3rd Ave. and Ash St.
- 12) E. 11th Ave. - Median.

- 13) Date St. - Bridge over Channel.
- 14) S. Escondido Blvd. – Tree wells both sides of the street. 6th Ave. to 15th Ave.
- 15) S. Tulip St. – Medians
- 16) 9th Ave. – Medians East and West of I-15
- 17) 9th Ave. & Auto Park Way – Triangle Lot
- 18) N. Broadway – R.O.W at Leslie Ln & Bahia Ln.
- 19) Sunset Heights Rd @ Nutmeg St. – R.O.W
- 20) Mission Ave. – Median in front of Lowes.
- 21) Mission Ave. – Medians Andreasen Dr. to Enterprise St.
- 22) Citrus Ave. & Glenridge Rd. – Corner Lot.
- 23) Citrus Ave. – R.O.W S/W Citrus Ave. and Washington.
- 24) Eucalyptus Ave. – East slope between Hillstone Ave. and Gamble Ln. dead end.

Police / Fire Headquarter Landscape:

- 1) Landscaping around Police / Fire Headquarters.

GENERAL TERMS AND CONDITIONS

1. Public Information

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the document submitted and confirmed in contract between the City and the company selected.

2. Warranty

All hardware equipment warranties must not be less than one (1) year from the date of satisfactory installation for all equipment.

3. Optional Features

Bidders may elect to provide recommendations and pricing for optional features, if deemed beneficial to the City. Pricing for optional features must NOT be included in the minimum requirements pricing.

4. Business License

The successful bidder shall be required to obtain a City of Escondido Business License prior to the award of the contract.

5. Right to Reject Proposal

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from bidders not selected. All proposals submitted become property of the City.

6. Understanding the Services to be Performed

By submitting a proposal, the bidder certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity and quality of service to be performed.

7. Termination for Default

- a) The City may, by written notice of default to the successful bidder (subject to the provisions of paragraph (c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
 - 1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - 2) If the successful bidder fails to perform any of the other provisions of this contract or so fails to make progress to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) business days after receipt of notice from the Purchasing Supervisor specifying such failure.
- b) In the event the City terminates this contract in whole or in part, as in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated and the bidder shall be liable to the City for any excess costs for such similar supplies or services provided that the successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c) The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.
- d) If after notice of termination of this contract under the provisions of this clause is determined by any reason that the bidder was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the bidder shall be the same as if notice of termination for convenience had been issued pursuant to such clause.
- e) The City reserves the right to terminate for convenience, and cancel the contract at any time with thirty (30) days prior written notice of its intent to terminate. This termination does not include any leases that are in place at the time of cancellation.

8. Assignment of Contract

The successful bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the consent of the City and of his sureties,

if any. All payments made pursuant to this contract shall only be made payable to successful bidder.

9. Indemnification

Each party shall indemnify and hold harmless the other parties and their officers, employees, directors, shareholders, subsidiaries, contractors and/or agents from and against all suits, actions, losses, damages, claims, or liability of any character type, or description including, but not limited to all expenses of litigation, court costs, penalties.

CITY OF ESCONDIDO

CONTRACTOR: Steven Smith Landscape, Inc. DATE: _____

CITY OF ESCONDIDO RIGHT-OF-WAY LANDSCAPE MAINTENANCE BID SHEET							Extra-work Hourly Rates		Bid		
							General Labor		\$	28 ⁰⁰	Irrigation
RIGHTS-OF-WAY											
Right-of-Way	Locations	Man-hours Per Visit	Cost Per Man-hour	No. Visits Per Month	Monthly Maintenance Cost	A General Annual Maintenance Cost	B Annual Mowing Cost (wkly) Mar-Nov Dec-Feb	C Annual Plant Fertilization (2x Yr.)	D Annual Turf Fertilization (4x Yr.)	A + B+C+D Total Annual Bid	ROW Group Bids

Resolution No. 2017-29
 EXHIBIT 1
 Page 18 of 25

Attachment "A"

A B C D All

Auto Parkway											8,018 ⁴⁰
1	Median and R.O.W from 9 th Ave. to W. Valley Pkwy.	1	25.50	8.8	224.40	1,439 ³⁰	1,198 ⁴⁰	11.00	44.00	2,692 ³⁰	
2	Hale Ave. to W. Valley Pkwy.	.25			56.10	662 ²⁰	/	11.00	/	672 ²⁰	
3	Median from Citracado Pkwy. to W. Mission Rd. (R.O.W from Ross Dr. to Country Club Dr.)	1.75	↓	↓	392.70	4,668 ⁴⁰	/	44.00	/	4,712 ⁴⁰	
Citracado Parkway											6,732 ⁶⁰
1	East side of Citracado from Valley Pkwy to dead end east of Greenwood Pl	3.5	25.50	4.4	392 ⁷⁰	4,668 ⁴⁰	/	44 ⁰⁰	/	4,712 ⁴⁰	
2	Valley Pkwy west to Avenida Del Diablo.	1.5	↓	↓	168 ³⁰	1,975 ⁶⁰	/	↓	/	2,019 ⁶⁰	
Grand Avenue											12,117 ⁶⁰
1	Downtown Parking Lots. Lots 1-7	2.25	25.50	8.8	504 ⁹⁰	1,047 ⁸⁰	/	11 ⁰⁰	/	6,058 ⁸⁰	
2	Medians.	1.25		8.8	280 ⁵⁰	3,344 ⁶⁰	/	22 ⁰⁰	/	3,366 ⁶⁰	
3	Maple St. Plaza.	.50		8.8	112 ²⁰	1,339 ⁴⁰	/	11 ⁰⁰	/	1,346 ⁴⁰	
4	Mercado.	.50	↓	8.8	112 ²⁰	125 ⁹⁰	1,198 ⁸⁰	/	22 ⁰⁰	1,346 ⁴⁰	

Resolution No. 2017-89
 EXHIBIT 1
 Page 19 of 25

Attachment "A"

							(every two wks)				
El Norte Parkway											42,411
1	All landscaped medians from Woodland Pkwy. To E. Valley Pkwy	8	25 ⁵⁰	8.8	1,795 ²⁰	21,410 ⁴⁰	/	13.2 ⁰⁰	/	21,542 ⁴⁰	
2	- WB North side parkway East and West of Taft Street.	.50			112 ⁵⁰	1,324 ⁴⁰	/	22 ⁰⁰	/	1,346 ⁴⁰	
3	WB North side parkway between 1432 and 1460, boulders and shrubs East of Conway Drive.	.25			56 ¹⁰	662 ²⁰	/	11 ⁰⁰	/	673 ²⁰	
4	WB North side parkway between Vista Verde Way and Rimrock Drive.	1.5			168 ³⁰	1,997 ⁶⁰	/	22 ⁰⁰	/	2,019 ⁶⁰	
5	E/B South side parkway cut outs and planters from Midway Dr. to Lincoln Ave.	2			448 ⁸⁰	5,341 ⁶⁰	/	44 ⁰⁰	/	5,385 ⁶⁰	
6	E/B South side parkway islands East and West of N. Citrus Avenue.	3			673 ²⁰	8,034 ⁴⁰	/	44 ⁰⁰	/	8,078 ⁴⁰	
7	E/B South side parkway from Kaile Lane to Esc. Creek Channel.	.75			168 ³⁰	1,997 ⁶⁰	/	22 ⁰⁰	/	2,019 ⁶⁰	
8	E/B South side parkway from Oak Tree Pl. to E. Valley Pkwy.	.50	↓	↓	112 ⁵⁰	1,324 ⁴⁰	/	22 ⁰⁰	/	1,346 ⁴⁰	

6.02

Resolution No. 2017-89
 EXHIBIT 1
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Attachment "A"

Bear Valley Parkway											22,888
1	Medians from Beven Dr. to El Norte Pkwy.	2.5	25 ^{5D}	8.8	561 ⁰⁰	6,688 ⁰⁰	/	44 ⁰⁰	/	6,732 ⁰⁰	
2	Medians from Las Brisas Dr. west to Bear Valley Pkwy.	.75			168 ^{3D}	2,008 ^{6D}	/	11 ⁰⁰	/	2,019 ^{6D}	
3	Medians and R.O.W from Bear Valley Pkwy west to Hickory St.	2			448 ^{3L}	5,363 ^{6D}	/	22 ⁰⁰	/	5,385 ^{6L}	
4	Medians from Hickory St. west to W.Citracado Ave.	2.5			561 ⁰⁰	6,000 ⁷⁵	599 ²⁵	44 ⁰⁰	88 ⁰⁰	6,732 ⁰⁰	
5	R.O.W Northeast corner of Citracado Pkwy and W. Valley Pkwy to Eucalyptus grove.	.75	↓	↓	168 ^{3D}	2,008 ^{6D}	/	11 ⁰⁰	/	2,019 ^{6L}	
Quince St. & 2 nd Ave.											5,385 ^{6L}
1	(Red) 2 Small R.O.W south of the Bank.	1.5	25 ^{5D}	4.4	168 ^{3L}	2,008 ^{6L}	/	11 ⁰⁰	/	2,019 ^{6L}	
2	(Lime) Triangular lot N/E corner Quince St. & 2 nd Ave.	.50			56 ^{1D}	662 ²⁰	/	11 ⁰⁰	/	673 ²⁰	
3	(Turquoise) Triangular lot S/E corner Quince St. & 2 nd Ave.	.50			56 ^{1D}	40.95	599 ²⁵	11 ⁰⁰	22 ⁰⁰	673 ²⁰	
4	(Yellow) Triangle lot between 2 nd ave., Grand Ave. & Quince St.	1.5	↓	↓	168 ^{3D}	1,387 ³⁵	599 ²⁵	11 ⁰⁰	22 ⁰⁰	2,019 ^{6L}	
Rancho Parkway											12,117

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	1	Area over view shot.	2	25 ^{SD}	8.8	448 ^{SD}	5,363 ⁶⁰	/	22 ⁰⁰	/	5,385 ⁶⁰	
Via Rancho Pkwy continued.												
	2	Median and R.O.W E/B south side Via Rancho from 619 W. Via Rancho Pkwy east to Lomas Serenas Dr.	2			448 ^{SD}	5,341 ⁶⁰	/	44 ⁰⁰	/	5,385 ⁶⁰	
	3	Median Via Rancho Pkwy from Lomas Serenas Dr. to I-15 s/b on ramp	.50	↓	↓	112 ^{SD}	1,341 ⁹⁰	/	5 ^{SD}	/	1,346 ⁴⁰	
Bear Valley Pkwy												25,581
Bear Valley Pkwy	1	Medians and R.O.W N/B east side BVP from Beethoven to Golf Course.	1.25	25 ^{SD}	8.8	280 ^{SD}	3,344 ⁰⁰	/	22 ⁰⁰	/	3,366 ⁰⁰	
Bear Valley Pkwy	2	Medians and R.O.W N/B east side BVP from Mary Ln. to Canyon Rd.	1.25			280 ^{SD}	3,344 ⁰⁰	/	22 ⁰⁰	/	3,366 ⁰⁰	
Bear Valley Pkwy	3	R.O.W N/B east side BVP from Canyon Rd. to Peet Ln	.50			112 ^{SD}	1,340 ⁹⁰	/	5 ^{SD}	/	1,346 ⁴⁰	
Bear Valley Pkwy	4	Las Palmas Mitigation Area.	.50			112 ^{SD}	1,340 ⁹⁰	/	5 ^{SD}	/	1,346 ⁴⁰	
Bear Valley Pkwy	5	Boyle Ave. north to Midway Dr.	2	↓	↓	448 ^{SD}	5,374 ⁶⁰	/	11 ⁰⁰	/	5,385 ⁶⁰	

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N. Bear Valley Pkwy	6	Midway Dr. north to Citrus Ave.	2	25 ⁵⁰	8.8	448 ⁸⁰	5,297 ⁶⁰	/	88 ⁰⁰	/	5,385 ⁶⁰		
N. Bear Valley Pkwy	7	Midway Dr. north to Citrus Ave.	2	25 ⁵⁰	8.8	448 ⁸⁰	5,297 ⁶⁰	/	88 ⁰⁰	/	5,385 ⁶⁰		
Hidden Trails Slope												10,771	20
	1	Hidden trails slope maintenance.	8	25 ⁵⁰	4.4	897 ⁶⁰	10,727 ²⁰	/	44 ⁰⁰	/	10,771 ²⁰		
Sprinter Bike Trail												16,849	10
	1	Sprinter Bike Trail east of I-15	7	25 ⁵⁰	4.4	785 ⁴⁰	9,358 ⁸⁰	/	66 ⁰⁰	/	9,424 ⁸⁰		
	2	Sprinter Bike Trail west of I-15	7	25 ⁵⁰	4.4	785 ⁴⁰	9,358 ⁸⁰	/	66 ⁰⁰	/	9,424 ⁸⁰		
Queen Califia Landscape												4,039	20
	1	Queen Califia Landscape	3	25 ⁵⁰	4.4	336 ⁶⁰	4,039 ²⁰	/	/	/	4,039 ²⁰		
SR 78 Median Broadway to Ivy St												2,692	80
	1	Landscaped Median.	2	25 ⁵⁰	4.4	224 ⁴⁰	2,670 ⁸⁰	/	22 ⁶⁰	/	2,692 ⁸⁰		
Centre City Pkwy												53,856	20
	1	Medians and R.O.W from Country Club Ln. south to Citracado.	20	25 ⁵⁰	8.8	4,488 ⁰⁰	25,289 ⁰⁰	26,367 ⁰⁰	440 ⁶⁰	1,760 ⁰⁰	53,856 ⁰⁰		
Miscellaneous Right of Ways												35,006	40
	1	Ash St. - Bike Trail.	.25	25 ⁵⁰	4.4	28 ⁰⁵	336 ⁶⁰	/	/	/	336 ⁶⁰		
	2	Ash St. - Intersection Island and west Pkwy	.25	25 ⁵⁰	4.4	28 ⁰⁵	336 ⁶⁰	/	/	/	336 ⁶⁰		

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Attachment "A"

	from Grove Park to Lincoln Ave.		25 ^{SD}	4.4							
3	N. Ash St. - R.O.W southeast corner of Ash St. and El Norte Pkwy.	1.5			168 ³⁰	2,014 ¹⁰	/	5 ⁵⁰	/	2,019 ⁶⁰	
4	N. Daisy St. - End of Cul-De-Sac	.25			28 ⁰⁵	331 ¹⁰	/	5 ⁵⁰	/	336 ⁶⁰	
5	5 th Ave. - Median between Grape St. and Fig St	1.5			168 ³⁰	2,014 ¹⁰	/	5 ⁵⁰	/	2,019 ⁶⁰	
6	Chestnut St. and Juniper St. - Corner Lot	1.5			168 ³⁰	1,997 ⁶⁰	/	22 ⁰⁰	/	2,019 ⁶⁰	
7	Circle Dr. - Planter Median	.25			28 ⁰⁵	331 ¹⁰	/	5 ⁵⁰	/	336 ⁶⁰	
8	Date St./3 rd Ave. - Median/Wall and Mini Park at the End of 3 rd Ave. & Date St	1.5			168 ³⁰	2,008 ⁶⁰	/	11 ⁰⁰	/	2,019 ⁶⁰	
9	3 rd Ave. and Beech St. Mini park	1			112 ²⁰	1039 ⁰⁰	1,198 ⁶⁰	/	114 ⁰⁰	1,346 ⁴⁰	
10	3 rd Ave - Median	2			224 ⁴⁰	846 ⁰⁵	1,797 ²⁵	5 ⁵⁰	111 ⁰⁰	2,692 ⁸⁰	
11	Los Arboles Maintenance - Corner of 3 rd Ave. and Ash St.	.25			28 ⁰⁵	325 ⁶⁰	/	11 ⁰⁰	/	336 ⁶⁰	
12	E. 11 th Ave. - Median.	2			224 ⁴⁰	2,670 ⁸⁰	/	22 ⁰⁰	/	2,692 ⁸⁰	
13	Date St. - Bridge over Channel	.25			28 ⁰⁵	336 ⁶⁰	/	/	/	336 ⁶⁰	
14	S. Escondido Blvd. - Tree wells both sides of the street. 6 th Ave. to 15 th Ave.	2			224 ⁴⁰	2,670 ⁸⁰	/	22 ⁰⁰	/	2,692 ⁸⁰	
15	S. Tulip St. - Medians	1.5	↓	↓	168 ³⁰	1,997 ⁶⁰	/	22 ⁰⁰	/	2,019 ⁶⁰	

Attachment "A"

16	9 th Ave. – Medians East and West of I-15	3	25 ^{SD}	4.4	336 ⁶⁰	4,017 ²⁰	/	22 ⁶⁰	/	4,139 ²⁰	
17	9 th Ave. & Auto Park Way – Triangle Lot	.50			56 ¹⁰	673 ²⁰	/	/	/	673 ²⁰	
18	N. Broadway – R.O.W at Leslie Ln & Bahia Ln.	1.5			168 ³⁰	1,997 ⁶⁰	/	22 ⁶⁰	/	2,019 ⁶⁰	
19	Sunset Heights Rd @ Nutmeg St. – R.O.W	.50			56 ¹⁰	673 ²⁰	/	/	/	673 ²⁰	
20	Mission Ave. – Median in front of Lowes.	.50			56 ¹⁰	651 ²⁰	/	22 ⁶⁰	/	673 ²⁰	
21	Mission Ave. – Medians Andreasen Dr. to Enterprise St.	.50			56 ¹⁰	673 ²⁰	/	/	/	673 ²⁰	
22	Citrus Ave. & Glenridge Rd. – Corner Lot	1.5			168 ³⁰	2,019 ⁶⁰	/	/	/	2,019 ⁶⁰	
23	Citrus Ave. – R.O.W SW Citrus Ave. and Washington	.50			56 ¹⁰	673 ²⁰	/	/	/	673 ²⁰	
24	Eucalyptus Ave. – East slope between Hillstone Ave. and Gamble Ln. dead end	1.5			168 ³⁰	1,997 ⁶⁰	/	22 ⁶⁰	/	2,019 ⁶⁰	
Police / Fire Headquarter Landscape											14810
1	Landscaping around Police / Fire Headquarters	11	25 ^{SD}	4.4	1,234 ²⁰	14,323 ⁷⁷	299 ⁶⁰	176 ⁶⁰	11 ⁶⁰	14,810 ⁴⁰	
										Total Bid All ROWs	75,338 ³⁰

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: FY 2017-18 Department of Alcoholic Beverage Control Local Law Enforcement Grant

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-93 authorizing the Chief of Police to receive a \$59,192 grant award from the California Department of Alcoholic Beverage Control (ABC); authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

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

PREVIOUS ACTION:

The City Council adopted Resolution No. 2015-111 approving a \$54,422 Department of Alcoholic Beverage Control Local Law Enforcement Grant on June 24, 2015.

BACKGROUND:

The California Department of Alcoholic Beverage Control (ABC) has awarded the Escondido Police Department a \$59,192 grant to:

- Target alcohol establishments who participate in narcotics sales or prostitution;
- Reduce alcohol related crimes and accidents through education, public awareness, enhanced officer training and enforcement;
- Identify disorderly alcoholic beverage retailers illegally selling to minor patrons;
- Educate ABC licensees on the proper, legal and responsible manner of business expected by the ABC and the City of Escondido.

Grant projects must incorporate ABC enforcement strategies into a comprehensive local program.

ABC programs include:

1. License Education of Alcohol and Drugs (LEAD) – A free voluntary prevention and education program for retail licensees, employees and applicants;
2. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) – A prevention and education program to teach licensees how to help reduce alcohol-related crime. IMPACT partners an ABC investigator with a law enforcement officer to visit licensed outlets in a marked vehicle. IMPACT teams educate licensees and view premises for compliance with laws;
3. Shoulder Tap – A program in which a minor decoy, under the supervision of law enforcement officers, solicits adults outside licensed stores to purchase alcohol. Individuals who furnish alcohol to minors are arrested. Shoulder Tap is typically implemented in locations where complaints have been received about minors shoulder tapping adults to purchase alcohol;
4. Public Awareness – Operation results and subsequent prosecutions will be publicized through press releases, media ride-alongs and social media outlets;
5. Officer Training – Officers and Detectives will enhance on-going training to focus on ABC violations and regulations, DUI enforcement, public intoxication and alcohol consumption by minors.

If approved by your action today, the Police Department will use this allocation to fund police officer overtime related to enforcement operations. During the grant period, July 1, 2017 to June 30, 2018, these funds will increase enforcement efforts and enhance public awareness campaigns to promote safety in the community.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: June 01, 2017
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): June 28, 2107
(attach copy of staff report)

For Finance Use Only
Log # BA 06-02
Fiscal Year 2017
Budget Balances
General Fund Accts
Revenue
Interfund Transfers
Fund Balance

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4127-451-New Project Number, \$59,192) and Police Grants (451-New Project Number, \$59,192).

Explanation of Request:

Budget adjustments are needed to receive grant funds and establish a spending account for expenses related to the FY 2017-18 Department of Alcoholic Beverage Control Local Law Enforcement Grant.

APPROVALS

Department Head: [Signature]
Finance: [Signature]
Date: 6/21/17

City Manager: _____ Date: _____
City Clerk: _____ Date: _____

Distribution (after approval): Original: Finance

RESOLUTION NO. 2017-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO RECEIVE A \$59,192 GRANT FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AND TO EXECUTE CONTRACT DOCUMENTS RELATED TO THE GRANT

WHEREAS, the City of Escondido desires to reduce alcohol-related problems in the community; and

WHEREAS, the Escondido Police Department desires to conduct specific programs to address this goal, including the 2017-18 ABC Project; and

WHEREAS, the 2017-18 ABC Project will be funded in part through the Grant Assistance to Local Law Enforcement Agencies Project administered by the Department of Alcoholic Beverage Control, hereafter referred to as ABC.

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 authorizes the City of Escondido Chief of Police to receive a \$59,192 grant from the ABC and execute, on its behalf, grant contract documents, including any extensions or amendments thereof, and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient

and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. 2017-94

File No. _____

Ord No. _____

Agenda Item No.: 10
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Assistant City Manager

SUBJECT: A Ground Lease Agreement with *A Step Beyond* for use of property located adjacent to the art studios at the California Center for the Arts, Escondido (CCAЕ), addressed as 340 N. Escondido Boulevard

RECOMMENDATION:

It is requested that the City Council:

- 1) Adopt Resolution No. 2017-94, authorizing the Real Property Manager and the City Clerk to execute a thirty-year ground lease agreement for property within an enclosed area located north of CCAE Studios #1 – #4, south of the Escondido Creek, along the fence line, east of the CCAE HVAC system, and west of the wall that extends north from Studio #1.
- 2) Authorize the CCAE Board of Directors to establish a long-term lease of studio and ancillary space that accommodates *A Step Beyond* (ASB) for operating its program.

FISCAL ANALYSIS:

The proposed ground lease rate is based on an initial rent of \$350 per month, for a period of thirty years, and is adjusted annually by the Consumer Price Index for Urban Consumers in the San Diego metropolitan area.

PREVIOUS ACTION:

None

BACKGROUND:


A Step Beyond (ASB) is a nonprofit organization that provides economically disadvantaged youth with skills to succeed through an approach that combines professional dance training with academic tutoring and family counseling. ASB began their tuition-free program at the CCAE in 2014 and has an enrollment of 105 students, and a staff of seven professional dance instructors, choreographers, academic tutors and counselors. A new class of thirty-five third and fourth grade students are enrolled each year. Students remain with the program receiving the variety of artistic, academic, social and cultural resources offered by ASB for approximately ten years through high school graduation. ASB is anticipated to reach a maximum enrollment of approximately 300 students.

ASB is proposing to construct a free-standing 2,200 square foot building on the ground lease area for its exclusive office and tutoring space that is not available within the CCAE. The proposed building will be constructed with similar materials and colors as the CCAE, and will be located in an enclosed open space area that is not accessed by the public. A thirty-year lease is requested to facilitate the building's fundraising; at the conclusion of the lease the building will be turned over to the City (unless a lease extension is agreed to by both parties).

The CCAE Board of Directors is responsible for managing the facility's rental agreements. ASB signed a six-year rental agreement (including options) with CCAE for approximately 5,200 square feet of studio and office space used primarily during after-school hours. The agreement provides the CCAE with a reliable annual revenue stream of \$33,000 that will grow to \$60,000 within the next several years. The agreement also requires the studios to be available for other users to rent when ASB is not operating its program.

Because the ground lease is proposed for thirty years, ASB requires that the CCAE studio and office space that is rented for their program also be made available during this time frame. The CCAE Director only has authority for approving rental agreements involving a much shorter time frame; longer leasing agreements for CCAE space must be authorized by the City. A concern is that a future CCAE Board might not accommodate ASB's rental agreement for studio space, thus rendering ASB's building ineffective for conducting its program. Staff and the current CCAE Board agree that a long term lease of studio and ancillary space is appropriate to guarantee ASB's operation. To that end, it is recommended that the City Council direct the CCAE Board of Directors to establish a long term lease with ASB concurrent with the ground lease.

Respectfully submitted,



Jay Petrek
Assistant City Manager

RESOLUTION NO. 2017-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT FOR THE USE OF SURPLUS PROPERTY AT THE CALIFORNIA CENTER FOR THE ARTS (CCAЕ) CAMPUS, IN THE CITY OF ESCONDIDO ADDRESSED AS 340 N. ESCONDIDO BOULEVARD

WHEREAS, the City of Escondido ("City") owns certain property, located within an enclosed area located north of CCAE Studios #1 – #4, south of the Escondido Creek, along the fence line, east of the CCAE HVAC system, and west of the wall that extends north from Studio #1; and

WHEREAS, A Step Beyond is a nonprofit organization that provides economically disadvantaged youth with skills to succeed through a tuition-free program at the CCAE that combines professional dance training with academic tutoring and family counseling; and

WHEREAS, A Step Beyond is proposing to construct a free-standing 2,200 square foot building on the ground lease area for its exclusive office and tutoring space that is not available within the CCAE; and

WHEREAS, the City and A Step Beyond desire to enter into a lease to allow occupancy at said real property for constructing their building; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve of the lease agreement (Agreement").

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

1. That the above recitations are true.
2. The Real Property Manager and the City Clerk are authorized to execute, on behalf of the City, the Agreement with A Step Beyond, which is attached hereto as Exhibit "A" and incorporated by this reference.



GROUND LEASE AGREEMENT

Lessee: A Step Beyond.

Address: 340 N. Escondido Blvd, Escondido CA

Date: July 2017

Lease Agreement between the City of Escondido and A Step Beyond for use of the property at 340 N. Escondido Blvd, Escondido, CA 92025 for specific purposes as set forth below.

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CITY OF ESCONDIDO GROUND LEASE AGREEMENT

This Ground Lease Agreement is made as of March 29, 2017 between the City and A Step Beyond, a California Corporation, entity number C3560361.

Section 1 Definition of Terms

The following words in this Lease Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

Center. Center means the Escondido Center for the Arts.

City. The City means the City of Escondido, a California general law City.

Lease. Lease means this Lease Agreement.

Lease Administrator. The Lease Administrator means the City of Escondido Real Property Manager or such other person as shall be designated from time to time by City.

Lessee. Lessee means A Step Beyond including its officers, agents, and employees.

Management Agreement for the Center. Management Agreement for the Center means the 2014 Operation and Management Agreement for the Center for the Arts between the City and the Center, as may be amended from time to time.

Park. Park means Grape Day Park and the surrounding areas, including City Hall.

Party. Lessee or City may be referred to individually as Party or collectively as Parties.

Premises. Premises means the real property north of the Center's Studios I-IV, south of Escondido flood control channel along the fence line, east of the Center's HVAC system, and west of the wall that extends north from Studio 1. The premises are more specifically delineated in Attachment 1.

Term. Term means the initial date of the term as provided in Section 3 below.

Section 2 Administration

This Lease will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido
Attn: Real Property Manager
201 North Broadway
Escondido, CA 92025

and on behalf of Lessee by _____, whose address is:

A Step Beyond
5650 El Camion Real, Suite 130
Carlsbad, CA 92008

Section 3 Term

The term of this Lease shall be thirty years, commencing on October 31, 2017 or the date of issuance of a building permit by the City, whichever comes first.

Section 4 Termination of Lease

4.2 Default. If the City discovers at any time during the Term that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation in writing and Lessee must correct said violation within 30 days. If the violation is not corrected within 30 days, the City may immediately terminate the Lease upon written notice without penalty. If the same or similar violation occurs more than once the City may immediately terminate the Lease upon written notice without penalty and without providing 30 days for correction.

4.3 Automatic Termination. Any one of the following events shall result in the immediate termination of this Lease, without penalty to the City.

- A. The Bankruptcy, termination of the corporation, or loss of non-profit status of Lessee.
- B. If Lessee breaches any other agreement the Lessee has with the Center or the City of Escondido, if the breach is not cured within the timeframe set forth in the agreement.

Section 5 Options to Renew

N/A.

Section 6 Vacation of Premises

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

Upon such season conclusion, Lessee shall immediately:

- A. Arrange and pay for the disconnection of all utilities and services ordered by Lessee;

- B. Remove all items of exclusive-use personal property stored on the premises; and
- C. At the conclusion of the lease term, turn over all keys and access codes to the City of Escondido.

Section 7 Rent

Base Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City \$350 per month on or prior to the first day of each month. Rent payments shall commence on the first day of the Term.

Section 8 Annual Adjustment

The Base Rental Rate shall be increased on an annual basis, beginning on July 1, 2018, by the annual percentage increase in the Consumer Price Index for All Urban Consumers for the San Diego metropolitan area.

Section 9 Late Payment

Rent payments received after the fifth day of any month will be charged an additional 20% late payment fee.

Section 10 Utilities Payments

The City will provide for all utilities and services necessary for the occupancy and use of the Premises, including: gas, water, electricity, sewage charges, and trash or janitorial services.

Section 11 Taxes, Assessments and Fees

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.

Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

Section 12 Acceptance and Maintenance

Lessee hereby acknowledges that Lessee has inspected the Premises, that Lessee accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary

order, condition, and repair and suitable for the uses as specified in this Lease. Pursuant to the noticing requirements of California Civil Code Section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist.

Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.

In the event Lessee fails to properly maintain the premises as required by City, City may notify Lessee in writing of said failure. In the event Lessee fails to perform said maintenance within thirty (30) days after such notice by City, City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to City within ten (10) days from receipt by Lessee of an invoice from City.

Section 13 Alterations

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits. Lessee will construct an office building of approximately 2200 square feet on the Premises. The City shall have exclusive authority to determine the location, design, and other limitations concerning the improvements.

Any tenant improvements, and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

Lessor or its representatives shall have the right to go upon and inspect the Demised Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility, or such other notices which the Lessor may deem to be proper for the protection of the Lessor's interest in the Demised Premises.

Section 14 Use

Lessee agrees to use the Premises for dance instruction, dance rehearsal, and other dance related uses as well as necessary administrative uses consistent with this Lease.

Lessee shall provide a minimum level of services to the community as part of the consideration for this Lease as follows:

- A. Lessee will provide services to at least 100 students under the age

of 17; and

- B. At least 51% of the students served must reside in the City of Escondido; and
- C. The services must include dance instruction, rehearsal, and education which must be at least 50% of the services provided.

Additionally, Lessee agrees to use the Premises in accordance with the provisions and requirements contained in any permits required by the City of Escondido and the restrictions and obligations in the Management Agreement for the Center. Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

Section 15 Occupancy, Assignment and Subletting

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign or sublease any interest in this Lease to any other Party, at any time, including a transferee of a controlling interest in Lessee without written consent from the Lease Administrator.

Section 16 Conduct

Lessee and guests of Lessee shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to patrons of the Park or Center. Lessee and guests shall also conduct themselves in accordance with any Park or Center rules or policies. Lessee and guests may use the open areas immediately adjacent to the Premises, provided that Lessee (including its guest, agents, invitees, etc.) not interfere with the use of the open areas by patrons of the adjacent Center buildings. Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

Section 17 Pets

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

Section 18 Notices

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

Section 19 Right of Inspection

City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

Section 20 Insurance

Lessee must have insurance in the following amounts at all times during this Lease:

- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
- B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).
- C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
- D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- E. During the construction of the initial improvements and any subsequent approved improvements, insurance in an amount no less than to cover construction risks.

Each insurance policy required above must be acceptable to the City Attorney:

- F. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
- G. 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.
- H. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this

Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within sixty (60) days. Noncompliance by Lessee with any provision of this Section shall allow the Lease Administrator to terminate this Lease.

City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.

The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.

Section 21 Indemnification

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which City, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by City on account of any such claims, demands, or liabilities.

Section 22 Attorney's Fees, Costs and Expenses

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful party shall pay all of the successful party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

Section 23 Non-Discrimination

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. Lessee shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.

Section 24 Supersedure

This Lease, upon becoming effective, shall supersede any leases or rental agreements previously made or issued for the Premises between the City and Lessee, or the Center and Lessee.

Section 25 Hazardous and/or Contaminated Soil and Material

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within 30 days after written notice to City or from City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

Section 26 Law to Govern; Venue

This Lease is governed by the laws of the State of California. Venue for all actions arising from this Lease must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

Section 27 Special Provisions

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

Section 28 Compliance with Federal, State, and Local Laws

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, and to indemnify City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

Section 29 Amendment

This Lease may not be amended, modified, or supplemented except by a writing executed by both Parties.

Section 30 Severability

If any part of this Lease is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

Section 31 Waiver

No waiver by a Party of any provision of this Lease shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Lease or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Lease or under the law.

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 (LESSOR)

Date: _____

Name, Real Property Manager

Date: _____

Diane Halverson, City Clerk

A STEP BEYOND (LESSEE)

Date: _____

By: _____

Print Name/Title

Date: _____

By: _____

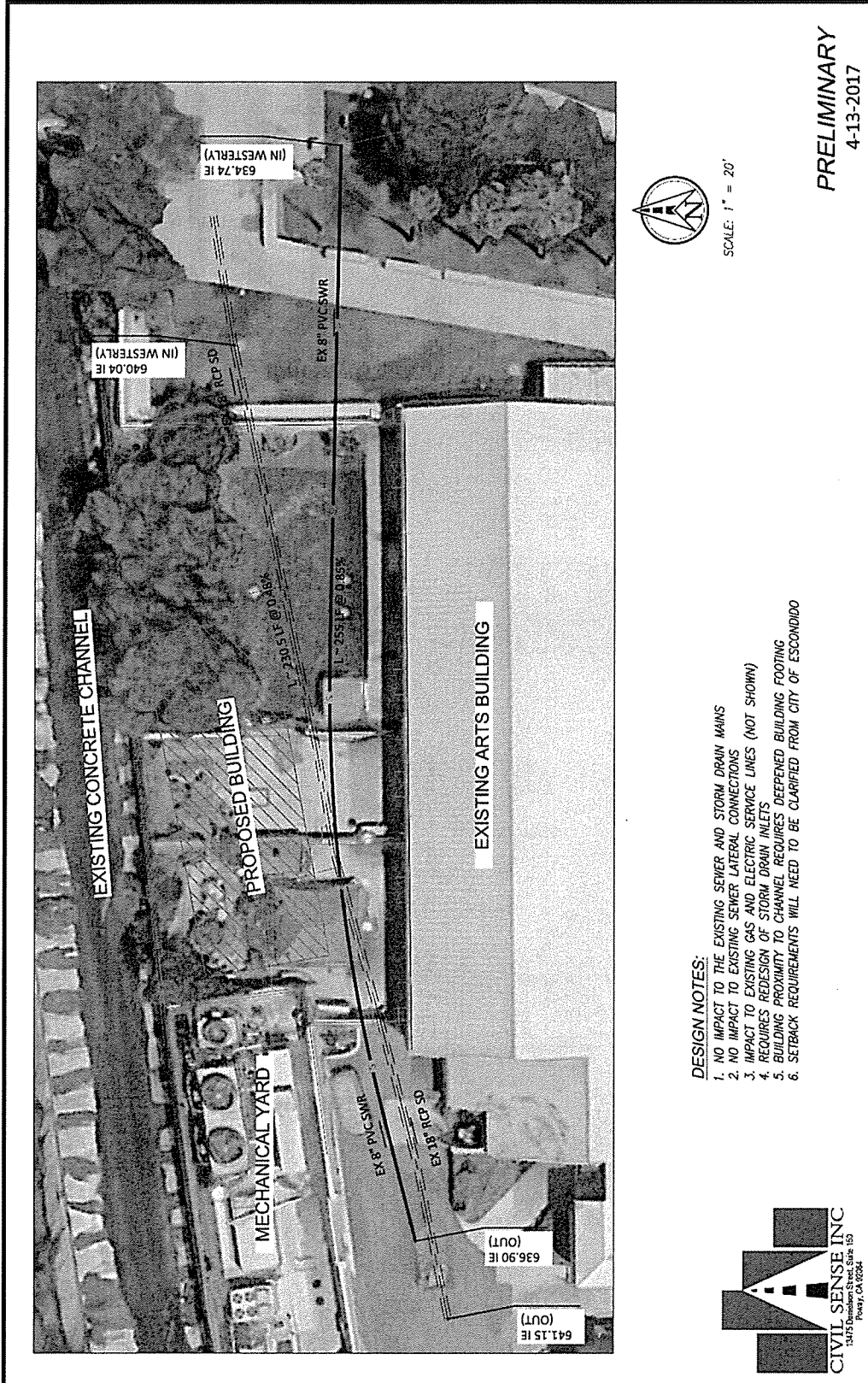
Print Name/Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

Attachment 1





CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director
Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Award Purchase of Fuels for Fiscal Year 2018

RECOMMENDATION:

Request the City Council adopt Resolution No. 2017-95, approving the purchase of unleaded gasoline and diesel fuel from The SoCo Group, Inc. in the amount of \$1,100,000 utilizing a cooperative purchase agreement with the City of San Diego, RFP No. 10015195-12-Z, Purchasing Contract No. 46000000984, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90.

FISCAL ANALYSIS:

Sufficient funds have already been approved in the FY 2017/2018 Fleet Services operating budget Account No. 5111-653-715 for unleaded gasoline in the amount of \$900,000, and Account No. 5113-653-715 for diesel fuel in the amount of \$300,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Fiscal Management.

PREVIOUS ACTION:

On June 15, 2016, per City Resolution No. 2016-81, the City Council awarded SoCo Group, Inc. the Fiscal Year 2017 fuel contract.

BACKGROUND:

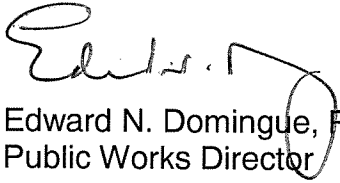
Fleet Services would like to purchase unleaded gasoline and diesel fuel from The SoCo Group, Inc. through a cooperative purchase agreement with the City of San Diego and other public agencies throughout San Diego County. The SoCo Group was awarded the City of San Diego contract for the last several years and has provided exceptional customer service to the City of Escondido. Fleet

Award Purchase of Fuels for Fiscal Year 2018
June 28, 2017
Page 2 of 2

Services will use funds in Account No. 5111-653-715 for unleaded gasoline, and Account No. 5113-653-715 for diesel fuel, previously approved in the FY 2017/2018 budget.

This is an efficient and economical procurement for these supplies that on average saves the City between \$0.60 and \$0.75 per gallon from regular pump prices, as well as reduces the staff time to annually procure this contract. Local supplier prices are regularly checked for competitive prices, but the cooperative purchase agreement rates provided by the SoCo Group Inc., provide better economy.

Respectfully submitted,



Edward N. Domingue, P.E.,
Public Works Director



Joseph Goulart
Fleet Maintenance Superintendent

RESOLUTION NO. 2017-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY COUNCIL TO APPROVE, ON BEHALF OF THE CITY, THE PURCHASE OF UNLEADED AND DIESEL FUEL FROM THE SOCO GROUP, INC.

WHEREAS, the City of Escondido (the "City") desires to purchase automotive fuels for its vehicles; and

WHEREAS, sufficient funds for said purchase have been approved in the Fleet Services Fiscal Year 2017/2018 operating budget; and

WHEREAS, the City wishes to purchase automotive fuels from The SoCo Group, Inc. utilizing a cooperative purchase agreement with the City of San Diego; and

WHEREAS, in accordance with Escondido Municipal Code Chapter 10, Article 5, Section 10-90, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the state, county or any public or municipal agency; and

WHEREAS, the City of San Diego Purchasing Agreement with The SoCo Group, Inc. contains a Public Agency Clause with renewable extensions; and

WHEREAS, the Public Works Director recommends the approval of the purchase of fuels from The SoCo Group, in the amount of \$800,000 for Unleaded Gasoline, and \$300,000 for Diesel fuel; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the purchase of automotive fuels from The SoCo Group, Inc.

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 Public Works Director.
3. That the City Council is authorized to approve, on behalf of the City, the purchase of unleaded gasoline and diesel fuel from The SoCo Group, Inc., using the City of San Diego Purchasing Agreement.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Angela Morrow, Deputy Director of Utilities, Construction & Engineering

SUBJECT: Second Amendment to Consulting Agreement for Construction Management Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-96, authorizing a Second Amendment to the Consulting Agreement with Michael Baker International (MBI), in an amount not to exceed \$69,318.40, resulting in a new contract amount of \$1,016,410.40.

FISCAL ANALYSIS:

Funding for this amendment is available in the WTP Onsite Chlorine Generation CIP No. 701001. Vista Irrigation District (VID) will be responsible for 20 percent of the cost as a CIP Reimbursement.

PREVIOUS ACTION:

On August 6, 2014, the City Council adopted Resolution No. 2014-116, awarding a Public Improvement Agreement to Pacific Hydrotech Corporation in the amount of \$12,381,800; and adopted Resolution No. 2014-119, authorizing the Mayor and City Clerk to execute the Consulting Agreement with RBF Consulting, now Michael Baker International, in the amount of \$847,592 for Construction Management Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project.

On December 9, 2015, the City Council approved a budget adjustment, in the amount of \$1,144,000 to CIP No. 701001, to cover the costs of changes required to complete construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project. This budget adjustment transferred 9 percent of the permitted 10 percent contingency to the project budget.

On November 29, 2016, the City Manager approved a first amendment to the Consultant Agreement with Michael Baker International, which was part of the allowable contingency, in the amount of \$99,500 for Construction Management Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical Systems Upgrades Project.

BACKGROUND:

The Escondido-Vista Water Treatment Plant (EVWTP) operates 24 hours per day, 365 days per year. It is Escondido's only potable water treatment facility and is the primary source of potable water. There are no options to allow the facility to shut-down for long periods of time to perform upgrades or extensive repairs such as construction projects. Therefore, it is critical that the plant runs with little disruption to the treatment process.

Construction of the EVWTP Disinfection and Electrical System upgrades project has been underway since October 2014. The project is approximately 89 percent complete and the estimated completion date is September 2017.

This complex project will replace the existing chlorine gas and chlorine dioxide disinfection systems and the plant electrical power systems at the aging EVWTP. The main elements of this project include: 1) replacing the existing chlorine gas 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 chlorine dioxide system that is compatible with sodium hypochlorite and does not require chlorine gas to manufacture; 3) furnishing two new emergency power generators capable of delivering the peak power demand of the EVWTP and new disinfection equipment; 4) replacing aging and undersized 480 VAC electrical switchgear and conductors; and 5) integrating all new systems with the EVWTP's existing SCADA monitoring and control system. The combination 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.

In 2016 the project experienced delays surrounding the Chlorine Dioxide Generating system, which resulted in the extension of the construction completion date by approximately five months. This time extension resulted in the need for Amendment 1 to the Construction Management contract with MBI. The delay initially started during the contractor's submittal preparation for the Chlorine Dioxide Generating system when it was discovered that the manufacturer had changed standard equipment capacities in the period between design and construction. This resulted in additional time required to evaluate two alternatives: 1) retaining the original 100 percent redundant design; or 2) having the chlorine dioxide generators work in tandem during periods of high flows in conjunction with the use of local water. It was determined that in order to retain the 100 percent redundant option, there was a need to increase deionization equipment capacity and time in order to ensure that the feed and discharge piping was suitably sized for the new equipment. Resolution of these issues resulted in a delayed chlorine dioxide start-up. Additionally, during start-up, the new equipment experienced chemical feed issues which were traced to gassing in the Purate feed piping. Furthermore, consultation with the vendor revealed the need to incorporate chemical de-gassing valves which were not part of the original design. These factors delayed the time in which the EVWTP was transitioned to the new chlorine dioxide generating system.

Second Amendment to Consulting Agreement – Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project

June 28, 2017

Page 3

Subsequent to the initiation of Amendment 1, the project completion date was further extended resulting from the need to dispose of remaining chlorine gas and caustic soda present on the project site. Due to the dangers associated with chlorine gas, no work could commence on demolition of the chlorine gas scrubber system until both chlorine gas storage cylinders were empty, cleaned, and certified safe. Upon completion of that task, the project could then commence with disposal of 37,000 gallons of caustic soda. The City had two options to dispose of the chemicals: dispose of the chemicals to an offsite location, which would trigger significant hazardous waste accounting and tracking for the City as the generator of hazardous waste; or consume the chemicals as a part of the normal treatment process, as the caustic soda from the gas scrubber system could be used for PH adjustment. The Contractor agreed to a no-cost time extension, to allow the EVWTP to consume the chemicals as a part of the normal treatment process. Although the project completion date was extended, the City was able to realize the cost savings of not purchasing 37,000 gallons of caustic soda and 15 tons of chlorine gas that would be otherwise necessary for the normal treatment process.

When the construction management team first alerted the City that the project completion date would extend past the date anticipated in Amendment 1, MBI was asked to reduce staff and time on the project to best preserve their budget from Amendment 1, so that they could continue providing a level of service to ensure appropriate services throughout that extended period. Due to the wet winter, water demands were lower than average which resulted in the treatment process taking longer than anticipated to use the remaining chemicals. A second amendment to the contract with Michael Baker International is needed to provide the necessary funding, on a time and material basis, to extend construction management services through the end of the anticipated construction period of September 2017. VID will be responsible for 20 percent of the cost and supports this amendment.

Although the project has experienced time delays resulting in extensions to the completion date, the construction contract with Pacific Hydrotech has stayed within the original City Council approved budget. In addition, the EVWTP has maintained its normal operating capacity during construction. The successful construction to date can directly be attributed to the construction management team. The construction management team has provided a valuable service by effectively managing the construction contract, especially given the delicate balance between the complexities of this project and mitigating potential risks and impacts to the EVWTP.

Respectfully submitted,



Angela Morrow
Deputy Director of Utilities, Construction & Engineering

RESOLUTION NO. 2017-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO THE CONSULTING AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR CONSTRUCTION MANAGEMENT OF THE ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT

WHEREAS, on August 6, 2014, the City Council adopted Resolution No. 2014-116, awarding a Public Improvement Agreement to Pacific Hydrotech Corporation in the amount of \$12,381,800 and adopted Resolution No. 2014-119, authorizing the Mayor and City Clerk to execute the Consulting Agreement with RBF Consulting, now Michael Baker International, in the amount of \$847,592 for Construction Management Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and

WHEREAS, on December 9, 2015, the City Council approved a budget adjustment in the amount of \$1,144,000 to CIP No. 701001 to cover the costs of changes required to complete construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and

WHEREAS, on November 29, 2016, the City Manager approved a First Amendment to the Consulting Agreement with Michael Baker International, which was part of their allowable contingency, in the amount of \$99,500 for Construction

Management Services for the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and

WHEREAS, the Director of Utilities recommends authorization of a Second Amendment to the Consulting Agreement with Michael Baker International in the amount of \$69,318.40, bringing the total contract value to \$1,016,410.40 to complete the project; and

WHEREAS, deeming it to be in the best public interest, the Director of Utilities requests the City Council approve a Second Amendment to the Consulting Agreement to continue third-party construction management services.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Second Amendment to the Consulting Agreement with Michael Baker International for construction management services on the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project, in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a municipal corporation
201 N. Broadway
Escondido, California 92025
("CITY")

And: Michael Baker International (formerly RBF Consulting)
9755 Clairemont Mesa Blvd., Suite 100
San Diego, CA 92124
Attn: Doug Cook
858-614-5000
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on September 2, 2014 ("Agreement"), wherein CITY retained CONSULTANT to provide construction management for the construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades Project; and
- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.
- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$69,318.40, pursuant to the conditions contained in "Attachment A" to this Amendment.

3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

MICHAEL BAKER INTERNATIONAL

[Same Person from the Company Sign Here]

[Their Current Title]

(The above signature should be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

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



We Make a Difference

June 8, 2017

JN 143176

Mr. Randy Manns
Utilities Construction Project Manager
CITY OF ESCONDIDO
201 North Broadway
Escondido, CA 92025

**Subject: Amendment 2 – Extension of Michael Baker Services
EV WTP – On-Site Chlorine Generation System (OSG)**

Dear Mr. Manns:

As we previously discussed, Michael Baker International (MBI) is approaching exhaustion of funds resulting from a schedule difference between the MBI budgeted completion date and the current EV WTP OSG construction schedule. MBI commenced work on the OSG project in October 2014 per the original timeline. Currently start-up of the on-site chlorination generation equipment is anticipated for mid-August with completion in the early September 2017 timeframe.

MBI has worked to mitigate our costs by changing personnel roles from the originally proposed contract and involved sub-consultants only as required to extend our Amendment 1 budget until June 2017. Moving forward MBI proposes to continue our current staffing with one full-time project manager / construction manager at our existing contract billing rates.

This Amendment 2 will cover the delta between our current contract, ending June 2017, and Pacific Hydrotech's anticipated construction completion date, early September 2017. We therefore respectfully request a Contract Amendment to continue our services as we enter into the final phase of the project including installation of all mechanical equipment related to on-site generation of liquid chlorine, final start-up and project closeout. Since our last amendment the project encountered delays in consumption of existing chemicals required to avoid the City becoming a hazardous waste generator and incorporation of work associated with installation of new caustic soda tanks. Based upon the contractor's anticipated completion date we request an amendment of \$69,318.40 for continuation of our current scope of services to an anticipated construction project completion date of early September 2017. As this work is proposed as time and materials, should the work complete quicker than anticipated, remaining unused monies will be credited back to the City.

We appreciate this opportunity to provide additional services in pursuit of successful project delivery.

Respectfully,

A handwritten signature in black ink, appearing to read "Douglas Cook". The signature is stylized with a horizontal line and a vertical stroke.

Douglas Cook
Project Manager / Senior Construction Manager

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Julie Procopio, Director of Engineering Services/City Engineer
Vince McCaw, Real Property Manager

SUBJECT: Conduct a Public Hearing to Consider a Resolution of Necessity for 700 W. Grand Avenue (APN 232-100-16)

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-99, a Resolution of Necessity, authorizing acquisition of property by eminent domain proceeding for 700 W. Grand Avenue.

FISCAL ANALYSIS:

Cost of the eminent domain action and acquisition of the property interest will come from the general fund.


BACKGROUND:

The City is currently in escrow on the sale of the old Police Station located between W. Valley Pkwy. and Grand Ave. (APN 232-100-16). The developer provided plans for proposed improvements on the site and was asked to create a larger setback on W. Valley Pkwy. and a pedestrian connection along the west side. In order to accommodate the desired setback, the proposed project improvements shifted on the parcel, necessitating the vacation of 13.5 feet of excess right-of-way along Grand Ave.

It was discovered that the underlying fee interests within this portion of Grand Ave. proposed for street vacation were held by North County Transit District (NCTD) and Escondido Lumber Hay & Grain Company. The NCTD Board authorized the execution of a quitclaim deed, to release their interest in this portion of Grand Ave. Extensive efforts were made to locate the other owner, Escondido Lumber Hay & Grain Company, but it was ultimately determined that the business no longer existed.

Notice of a public hearing was posted by the City Clerks' office on June 9, 2017. It is recommended that the City Council adopt a Resolution of Necessity authorizing the City Attorney to initiate eminent domain actions in order to acquire this fee interest needed to maintain the project schedule and allow the project to move forward.

Respectfully submitted,


Julie Procopio, P.E.
Director of Engineering Services/City Engineer
Staff Report - Council


Vince McCaw
Real Property Manager

RESOLUTION NO. 2017-99

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE CITY ATTORNEY TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

- (a) The public interest and necessity require the proposed project, namely, the construction and improvement of pedestrian access between W. Valley Parkway and Grand Avenue as well as along W. Valley Parkway and Grand Avenue and property interests in a portion of property identified and described in Exhibit "A;"
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property sought to be acquired by this Resolution is necessary for the proposed project; and
- (d) The City of Escondido is authorized to acquire the property described in Exhibit "A" herein and exercise the power of eminent domain for the public use

set forth herein in accordance with the California Constitution and the California Eminent Domain Law.

SECTION 3. That the proposed uses of the property described in Exhibit "A" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "A" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 4. The property described in Exhibit "A" is being taken for the improvement of pedestrian access along and between W. Valley Parkway and Grand Avenue, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Sections 1240.010, 1240.120, 1240.510, and 1240.610;
- (c) Government Code Section 37350.5.

SECTION 5. That after reasonable search, the owner of the property could not be located and no offer of just compensation pursuant to Government Code Section 7267.2 could be made.

SECTION 6. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "A," attached and incorporated by this reference, for the purposes of acquiring easement interest in such property for public use. This eminent domain proceeding

shall be prosecuted in accordance with applicable provisions of law. The City Attorney is authorized to deposit the probable amount of compensation, based on an appraisal, and to apply for an order permitting the City of Escondido to take immediate possession and use of said property for said public uses and purposes.

SECTION 7. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 8. That the use for which any publicly owned parcels are to be taken, is a more necessary public use than that to which the property is currently appropriated, and the taking as to any publicly owned parcels, is for a more necessary public use consistent with and authorized by Code of Civil Procedure section 1240.610.

SECTION 9. That acquisitions are authorized to be paid out of the the general fund.

EXHIBIT 'A'
SHEET 1 OF 2

LEGAL DESCRIPTION

A STRIP OF LAND 13.50 FEET IN WIDTH LYING ADJACENT TO THE SOUTHEASTERLY LINE OF A PORTION OF LOT 5, IN BLOCK 145 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JULY 10, 1886, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, SAID LINE ALSO BEING THE NORTHERLY SIDELINE OF GRAND AVE, A 100.00 FOOT WIDE ROADWAY, SOUTH 59° 41'47" WEST, A DISTANCE OF 400.00 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL MAP NO. 11961, FILED IN THE OFFICE OF SAID COUNTY RECORDER ON FEBRUARY 19, 1982 AS FILE NO. 82-046019, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ON THE PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL MAP 11961, SOUTH 28° 47'59" EAST, A DISTANCE OF 13.50 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 59° 41'47" WEST, A DISTANCE OF 127.11 FEET TO THE FORMER EASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 50° 47'49" WEST, A DISTANCE OF 14.41 FEET TO THE SOUTHERLY LINE OF SAID LOT 5, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, NORTH 59° 41'47" EAST, A DISTANCE OF 132.51 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED STRIP OF LAND CONTAINS AN AREA OF 1752 SQUARE FEET, MORE OR LESS.



PETE FALCONIERI, LS 7943
EXPIRES 12/31/2017

4/26/17

DATE:

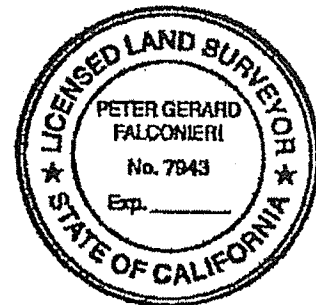
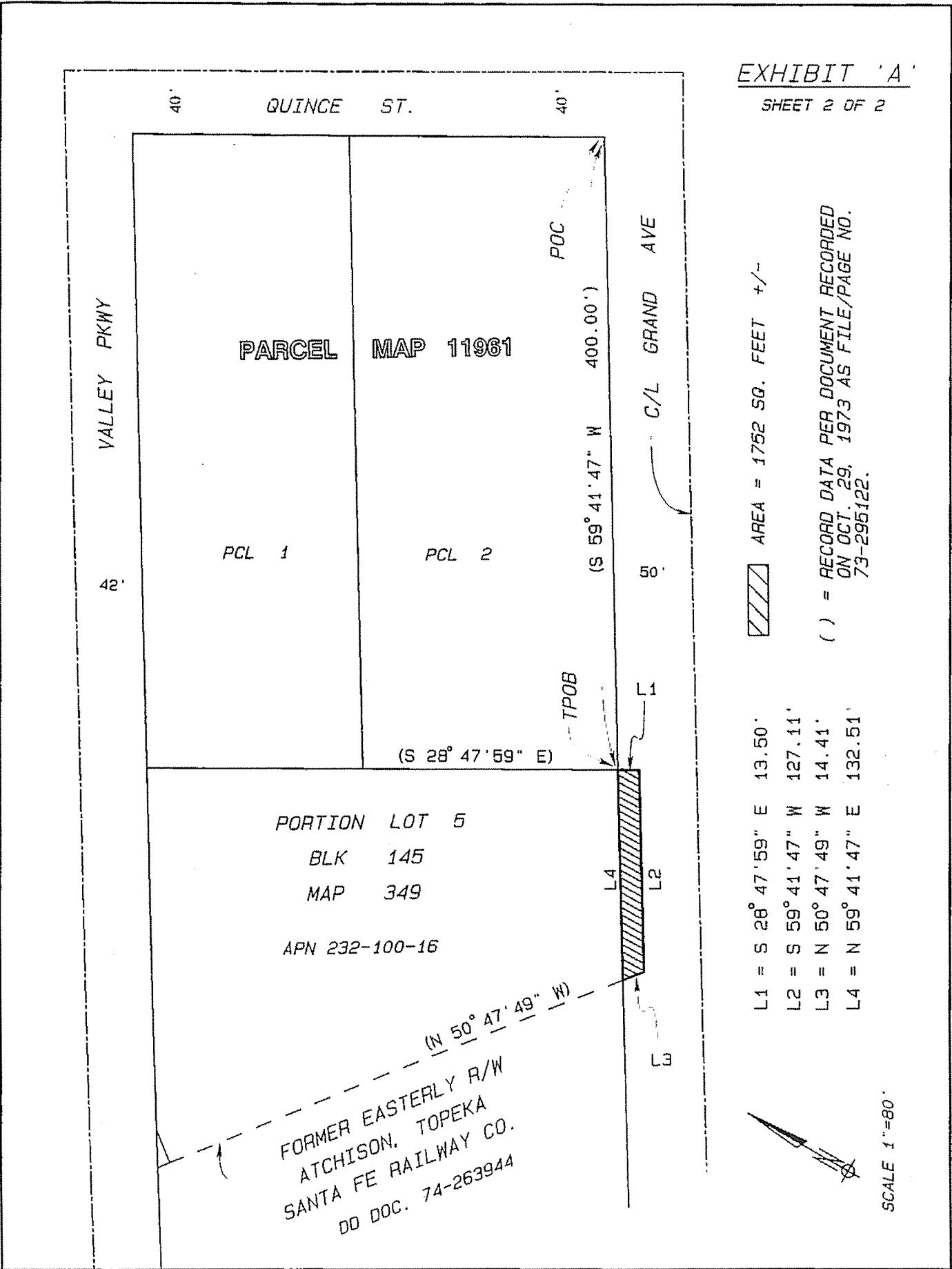


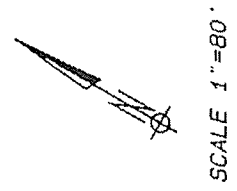
EXHIBIT 'A'
 SHEET 2 OF 2



AREA = 1752 SQ. FEET +/-

() = RECORD DATA PER DOCUMENT RECORDED ON OCT. 29, 1973 AS FILE/PAGE NO. 73-295122.

- L1 = S 28° 47' 59" E 13.50'
- L2 = S 59° 41' 47" W 127.11'
- L3 = N 50° 47' 49" W 14.41'
- L4 = N 59° 41' 47" E 132.51'



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: June 28, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Assistant City Manager
Michelle Geller, Economic Development Manager

SUBJECT: 2017-2018 City Council Action Plan

RECOMMENDATION:

It is requested that the City Council adopt the 2017-2018 City Council Action Plan.

FISCAL ANALYSIS:

None

PREVIOUS ACTION:

The City Council held a workshop for the development of the 2017-2018 City Council Action Plan on February 15, 2017. A draft Action Plan was reviewed by the City Council on April 5, 2017, and direction and comment was provided to staff.

The City Council adopted the FY 2017-2018 General Fund budget on June 14, 2017, and the FY 2017-2018 Capital Improvement Program budget on June 21, 2017; both of which included funding for Action Plan strategies.

The prior Action Plan was approved by the City Council in August 2015 that encompassed the 2015-2016 calendar years.

BACKGROUND:

The Action Plan represents the City Council's collective vision for Escondido's future. The Plan is developed biannually following a workshop where goals are identified and discussed. Four priority areas were identified for inclusion in the 2017-2018 Action Plan, consistent with the prior Action Plan, and focused on Escondido functioning in a safe, clean and efficient manner. Staff proposes a single overarching goal to accompany each Priority Area:

Priority Area: Economic Development

GOAL: Ensure the long term vitality of Escondido's local economy.

Priority Area: Fiscal Management

GOAL: Approve a balanced budget each year, as required by state law, that ensures the City's fiscal stability.

Priority Area: Community Improvement

GOAL: Improve aesthetics, design, land uses, services and accessibility to support community needs.

Priority Area: Public Safety

GOAL: Maintain a safe environment for Escondido with high quality emergency services.

When the City Council reviewed and commented on the draft Action Plan at its April 5 meeting, there was broad consensus regarding the Priority Areas and strategies. Since that time, staff has fine-tuned the strategies, determined funding opportunities for inclusion in the Capital Improvement Plan budget where feasible, assigned responsibilities, and established milestone dates for implementation.

RECOMMENDATION AND NEXT STEPS:

Staff recommends that the City Council approve the attached 2017-2018 Action Plan. Periodic updates on the Action Plan will be presented to the City Council over the next two years.

Respectfully submitted,



Jay Petrek
Assistant City Manager



Michelle Geller
Economic Development Manager

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: ECONOMIC DEVELOPMENT <i>GOAL: Ensure the long term vitality of Escondido's local economy</i>		
STRATEGY	STATUS	BACKGROUND
<p>1. Expand the Comprehensive Economic Development Strategy (CEDS) to target specific geographic areas based on current data and emerging economic trends.</p> <p>2. Utilize the <i>OppSites</i> online tool to promote target geographic development areas for economic investment.</p> <p>3. Leverage resources available through the Innovate 78 partnership to market target development areas.</p> <p>4. Identify business attraction and expansion opportunities for non-retail businesses that generate sales tax revenue.</p>	<p>Milestone date: December 2017</p> <p>Milestone date: December 2017</p> <p>Ongoing</p> <p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Economic Development Division</p>	<p>Escondido's first Comprehensive Economic Development Strategy (CEDS) was approved in 2013 and included target development areas identified in the 2012 General Plan. The CEDS will expire in February 2018, and staff are vetting consulting firms to develop the updated CEDS.</p> <p>The proposed federal budget includes elimination of the Economic Development Administration, which is the approving agency for the CEDS. Staff will continue to stay apprised of new developments on this topic.</p> <p>An Economic Development Manager position was created in the City Manager's Office in December 2016.</p>
<p>5. Establish the South Centre City Area Plan to improve residential and employment opportunities; update the existing land use matrix to attract new and expanded uses.</p>	<p>Milestone date: November 2018</p> <p><i>Responsibility:</i> Planning Division</p>	<p>Four interrelated General Plan Target Areas along Centre City Parkway south of Escondido's Downtown have been identified for consolidation in a single Area Plan to guide future development. This area is within the City's urban core, in close proximity to infrastructure and transit, but contains underperforming land uses that would support an increase of densities and intensities.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: ECONOMIC DEVELOPMENT GOAL: Ensure the long term vitality of Escondido's local economy		
STRATEGY	STATUS	BACKGROUND
<p>6. Evaluate and, if appropriate, develop funding mechanism(s) to improve inadequate infrastructure hindering development in the urban core.</p>	<p>Milestone date: December 2018</p> <p><i>Responsibility:</i> City Manager's Office</p>	<p>Aging utilities combined with increased fire flow requirements hinder downtown redevelopment by requiring extensive off-site improvements. The City has contracted with a consultant to explore the feasibility of establishing an EIFD in the urban core which could provide a funding source for infrastructure improvements.</p>
<p>7. Continue to prioritize and focus on the high profile projects currently in the entitlement process, evaluate opportunities for streamlining their processing, and work to attract additional development.</p>	<p>Ongoing</p> <p><i>Responsibility:</i> Planning Division</p>	<p>Thirty-five significant projects are currently in the entitlement process representing significant private investment for the community.</p>
<p>8. Involve the Escondido Chamber of Commerce in establishing business areas or groups to address the unique needs of business clusters.</p> <p>9. Assess whether business areas/groups would support a formalized structure to fund enhancements such as holiday decorations, lighting, landscaping, and security.</p>	<p>Milestone date: June 2019</p> <p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Economic Development Division</p>	<p>Business areas and clusters in Escondido (Downtown, South Escondido Boulevard, East Valley Parkway, Craft Breweries, Auto Dealerships, etc.) have unique needs that may be better served by more a formal structure to address issues.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: ECONOMIC DEVELOPMENT GOAL: Ensure the long term vitality of Escondido's local economy		
STRATEGY	STATUS	BACKGROUND
<p>10. Improve the competitiveness of our grant applications for funding the Citracado Parkway extension, including incorporating transit and affordable housing to the project.</p> <p>11. Continue working closely with resource agencies to obtain permits for completing the project.</p>	<p>Milestone date: June 2019</p> <p>Ongoing</p> <p><i>Responsibility:</i> Engineering Department</p>	<p>There is a \$12.5M shortfall for funding the Citracado Parkway extension, a crucial infrastructure project that will fill a critical gap in Escondido's transportation network and stimulate private investment in undeveloped industrial land. Cultural artifacts at the project site have complicated the permitting process with the resource agencies.</p> <p>The Federal Economic Development Administration (EDA) has provided positive feedback on a \$3M grant once permits are obtained; however, the current proposed federal budget proposes elimination of the EDA.</p>
<p>12. Amend Escondido's Climate Action Plan (E-CAP) to be consistent with updated methodologies and standards to reduce potential litigation threats.</p>	<p>Milestone date: December 2018</p> <p><i>Responsibility:</i> Planning Division</p>	<p>Escondido's Climate Action Plan (E-CAP) is outdated and legal challenges to its methodologies could hinder opportunities for future development. The E-CAP anticipated a 2017 update to address post-2020 targets.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: ECONOMIC DEVELOPMENT <i>GOAL: Ensure the long term vitality of Escondido's local economy</i>		
STRATEGY	STATUS	BACKGROUND
<p>13. Work with the Escondido Chamber of Commerce to gather feedback from the business community on temporary sign regulations.</p> <p>14. Conduct a Council workshop to present business feedback regarding temporary sign regulations for commercial areas. Consider modifying the sign ordinance to better reflect current business needs while preserving aesthetics.</p>	<p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Planning Division; Economic Development Division</p>	<p>Temporary sign standards conflict with the needs of the business community. Enforcement of temporary sign standards for banners and flags leads to complaints from businesses.</p>
<p>15. Evaluate whether self-storage facilities should be a permitted land use. Consider amending the zoning code and industrial specific plans as needed.</p> <p>16. Consider requiring self-storage applications to include an economic analysis substantiating community need and benefits.</p>	<p>Milestone date: December 2017</p> <p>Milestone date: December 2017</p> <p><i>Responsibility:</i> Planning Division</p>	<p>Escondido has a limited inventory of land that can accommodate job-intensive uses. Self-storage facilities are permitted in certain zones, occupy large parcels, and create few employment opportunities. Approximately 300,000 SF of self-storage facilities have recently been approved; there are 17+ other facilities already in the City, which is the highest among all cities in North County.</p>
<p>17. Evaluate transferring responsibility for ensuring adequate parking in existing multi-tenant commercial and industrial properties to property owners and leasing agents.</p>	<p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Planning Division</p>	<p>The process for obtaining a business license in multi-tenant establishments is lengthened due to extensive review by the Planning Division to ensure adequate parking.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: ECONOMIC DEVELOPMENT GOAL: Ensure the long term vitality of Escondido's local economy		
STRATEGY	STATUS	BACKGROUND
<p>19. Establish an alternative compliance program as an opportunity for enhancing the development potential of projects seeking off-site storm water treatment compliance. Actions include:</p> <ul style="list-style-type: none"> a. Participating in the development of a regional program. b. Providing project areas for alternative compliance in Escondido: <ul style="list-style-type: none"> i. Seek Proposition 1 funding for projects included in the Storm Water Resource Plan for the San Diego Region. ii. Implement other projects that will support alternative compliance implementation, for example, hydrology/hydraulic studies of stream segments where restoration would be beneficial (e.g. KCP creek drainage) c. If appropriate, seek hydro-modification exemption for Escondido Creek to facilitate program implementation by introducing more flexibility for projects. d. Complete the alternative compliance conceptual site design at El Norte/Rincon Villa Dr. 	<p>Ongoing</p> <p>Ongoing Status: City is in line for funding</p> <p>Milestone Date: June 2018 Status: Draft KCP Creek drainage RFP is under review.</p> <p>Milestone date: January 2018 Status: Annual Report completed, effective June 2018</p> <p>Milestone date: December 2017</p> <p><i>Responsibility:</i> Environmental Programs Division</p>	<p>Storm water treatment facilities must be provided for all significant development, which can adversely affect the build-out potential if provided on-site.</p> <p>Regional efforts have resulted in the development of water quality equivalency guidelines for projects within the storm drain system and preliminary framework for an alternative compliance program.</p> <p>A Hydraulic Study was completed and presented to the Technical Advisory Committee in Fall 2016. The three highest prioritized projects from the study have been included in the Regional Storm Water Resource Plan, a prerequisite for Proposition 1 funding.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: FISCAL MANAGEMENT

GOAL: Approve a balanced budget each year, as required by state law, that ensures the City's fiscal stability

STRATEGY	STATUS	BACKGROUND
1. Establish regulations that limit the proliferation of targeted non-residential land uses that do not serve the broader interest of enhancing city revenues.	Milestone date: June 2019	<p>Opportunities to optimize revenues require additional focus to ensure Escondido generates adequate funding for its operational and capital improvement needs.</p> <p>President Trump's proposed budget may affect grant applications in future funding cycles (Community Development Block Grant, HOME funds, TIGER grants, etc.).</p>
2. Focus staff efforts and encourage applicants and owners towards employment-intensive and revenue generating land uses.	Ongoing	
3. Increase Transient Occupancy Tax revenues by assisting in the completion of Marriott Springhill Suites, and seek additional high-quality lodging opportunities.	<p>Milestone date: June 2018.</p> <p>Status: Developers are consulting with staff regarding other hotel opportunities.</p>	
4. Conduct more periodic audits of Transient Occupancy Tax (TOT), franchise fees, and other revenues and agreements. Explore updated TOT collection regulations.	Ongoing	
5. Pursue negotiations with the County to increase the City's apportionment of property taxes for future annexations.	<p>Milestone date: June 2019</p> <p><i>Responsibility:</i> Finance Department</p>	
6. Actively seek and apply for grants and other third source funding whenever possible.	<p>Ongoing</p> <p><i>Responsibility:</i> All departments</p>	

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: FISCAL MANAGEMENT

GOAL: Approve a balanced budget each year, as required by state law, that ensures the City's fiscal stability

STRATEGY	STATUS	BACKGROUND
<p>7. Evaluate opportunities for outsourcing city operations.</p>	<p>Ongoing</p> <p><i>Opportunity #1</i> Status: Staff is evaluating contracting for Library services to determine whether it would result in cost savings and improved service.</p> <p>Milestone date: January 2018</p> <p><i>Responsibility:</i> City Manager's Office; Library Services Division</p> <p><i>Opportunity #2</i> Status: Staff is evaluating certain Public Works functions for outsourcing to be discussed at a future City Council workshop.</p> <p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Public Works Department</p>	<p>Escondido faces a number of significant financial challenges warranting the exploration of outsourcing certain functions to improve cost savings while maintaining and/or improving public service.</p>
<p>8. Address the PERS unfunded liability through all appropriate measures including separate funding, budgeting, and reducing exposure.</p> <p>9. Schedule actuary John Bartel to present options to Council for addressing pension obligations and reduce the City's unfunded liabilities in a fixed timeframe.</p>	<p>Completed: Included as a separate line item in the FY 2017-2018 Operating Budget adopted on June 14, 2017.</p> <p>Milestone date: September 27, 2017; City Council workshop scheduled.</p> <p><i>Responsibility:</i> Finance Department</p>	<p>As of June 30, 2015, the Miscellaneous Employee Plan's funded ratio is 70.3% and the Safety Employee Plan's ratio is 73.7%. These ratios determine how well-funded a plan is with respect to assets vs. accrued liabilities. The City will receive its annual CalPERS valuation reports in Summer 2017.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: FISCAL MANAGEMENT

GOAL: Approve a balanced budget each year, as required by state law, that ensures the City's fiscal stability

STRATEGY	STATUS	BACKGROUND
10. Evaluate Development Impact and Processing fees and consider adjustments to more closely align with regional averages, cost recovery, and build-out needs.	Milestone date: June 2019 <i>Responsibility:</i> City Manager's Office; Planning Division	The General Fund target reserve balance is 25% of the General Fund operating revenue. This balance provides the City with the ability to manage risk when faced with external and internal financial pressures. The City has established a long-term financial plan that enables proactive management of its financial resources in the future.
11. Continue to annually evaluate fees for services for full cost recovery.	Ongoing	
12. Identify cost-reducing and revenue-generating opportunities.	Ongoing	
13. Continue to update the City's long-term financial plan utilizing the most recent financial information.	Ongoing	
14. Adopt financial policies to safeguard resources and strive to achieve target reserve balance.	Ongoing <i>Responsibility:</i> Finance Department	

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT

GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs

STRATEGY	STATUS	BACKGROUND
<p>1. Continue the Neighborhood Transformation Project (NTP) through a variety of efforts:</p> <ul style="list-style-type: none"> a. Conduct a City Manager’s meeting with department heads affirming the NTP as a citywide priority to ensure its overall effectiveness and to incorporate any updated Council direction; b. Hold quarterly meetings and document measurable NTP goals in an Executive Summary Progress Report; c. Continue to explore funding sources/grants; provide advance notice to grant writer on upcoming NTP areas d. Expand outreach with other city departments to explore opportunities for furthering the identified goals and objectives of the NTP. e. Conduct an analysis of NTP-related expenditures in each department and use it to establish an independent budget for NTP in the CIP 	<p>Milestone date: January 2018</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Police Department</p>	<p>The Neighborhood Transformation Program has successfully involved multiple departments collaborating with residents in targeted areas to improve neighborhood aesthetics, security, communication, and cooperation.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT

GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs

STRATEGY	STATUS	BACKGROUND
<p>2. Continue to reorganize Code Enforcement staff to full time staffing and secure additional funding to facilitate the hiring of two new Code Enforcement Officers (CEO).</p> <p>3. Explore opportunities for implementing a code enforcement model where full time CEO are assigned to districts that correspond to the Police Officer districts, allowing greater coordination with PD and a more COPS-oriented approach for Code Enforcement.</p>	<p>Milestone date: December 2018</p> <p><i>Responsibility:</i> Police Department</p> <p>Completed: An evaluation was conducted by the Code Enforcement Division and Police Department that determined that no efficiencies or improvements to services would be achieved.</p> <p><i>Responsibility:</i> Police Department</p>	<p>Code Enforcement has approximately 500 active cases assigned to staff. Current staffing levels have limited enforcement capability focused primarily on servicing incoming complaints and requests.</p> <p>Reliance on part-time code enforcement staff has resulted in retention challenges.</p>
<p>4. Establish a proactive commercial district street light conversion and replacement program with a goal of five conversions per week in targeted commercial districts.</p>	<p>Ongoing</p> <p><i>Responsibility:</i> Public Works Department</p>	<p>Public Works' street light maintenance and repair plan is reactive rather than proactive. Street light outages in commercial districts are less likely to be reported to Public Works than outages in residential districts.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT <i>GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs</i>		
STRATEGY	STATUS	BACKGROUND
<p>5. Continue aggressive graffiti removal and consider eradication through a variety of efforts:</p> <ul style="list-style-type: none"> a. Re-institute reward program for arrest and convictions of violators; b. Partner with middle and high schools to assist with gathering data on tagger monikers and identification; c. Partner with neighborhood groups and property owners to address graffiti in their neighborhoods; d. Transfer obligation to remove graffiti to property owners in circumstances where repeat offenses occur; e. Utilize community volunteers for removal; f. Establish performance standards for removing graffiti within a certain time period; g. Establish a program that allows community volunteers to conduct removal in public areas; h. Consider contracting for graffiti removal; i. Reinitiate proactive distribution of graffiti removal kits at meetings and forums; j. Promote graffiti removal kits in newsletter and at neighborhood meetings. 	<p>Milestone date: June 2018</p> <p>Ongoing</p> <p>Ongoing</p> <p>Milestone date: June 2018</p> <p>Ongoing</p> <p>Milestone date: June 2018</p> <p>Milestone date: June 2018</p> <p>Milestone date: June 2018</p> <p>Status: Completed</p> <p>Ongoing</p> <p><i>Responsibility:</i> Police Department; Code Enforcement Division; Public Works Department; Housing & Neighborhood Services Division</p>	<p>Graffiti is escalating and eradication is costly in materials and labor hours.</p> <p>In 2013, staff began promoting City graffiti removal kits to neighborhood group meetings to increase accessibility to the kits and promote proactive approaches to graffiti removal by residents. Over time, fewer kits were distributed in this manner.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT <i>GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs</i>		
STRATEGY	STATUS	BACKGROUND
<p>6. Conduct targeted mini-sweeps in specific neighborhoods with higher numbers of appearance issues.</p> <p>7. Focus code enforcement resources on the most egregious violations that impact safety and aesthetics.</p> <p>8. Involve a variety of outreach opportunities, including utility bill inserts, Chamber of Commerce publications, neighborhood newsletters, etc., to convey the importance of appropriate property maintenance.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p><i>Responsibility:</i> Code Enforcement Division</p>	<p>Several residential neighborhoods in the city core have a proliferation of graffiti, trash, debris, illegal parking and inoperable vehicles. This is partly addressed through the Storm Water Residential Inspection program that requires inspections to address potential water quality issues, which also overlap with other concerns (trash, debris, poor maintenance).</p>
<p>9. Subject to available funding, establish a goal of completing signal synchronization of one corridor per year.</p> <p>10. Investigate the application of adaptive signal timing and potential grant funding for its implementation.</p> <p>11. Continue including the County and Caltrans with the City's traffic synchronization efforts in areas where the coordinated timing would provide the most benefit.</p>	<p>Milestone date: June 2018</p> <p>Milestone date: June 2019</p> <p>Ongoing</p> <p><i>Responsibility:</i> Engineering Department</p>	<p>Traffic signal synchronization has been completed on four major corridors. The cost to coordinate each corridor is \$30,000 and there is no designated funding source. Signal synchronization is calibrated to address peak hour conditions, but disruption occurs during/after pedestrian and emergency calls.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT		
<i>GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs</i>		
STRATEGY	STATUS	BACKGROUND
12. Conduct a City Council workshop to review the City's utility undergrounding policy to determine its appropriateness.	<p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Engineering Department</p>	City policy allows developments to pay a fee in lieu of undergrounding overhead utilities when the cost is excessive or unfeasible. These fees are accumulated to fund the undergrounding of overhead utilities in priority areas that provide the most aesthetic value.
13. Create a fact sheet for residents explaining options for the completion of sidewalk improvements in their area through assessment districts.	<p>Milestone date: December 2017</p> <p><i>Responsibility:</i> Engineering Department</p>	Many older neighborhoods lack sidewalk improvements.
14. Implement the Spruce Street Channel Improvement Project.	<p>Milestone date: December 2018 for Engineering design</p> <p><i>Responsibility:</i> Engineering Department</p>	The Spruce Street Channel Improvement Project Engineering design is underway to remedy an Escondido Creek tributary that experiences flooding of adjacent properties. The City has successfully applied for grants to assist in project implementation.
15. Implement approved Watershed Quality Improvement Plans that identify strategies for improving water quality.	<p>Milestone date: July 2018 for Permit update</p> <p><i>Responsibility:</i> Environmental Programs Division</p>	Escondido has Watershed Quality Improvement Plans accepted by the Regional Water Quality Control Board that focus on minimizing trash, debris, and pathogens from entering creeks and storm drains.

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT <i>GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs</i>		
STRATEGY	STATUS	BACKGROUND
16. Prioritize and implement additional improvements along Escondido Creek following City Council direction.	Ongoing <i>Responsibility:</i> Engineering Department	A hydraulic study completed in 2016 included preliminary calculations for Escondido Creek within El Caballo Park and Grape Day Park to potentially incorporate naturalized features
17. Improve the appearance and functionality of City parks and older neighborhoods through implementation of the CIP program to enhance or convert existing park features and to add sidewalks and improve lighting in CDBG eligible areas. 18. CDBG to establish a priority list of improvement projects.	Ongoing <i>Responsibility:</i> Engineering Department Milestone date: January 2018 <i>Responsibility:</i> Housing & Neighborhood Services Division	Older neighborhoods have infrastructure deficiencies, including gaps in sidewalks and poor street lighting. Older parks also have some underutilized facilities that can be repurposed or enhanced to maximize use and improve users' experiences.
19. Improve and maintain current parks through a variety of efforts: a. Consider conditioning development projects to provide privately maintained outdoor meeting and recreational spaces for public use; b. Evaluate "Adopt-a-Park" and other volunteer programs for maintenance at existing parks; c. Continue to improve existing park facilities through Housing Related Parks grant program; d. Complete new features and facilities in parks focused on requiring minimal maintenance.	Milestone date: June 2019 <i>Responsibility:</i> Planning Division Milestone date: June 2018 Ongoing Ongoing <i>Responsibility:</i> Engineering Department; Housing & Neighborhood Services Division	Current budget constraints create challenges for maintaining park facilities.

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT <i>GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs</i>		
STRATEGY	STATUS	BACKGROUND
20. Present Council with a fundraising plan for a new skate park at Washington Park.	Milestone date: December 2017 <i>Responsibility:</i> Community Services Division	The City Council directed staff in January 2017, to develop a funding strategy for the potential development of a skate park in Washington Park, with future development plans for skate spots in various city parks.
21. Continue development of vision for Library/Grape Day Park. Identify next concerted steps to take to move vision to reality.	Ongoing <i>Responsibility:</i> City Manager’s Office; Library Services Division	Council has requested community input on the proposed new Library site prior to issuing a Request for Qualifications.
22. Consider community surveys to assess community satisfaction. If directed by the City Council, release a Request for Proposals (RFP) to solicit consultant bids for conducting a resident satisfaction survey.	Milestone date: June 2019 <i>Responsibility:</i> City Manager’s Office	The City has never formally conducted a resident satisfaction survey. Other cities conduct professionally developed resident satisfaction surveys on a regular basis. Escondido reviewed proposals from firms to conduct a resident satisfaction survey in 2011, but did not move forward with the project due to cost concerns.
23. Develop a comprehensive Communications Plan for the City, including strategies for social media and other engagement tools. 24. Develop and launch a new City of Escondido website.	Milestone date: June 2018 Milestone date: June 2019 <i>Responsibility:</i> City Manager’s Office	The City created a Communications Officer position in December 2016, to enhance external City communications channels including website and social media.

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT <i>GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs</i>		
STRATEGY	STATUS	BACKGROUND
25. Continue partnering Project NEAT with NTP efforts in targeted areas of the community.	Ongoing	<p>Since 2012, Project NEAT (Neighborhood Enhancement, Awareness and Training) has implemented “NEAT Sweeps,” a proactive approach to identify and resolve code violations in Escondido’s 18 organized neighborhood groups in anticipation of neighborhood group cleanups, thus maximizing the opportunities to correct violations, especially those related to blight. Project NEAT staff attends meetings to educate residents on common code violations and to distribute educational material aimed at preventing additional code violations. Staff has seen a significant decrease in the number of code violations in neighborhood groups year after year.</p> <p>In April 2014, Project NEAT began collaborating with the Escondido Police Department’s NTP project to identify, resolve and educate the residents within about code violations.</p>
26. Continue to distribute educational material and attend meetings to educate residents about code violations.	Ongoing	
27. Include code violation information in the monthly neighborhood newsletter and in neighborhood group agendas.	Ongoing	
28. Continue to prepare a NEAT Sweep schedule to ensure all groups are proactively inspected prior to their cleanup date.	Ongoing	
29. Continue to work towards decreasing the number of violations in neighborhood groups through Project NEAT.	Ongoing	
<i>Responsibility:</i> Housing & Neighborhood Services Division		

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: COMMUNITY IMPROVEMENT

GOAL: Improve aesthetics, design, land uses, services, and accessibility to support community needs

STRATEGY	STATUS	BACKGROUND
<p>30. Monitor the Rose to Foxdale parking district for parking and neighborhood appearance issues during the pilot program period and report findings to the City Council.</p> <p>31. Consider efficacy and success of the RTF parking district and determine if requests from other neighborhood groups warrant additional parking districts.</p>	<p>Milestone date: June 2018 Report to City Council</p> <p>Target completion date: June 2018</p> <p><i>Responsibility:</i> Police Department; Housing & Neighborhood Services Division</p>	<p>Neighborhood Transformation Program 2 identified a neighborhood with extreme parking issues. Neighbors daily placed trash cans and other items along the street to reserve parking, degrading neighborhood appearance. Staff worked with the residents to form the “Rose to Foxdale (RTF) Neighborhood Group” in 2015 and a parking district in 2016/2017.</p>
<p>32. Consider expanding the Façade & Property Improvement Grant Program to include murals and CPTED (Crime Prevention Through Environmental Design) elements as stand-alone, eligible improvements.</p>	<p>Target completion date: December 2017</p> <p><i>Responsibility:</i> Economic Development Division</p>	<p>The Façade & Property Improvement program has successfully assisted businesses since 1989 to improve non-residential properties resulting in increased customer activity. Only comprehensive exterior improvement projects are eligible for grant funds. Business owners have recommended expanding the program’s eligible improvements to better meet their needs. Currently, there are no unencumbered funds remaining in the budget.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: PUBLIC SAFETY GOAL: Maintain a safe environment for Escondido with high quality emergency services		
STRATEGY	STATUS	BACKGROUND
<p>1. Develop a Strategic Plan for Homelessness through a variety of efforts:</p> <ul style="list-style-type: none"> a. Collaborate with agencies and program providers to discover best practices; b. Coordinate with PERT (Psychiatric Emergency Response Team) regarding homeless issues; c. Liaison with business groups; d. Participate in regional efforts (Alliance for Regional Solutions, Continuum of Care, Project One for All); e. Fund a range of homeless services - from homelessness prevention, to shelter care, to rapid rehousing (with case management) using CDBG and ESG funds, and permanent housing with HOME funds; f. Continue to consider applications for site improvements from non-profit organizations working with homeless/at-risk (including domestic violence shelters) populations; g. Consider an increase in funding to the Alliance for Regional Solutions to address regional homelessness. 	<p>Milestone date: June 2018</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Milestone date: June 2018</p> <p>Ongoing</p> <p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Police Department; Planning Division; Housing & Neighborhood Services Division</p>	<p>Homelessness requires a large commitment of resources and constitutes a significant portion of overall calls for service.</p> <p>A Community Oriented Policing (COPS) Unit, consisting of four officers and one sergeant, was formed in January 2017 dedicated to addressing homelessness issues.</p> <p>Non-profit organizations working with homeless populations, and those at risk of homelessness, cannot meet the needs of people requiring assistance.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: PUBLIC SAFETY

GOAL: Maintain a safe environment for Escondido with high quality emergency services

STRATEGY	STATUS	BACKGROUND
<p>2. Leverage our current police officers to have more presence through a variety of efforts:</p> <ul style="list-style-type: none"> a. Schedule briefings with Police Chief and the City Council regarding staffing deployment; b. Increase proactive patrol time; <ul style="list-style-type: none"> i. Continue to explore calls for service and increased efficiency; ii. Continue to explore new technologies to improve effectiveness; c. Continue pursuing grants to increase police staffing. 	<p>Milestone date: December 2017</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p><i>Responsibility:</i> Police Department</p>	<p>High call volumes prohibit police officers' ability to conduct proactive enforcement.</p> <p>Two additional part-time custody transport officers were hired in February 2017 for a total of five.</p>
<p>3. Address the current gang issues through a variety of efforts:</p> <ul style="list-style-type: none"> a. Increase proactive patrol time; b. Continue the NTP in high crime areas; c. Enhance PAL (Police Athletic League), FIT (Family Intervention Team), EGRIP (Escondido Gang Reduction and Intervention Program), Girls Rock, etc.; d. Maintain excellent partnerships with outside law enforcement agencies; e. Include all community partners in solving gang problems. 	<p>Milestone date: December 2017</p> <p>Milestone date: June 2018</p> <p>Ongoing</p> <p>Ongoing</p> <p><i>Responsibility:</i> Police Department</p>	<p>The police department continues to conduct proactive gang enforcement and investigations.</p>

2017-2018 CITY COUNCIL ACTION PLAN

PRIORITY AREA: PUBLIC SAFETY GOAL: Maintain a safe environment for Escondido with high quality emergency services		
STRATEGY	STATUS	BACKGROUND
<p>4. Evaluate opportunities of establishing a long-term contract with another law enforcement agency that provides funding for expanding the Range including:</p> <ul style="list-style-type: none"> a. Determining whether the Range expansion is sustainable, and identifying what would be needed to meet the anticipated return on investment; b. Identifying opportunities and challenges with City of Escondido stakeholders to accommodate the expansion; c. Approaching community stakeholders to discuss needs, expectations, and commitments for additional capital so further improvements can be made. 	<p>Milestone date: June 2019</p> <p>Milestone date: June 2018</p> <p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Police Department</p>	<p>The Police Firing Range Training Facility (Range) has a previously adopted Master Plan that describes its future build-out. The City contracts with multiple law enforcement agencies who use the Range for training purposes. The Range is annually generating approximately \$50,000 from contracts with these outside agencies.</p> <p>The Range’s current capacity, and inadequate funding, constrains opportunities for building out the facility and maximizing its potential as a regional training facility and revenue generator.</p> <p>The Escondido Police Department has been approached by a law enforcement agency who currently trains at the Range with an opportunity for a substantial long-term contract that could provide funding to expand the facility.</p>
<p>5. Explore regional partnerships to increase efficiencies and enhance services.</p>	<p>Milestone date: June 2018</p> <p><i>Responsibility:</i> Police Department</p>	<p>Escondido Police and Fire Departments’ call volumes are outpacing available resources resulting in ever increasing staffing needs for responding to emergency demands.</p>



FUTURE CITY COUNCIL AGENDA ITEMS
Updated June 22, 2017

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

July 5, 2017
NO MEETING (Independence Day)

July 12, 2017
4:30 p.m.

CONSENT CALENDAR	
	<p>Bid Award for the East Valley Parkway/Valley Center Road Improvement Project (J. Procopio)</p> <p><i>This project will widen East Valley Parkway/Valley Center Road from Beven Drive to the northern City limits. The budget adjustment is to accept \$800,000 Rincon Tribe contributed to the project. The NV5 amendment is for construction support and testing services.</i></p>
	<p>Notice of Completion for the Jim Stone Pool Renovation Project (J. Procopio)</p> <p><i>This project included removal and replacement of plaster, tile rails, and fittings. The scope of the project also included the repair of rust areas, identification and repair of leaks, replacement of the fence screen and canopy cover and replacement of failing pool mechanical equipment. The project was funded through a Housing Related Parks grant and the final cost of the project was \$427,510.</i></p>
	<p>Community Facilities District 2000-01 (Hidden Trails) Annual Special Tax Levy (S. Bennett)</p> <p><i>A special tax is levied annually on real property within the Community Facilities District No. 2000-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.</i></p>
	<p>Community Facilities District 2006-01 (Eureka Ranch) Annual Special Tax Levy (S. Bennett)</p> <p><i>A special tax is levied annually on real property within the Community Facilities District No. 2006-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.</i></p>

June 28, 2017
Continued

PUBLIC HEARINGS

Short-Form Rent Review Board Hearing for Carefree Ranch

(B. Martin)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12-month period of consideration from December 31, 2015 through December 31, 2016. Seventy-five percent of the change in the Consumer Price Index for the 12-month period is 1.467 percent. The average space rent for the 77 spaces subject to the rent increase is \$505.37. The average requested increase per space is approximately \$7.41.

CURRENT BUSINESS

Designation of Voting Delegates and Alternates – League of California Cities

(D. Halverson)

The League's 2017 Annual Conference is scheduled for September 13-15, 2017 in Sacramento. At the Annual Business Meeting the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve.

FUTURE AGENDA ITEMS (D. Halverson)

Weekly Activity Report



June 22, 2017

FEATURED THIS WEEK

- Thank you to our Police Department for being tough on crime! Last Friday, officers responded to 100 North Broadway after a report of vandalism. When they arrived, they located a gang member with more than a dozen spray paint cans in his backpack and fresh paint on his hands. Officers later determined the suspect also tagged the Bank of America on 2nd Ave. The suspect was booked on three counts of felony vandalism due to the gang enhancement. Great job Escondido PD!
- The Escondido Girls Softball Canopy has been completed. This project highlights great teamwork within our Escondido community to provide a needed addition to the girls' softball fields. A huge thank you to everyone who helped with this project.



SPECIAL EVENTS

Movies in the Park – Grape Day Park – 7 p.m. to 11 p.m., Saturday June 24

Bring your family to the 10th season of Movies in the Park and watch a great movie on an inflatable 40' screen. Activities start at 7:00 p.m., movie airs at dusk. Bring low backed chairs or blanket, sweater and cash for the snack bar. Free entrance. For more information call 760-743-8207 or visit escondidohistory.com.

San Diego Prowlers Picnic and 'ol Timers Reunion – Grape Day Park – 9 a.m. to 3 p.m., Sunday, June 25

The Prowlers Hot Rod Club will be hosting this car show and celebrating their 70th anniversary at this event. Come out and check out some classic cars in Grape Day Park.

COMMUNITY SERVICES DEPARTMENT

The community is invited to participate in the 2nd annual Summer Kick-Off Party sponsored by the City of Escondido Recreation department on Saturday, June 24, 2017, from 12:00 p.m. to 3:00 p.m. at Washington Park. Escondido residents of all ages will learn about all the exciting programs being offered through the City's Community Services departments as well as enjoy their first summer swim at the Washington Park swimming pool.

COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are currently being reviewed and coordinated with Planning, Engineering, Fire, Building and Utilities staff. A complete description of each project can be viewed [here](#). Updates provided below cover project milestones that occurred last week.

Commercial / Office:

1. Escondido Research and Technology Center – East (ERTC) (Developer: James McCann) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* A grading plan for a temporary parking lot to serve the hospital was approved June 13, 2016, and the parking lot is now under construction.
2. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* Construction is underway on the approximately 76,000 square foot medical office building with a linear accelerator. Palomar Health also will be constructing their new outpatient center adjacent to the site at 2185 Citracado Parkway.
3. Centerpointe 78 Commercial (Developer: Lars Andersen, Pacific Development) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* The grading plan was approved on May 10, 2017. Planning has approved a modified front elevation that would eliminate the second set of entry/exit doors. A building permit for the supermarket shell building was issued last week. Building plans for the tenant improvement of the market were submitted into plan check on May 9, 2017. The architectural details for the stand-alone pad building on the east side of the property (i.e. Starbucks) filed for design review on June 6, 2017 and is currently being reviewed by staff.
4. Westfield Theater (Developer: Kim Brewer, Westfield) – *This project has been placed on hold by Westfield while they finalize lease negotiations so there is no change from the following update reported last week:* No grading, building or improvement plans have been submitted by the developer at this time.
5. Felicita Development, LLC (Developer: Katherine Park, Creative Design Associates) – *This project is on hold pending further direction and submittal of information from the applicant.* Follow-up meetings conducted by the applicant with staff and the wildlife agencies lead staff to believe a revised project is forthcoming.
6. Springhill Suites (Developer: Raj Patel, San Bernardino Hospitality LLC) – *The applicant is cleared to start construction so there is no change from the following update reported last week:* Construction is expected to commence within the next month.
7. Centre City Commercial Center (Developer: Todd Dwyer) – The public review period for the Draft Mitigated Negative Declaration ended on June 8, 2017, and staff is preparing responses to the comments that were received. A demolition plan for the existing motel and restaurant buildings on the site was submitted the third week of May. The right of access to Centre City Parkway was approved by City Council on June 7, 2017. Based on Council discussion on June 7, 2017, City staff will require the project to record an irrevocable offer

to dedicate for future pedestrian access to the future residential project to the south, Latitude II. Draft Engineering conditions were provided to the applicant this week. The applicant has notified staff that he is interested in participating in the expedited plan check program once the project is approved.

Industrial

1. StorQuest (Developer: The William Warren Group, Inc.) – The second check of grading plans was received by Engineering the week of April 30 and returned back to the applicant with comments three weeks ago. Building plans have now been approved by Esgil. Landscape plans were submitted on June 7, 2017 and are being reviewed by staff.
2. Victory Industrial Development (Developer: Scott Merry, Badiee Development) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week:* The applicant has secured his permits from the Army Corps, Regional Board, and CA Fish and Wildlife. The grading plan has been approved, BMP's are installed and the permit has been issued. Signal plans and street improvement plans have been approved. A pre-construction conference was held at the site last week and construction is ready to commence. Initial site grubbing started last week.
3. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) – Building plans, grading plans, landscape plans and the final map have been submitted and comments have been provided by staff and Esgil. Engineering sent comments on the third check of the grading plan last week.
4. Innovative Industrial Development (Developer: Scott Merry, Badiee Development) – Comments on the building permit application have been returned. Landscaping drawings were submitted on May 9, 2017. The second check of the grading plan is nearing approval.
5. North American Self-Storage (Developer: Russ Colvin) – (This project is participating in the expedited plan check program) The demo permit has been issued. The applicant submitted a 2nd plan check for the grading plan on April 13, 2017, and comments from all departments were provided back within 13 days. A boundary adjustment to combine the two lots on the site has recorded. The applicant is coordinating construction timing for an off-site water line with multiple departments. The applicant submitted for a 3rd plan check on June 2, 2017, and a request for final, minor corrections were sent back on June 15, 2017.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) – *No further updates to this item will be provided while litigation is in progress:* The Planning Commission approved the proposed CUP on December 13, 2016. An appeal of that decision was filed and the City Council denied the appeal on January 11, 2017 and affirmed the Planning Commission's decision to approve the project.

2. Wastewater Collections Yard Expansion (Developer: City of Escondido Utilities Department) – *Project review is on-going but there are no new milestones to report this week:* Grading, building and landscape plans are now being reviewed by staff. Utilities staff is assessing value engineering options in an effort to reduce the cost of the facility. The most likely option will be to build the project in phases starting with two of the three approved buildings.
3. HARRF Biogas to Energy Project (Developer: City of Escondido Utilities Department) – *Communications with the applicant are on-going but no construction plans have been submitted since the project was approved and there are no new milestones to report this week:* A Conditional Use Permit for the project was approved by the Planning Commission December 13, 2016.
4. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – *Project review is on-going but there are no new milestones to report this week:* A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. Staff and AECOM are now in the process of coordinating responses to the comments that were received during the public review period. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements.

Institutional

1. Escondido United Reformed Church (Developer: Brent Cooper) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week:* A revised grading plan has been approved. Building plans have gone through one round of plan check. The applicant submitted a CUP modification application on May 25, 2017, to increase the size of the sanctuary and classroom buildings and delete Phase 4. The application is tentatively scheduled to go to Planning Commission on June 27, 2017.
2. Self-Realization Fellowship Center (Developer: John Pyjar, Domusstudio Architecture) – The CUP application was submitted on November 14, 2016. Staff reviewed the initial submittal and sent a letter to the applicant on December 14, 2016, indicating that the application was incomplete and specifying the additional information that was necessary to complete the application. The applicant resubmitted revised plans and technical studies on May 19, 2017, and staff comments will be issued by the end of next week.

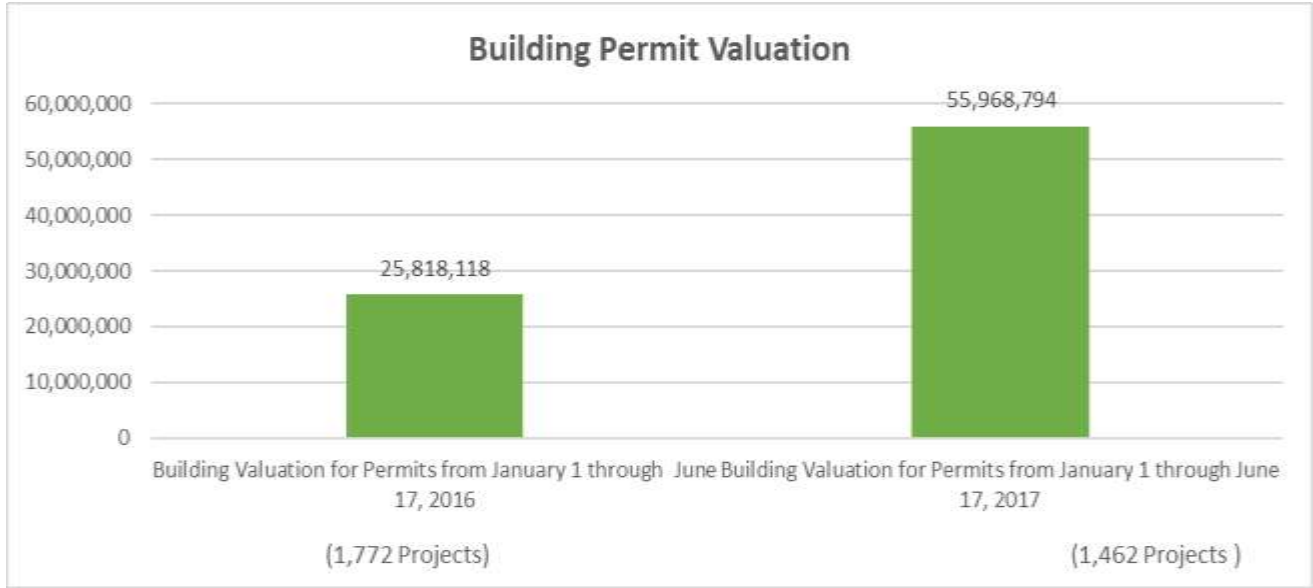
Residential

1. Oak Creek (Developer: Jason Han, New Urban West) – *This project has been placed on hold by the developer while the City completes construction of the Southwest Sewer Project so there is no change from the following update reported last week:* No grading or improvement plans have been submitted by the developer at this time.
2. Amanda Estates (Developer: Jason Han, New Urban West) – *This project has been placed on hold by the developer while the City completes construction of the Southwest Sewer Project so there is no change from the following update reported last week:* No grading or improvement plans have been submitted by the developer at this time.

3. Pradera (Developer: Moses Kim, Lennar Homes) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* This project is nearing completion as there are only one or two phases remaining to construct.
4. Lexington (Zenner) (Developer: Eric Johnston, KB Homes) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* The applicant received building permits for 10 new homes on April 18, 2017. Building permits for 15 additional homes were issued on May 4, 2017, and eight more homes were issued on May 9, 2017. The applicant and Engineering staff are engaged with the County Water Authority on a necessary utility crossing through a short section of their easement.
5. Stella Park Condominiums (Developer: Edward Kaen, ETP, LLC) – Lyon Homes submitted a precise grading plan on March 28, 2017. A final map, street improvement plans and landscape plans were also submitted on April 17, 2017. Building plans were submitted into plan check on April 6 and landscape plans on May 1. Comments were returned in the beginning of June. The rough grading permit was issued on May 22, 2017 allowing construction to start on the project. Engineering comments on the precise grading plan were sent out on June 16, 2017.
6. Wohlford (Developer: Jack Henthorne) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* The Draft EIR has been posted on the city website and released for a 45-day public review period that ended on May 12, 2017. The EIR consultant has forwarded draft responses to comments to staff for review. Potential Development Agreement terms are now being considered.
7. Latitude II (Developer: Peter Zak, Lyon/NCA) – A grading permit has been issued and grading is underway. Building plans are nearing approval. The final map was approved by City Council on June 7, 2017. Utilities approved the off-site water line plans two weeks ago.
8. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) – The model homes have been completed and are now open. Construction of the phases is underway with three more phases receiving building permits in early June. The precise grading plan for the remainder of the development has been approved. Staff is currently working with the developer to make sure that fire safety and access is maintained during construction.
9. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week.* A second revised tentative map depicting various minor changes and clarifications to roads, easements and drainage facilities was submitted on April 25, 2017. Revised technical engineering reports as well as responses to staff comments also have been submitted for review. The revised studies have been loaded on the City's website at the following link: [Safari Highlands Ranch Specific Plan - City of Escondido](#). Staff anticipates that the Draft EIR will be out for public review in June or July of 2017.

10. High Pointe Tract 693-J (Developer: Russell Schaeffer, True Life Communities) – *The applicant continues to actively market the property and there is no change from the following update reported last week:* Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.
11. Del Prado (Developer: Kerry Garza, Touchstone Communities) – *Communications with the applicant are on-going but there are no new milestones to report this week:* No grading or improvement plans have been submitted by the developer at this time.
12. 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff has met several times with the applicant to help work through project design and storm water issues. A Draft Mitigated Negative Declaration has been submitted and staff has provided comments to the applicant on the draft and technical studies. A three-year extension of time for the previously approved ten-lot subdivision (Tract 895) was approved by the City Council on June 7, 2017.
13. Escondido Gateway (Developer: Greg Waite, Integral Communities) – The builder (Lyon Homes) is coordinating with city staff to resolve ownership and title issues regarding three strips of land under existing excess right-of way that is proposed to be vacated for the applicant's use. It is expected that those title issues will be resolved through a combination of quitclaims and eminent domain. Building and grading permits are nearing approval. Asbestos and lead-based paint abatement should start next week in preparation for demolition of the vacant building on the site. Abatement should commence soon, which would enable demolition in early July.
14. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) – A project resubmittal in response to the City's November 30, 2016 letter was received on March 16, 2017. Planning staff has provided a location on the City's website for ECC project-related documents and plans. It is anticipated that a draft EIR will be released for public review and comment at the end of June. Project status and other related information can be accessed at the following link: [ECC - City of Escondido](#)
15. Ivy/Valley Parkway Mixed-Use Development (Developer: Abad Rahan Pars Inc./ Norm Wieme, Architect) – The applicant has indicated that grading and building plans are expected to be submitted into plan check soon. The reimbursement agreement for new water infrastructure that will be installed by the project in the adjoining alley has been approved.
16. North Avenue Estates (Developer: Casey Johnson) – An application to re-entitle aspects of the previously approved project that have expired and modify the project design to reflect new storm water requirements was submitted to the Planning Division on March 7, 2017. A first round of comments was provided back to the applicant and the applicant submitted revised plans on June 1, 2017. The applicant will be coordinating easement and utility crossing issues with the County Water Authority, whose main underground water transmission lines cross the site.

Building Division



Building Permits Issued Last Week	Total Valuation
59	\$1,114,661

- Four solar permits were issued for the week. The Building Division has issued 421 solar permits this year compared to 640 issued for the same time last year.
- Building inspectors responded to 177 inspection requests for the week.
- Building has issued 105 single family dwelling permits this year and 112 multi-family units. Compared with 44 single family dwelling and 33 multi-family dwellings for same time last year.
- Projects nearing permit issuance are:
 - Latitude 2, 112 apartment units in six buildings at 610-660 Centre City Pkwy.
 - 917 W Lincoln, three new apartment buildings, nine units.
- The construction of the City Plaza three-story mixed use building at 300 S. Escondido Blvd. has received partial approval of roof framing and rough framing inspections. *No change from previous.*
- The Solutions for Change affordable housing project at 1560 S. Escondido Blvd. has received final building approvals.
- Drywall is being installed in the first floor units at the Meadowbrook, three-story apartment building with underground garage at 2081 Garden Valley Glen.
- Escondido Disposal is proceeding with finish work for the remodel of the existing administration building. Occupancy expected within 2 to 3 weeks. *No change from the previous.*

9. The medical office building at 2125 Citracado Pkwy is progressing with the erection of the building structural steel. *No change from the previous.*
10. The medical office building at 1951 Citracado Pkwy is progressing with the exterior masonry wall construction. *No change from the previous.*
11. The Westminster Seminary at 1725 Bear Valley Pkwy is proceeding with the framing on two of the buildings. *No change from the previous.*
12. The Emanuel Faith Church at 639 E 17th Ave and the Church of Resurrection at 1445 Conway have received partial foundation inspections and underground plumbing inspections. Construction of the exterior masonry walls is progressing. *No change from the previous.*
13. The new Popeye's restaurant at 1541 E. Valley Pkwy has received suspended ceiling, drywall and hood inspection approvals. Final inspection and occupancy is expected soon. *No change from the previous.*
14. The Ford auto dealership at 1717 Auto Pkwy is setting the finish in the office showroom as part of their extensive remodel. *No change from the previous.*
18. The new Veterans Village project at 1540 S. Escondido Blvd. has received partial foundation inspection and inspections of the masonry walls at Building 1.

Code Enforcement

Highlights:

- Last week, Code Enforcement ran an operation to catch up on a growing backlog of code cases. The great teamwork and effort put forward resulted in cutting the total backlog from 104 cases to just 34 cases. The oldest pending case (cases waiting investigation) dropped from 56 days to just 7 days. Great job to the entire Code Enforcement team!
- Trash Cleanup: This case involved a large amount of trash, junk and debris located in the front yard of a residence. Through a follow up investigation to locate the out of town property owner, Code Enforcement learned that the tenants were being evicted and the entire property was in the same condition. On the day of the eviction, a Code Enforcement officer met the Sheriff's deputy and the property owner's agent on the site. The Code Enforcement officer walked the property with the agent and issued a Notice of Violation directing that all trash, junk and debris be removed from the property. Two weeks later, everything has been removed from the property and interior renovations are under way.

Before



After

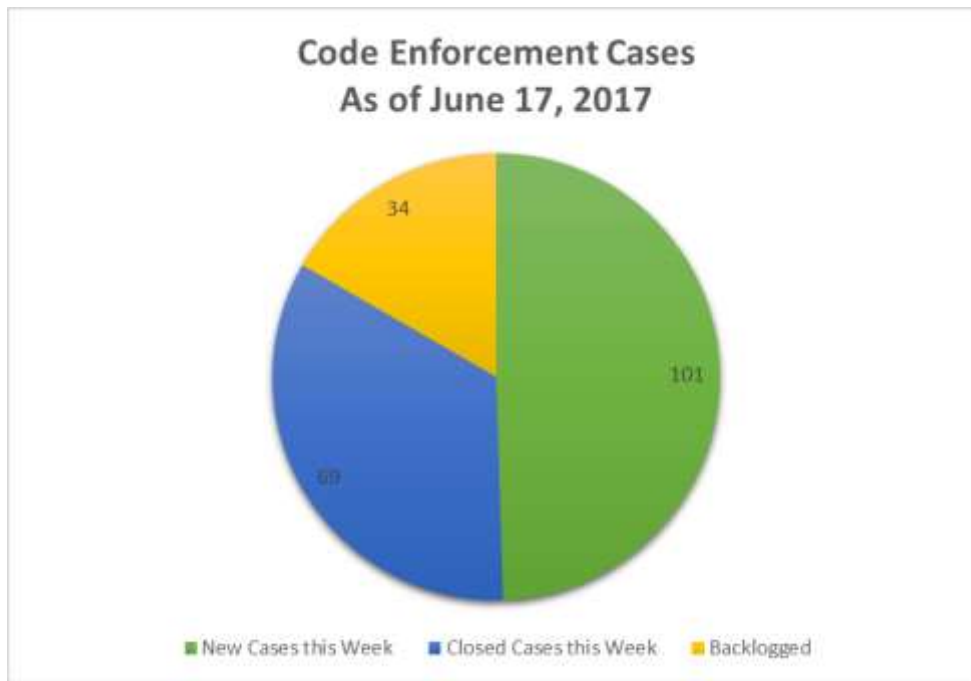


Before



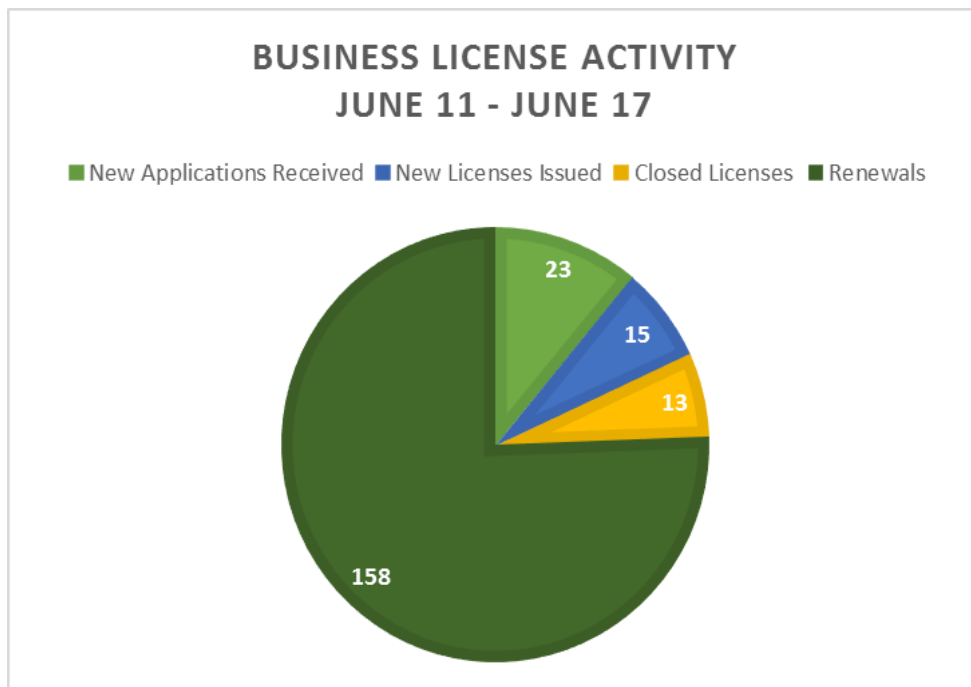
After



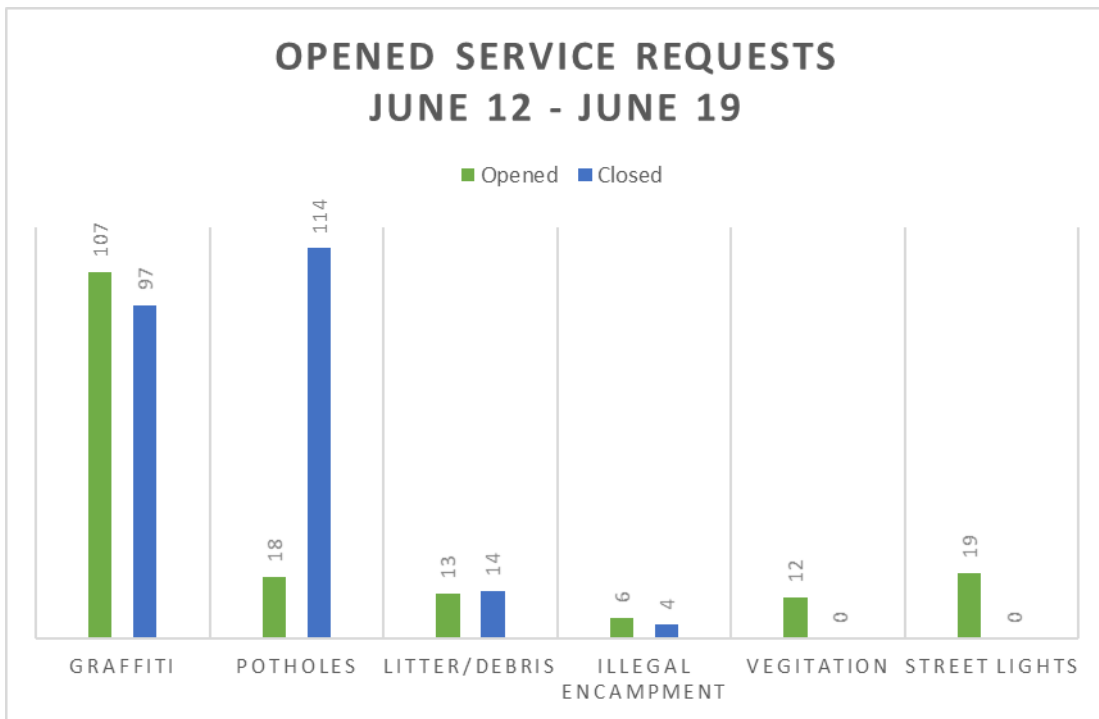
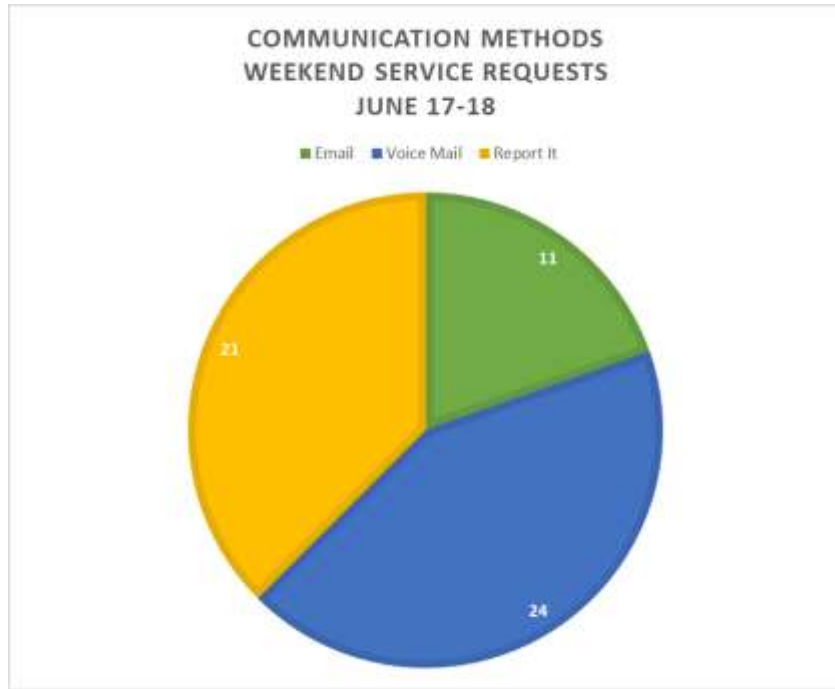


Total Open Code Cases	Illegal Signs Confiscated over the Previous Weekend
470	107

Business Licensing



Building Maintenance & Operations



Graffiti Restitution

Collected This Week	Collected Year to Date
\$328	\$4729.51

ENGINEERING

Capital Improvements

East Valley Pkwy/Valley Center Road Widening Project

This project will widen the bridge over Escondido Creek north of Lake Wohlford Road, widen Valley Center Road, add medians and landscaping, and construct sidewalk from Beven Drive to the northern City limit. This project bid on May 25, and City staff is currently working to receive Caltran's approval of Disadvantaged Business Enterprise goals for this federally funded project. It is anticipated that award by the City Council will be requested on July 12. Construction is anticipated to begin later this summer.

Neighborhood Streetlight Project

This project will add new streetlights to meet current lighting standards, and retrofit existing streetlights with LED fixtures at five established communities throughout the City (Cedar-Cedar Brook, Mission Grove, RTF, Rustic Village, The Elms). Staff anticipates advertising for bids by June and bidding in late July. It is anticipated that award of the construction contract will be requested of the City Council during August. Construction is anticipated to begin by early fall.

15/16 Street Rehab and Maintenance Project

This annual street maintenance program will focus on Zone NE (North-East) located north of Lincoln and east of N. Broadway. In addition, resurfacing will be performed on selected major streets throughout the City. Staff expects to complete evaluation of appropriate treatment for each street this week. The list of streets to be resurfaced will then be selected considering the estimated cost of work and budget. As a part of this project, the City will be offering to replace trees that are in poor health and that have roots that are damaging the sidewalks. Staff will be reaching out to affected property owners in July to allow their selection of desired replacement trees. Staff anticipates advertising this project for bid later this summer.

Private Development

Pradera - Lennar Communities

Phase 6 homes are being released for occupancy this week.

Lexington Model Homes - KB Homes

The installation of the roadway base material has begun for the construction of the new roadway improvements for the two onsite streets.

Citron Project by William Lyon Homes

The mass grading of the project has begun; the project is located 2516 S. Escondido Boulevard.

Escondido Boulevard at 3rd Avenue

No changes from that reported last week: The contractor is continuing to place framing along the 3rd floor, lane closures along 3rd Avenue will be ongoing to allow for the lifting of construction materials to the third floor roof.

Tract 932 - Canyon Grove Shea Homes Community

Offsite traffic signal construction is continuing at Sheridan/Ash and El Norte/Vista Verde intersections. The two traffic signals were scheduled for activation this week, but are now

delayed until further notice. The County of San Diego offsite improvements are set to begin this week along Ash Street between Vista Avenue and Hubbard Avenue, the date of the full roadway closure is set for Wednesday, June 21 and continuing through July 7. Electronic message boards have been in place since June 16, notifying the local residences to the roadway construction activity, and a detour route will be in place along Sheridan Avenue to Broadway. Onsite construction is concentrated on installation of roadway base material in advance of placing new asphalt roadway material.

Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue at Centre City Parkway

The remaining section of the storm drain box lid will be poured this week along the edge of Centre City Parkway.

Solutions Housing 1560 S. Escondido Boulevard

The final asphalt restoration improvements have been completed along Escondido Boulevard. Move in by new tenants has begun this week.

Veterans Village

No changes from that previously reported: The projects off site water improvements are idled this week while the developers design engineer determines the best solution for installing the project water mains around the multiple utility crossings along this projects frontage.

Tract 877 – Bernardo Ave. by Ambient Communities

The onsite construction, which includes constructing wall footing, sewer main and storm drain improvements, will continue this week.

Palomar Medical Center

No changes from that previously reported: The contractor has completed the rough grading of the temporary parking lot pad across from the main entrance to the hospital. Street light foundations as well as surface improvements are being installed this week.

Victory Industrial Park

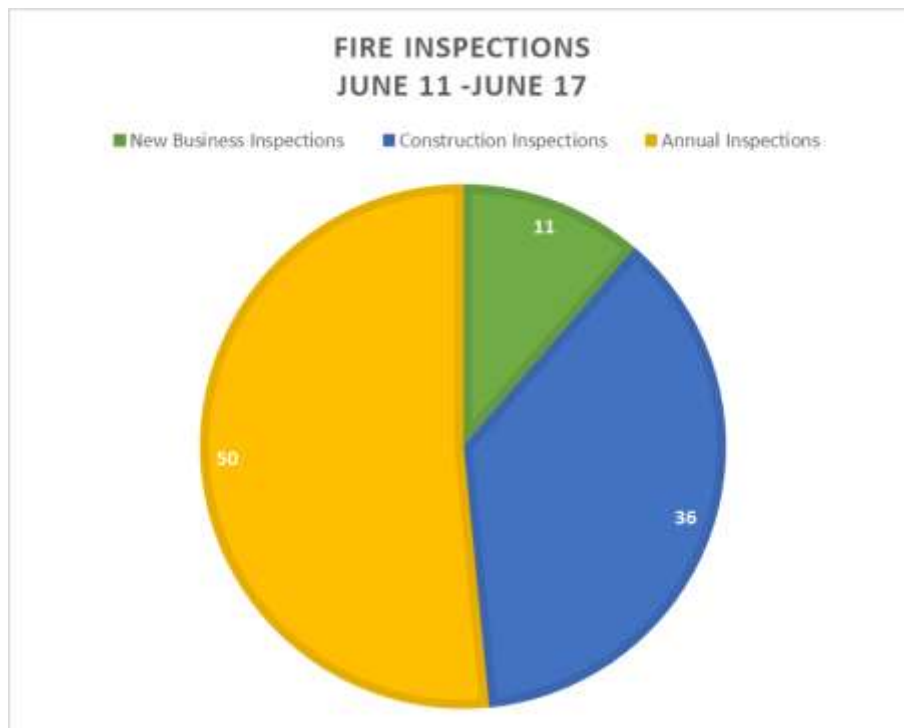
The contractor began grading the site this week. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

Center Point Project

The demolition of the existing concrete slabs has begun this week; the project is located on the old Toyota car dealership at 999 Broadway.

FIRE

Inspections:



Incidents:

- On June 16, 2017 at 4:46 a.m., the Escondido Police and Fire Communication Center received a report of a fire at the Hacienda Motel, a two story residential motel located at 735 N. Broadway in Escondido. The first arriving unit reported light smoke coming from the North side of the motel. The fire intensity dramatically increased completely involving the room of origin. A second alarm was requested because of the potential threat to life. Aggressive action by the firefighters contained and controlled the fire in approximately 20 minutes. The involved rooms were not occupied at the time of the fire and no additional occupants were displaced. There were no injuries to civilians or firefighters. The Hacienda Motel had been open for only 2 days after being completely remodeled due to a significant structure fire almost 2 years ago. In all, 8 fire engines, 3 trucks, 2 rescue ambulances and 3 Battalion Chiefs responded to the fire. The cause of the fire is still under investigation at this time.

POLICE

Incidents:

- On 6/12/17 at 19:17 hours, officers responded to a radio call of an attempt kidnapping. The witness advised she was walking with her 2-year-old daughter in the parking lot of 1635 E. Washington Ave, when the female adult suspect approached them from behind. The suspect grabbed the arm of the 2-year-old female and pulled her away from the witness. The witness was holding the hand of the victim, which prevented her from being pulled away. The suspect tried to grab the victim again, but the witness picked up the victim and ran to their apartment as the suspect fled. Approximately an hour later, an officer located and detained the suspect. The witness positively identified the suspect and she was arrested and booked for Attempted Kidnapping.

- On 6/12/17 at 23:50 hours, an unknown suspect shot at and hit 7 parked vehicles with an unknown type of airsoft gun, causing smashed windows to all of the vehicles. The vehicles were all parked on the street in front of 1051 Rock Springs Rd. A witness observed an older white “box” type vehicle fleeing the scene when the incident occurred.
- On 6/14/17 at 02:29 hours, officers responded to a radio call of a male subject breaking into a gas pump at 750 N. Escondido Blvd. (76 Gas Station). Officers arrived on scene and detained two male subjects. The subjects were found to be in possession of a master key to the gas pumps as well as additional electronic equipment for card skimming. The two subjects were ultimately arrested for various felony offenses.
- On 6/15/17 at 02:33 hours, officers responded to a commercial burglary alarm at Palomar Jewelers (1274 Auto Park Way). Upon arrival, the officers discovered a valid window smash. They searched the building with the assistance of a San Diego Sheriff K9 and determined the suspect was gone on arrival. Once the owner arrived, it was determined that the suspect stole approximately 20 watch boxes that were empty. Security video was available but the suspect was wearing a hood and his face was covered with a bandana.
- On 6/15/17 at 08:39 hours, officers responded to 1501 E. Grand Ave regarding a disturbance. Both a male and female were contacted in the parking lot. The male subject was found to be in violation of Misdemeanor Domestic Battery; he was taken into custody with a minor use of force and then charged with Felony Resisting Arrest.
- On 6/15/17 dispatch received multiple 911 calls referencing two subjects armed with handguns and shooting at each other in the Reidy Creek Apartment complex (1343 Morning View Dr). There were no injuries to either party despite two rounds being fired during a physical fight. One person was arrested on multiple weapons charges.
- On 6/15/17 there was a reported Domestic Violence incident on Bartley Place. Officers attempted to contact the male half, who fled on foot. The male suspect had strangled the female and caused injury to their baby during incidents spanning several days. The suspect is still outstanding, and the victim was examined per the new San Diego County Strangulation protocols.
- On 6/16/17 at 08:53 hours, dispatch received a call for service in reference to a female adult striking a male adult on the head with a flashlight. Patrol units responded to the area of Roosevelt and Mission Ave and located both subjects. It was determined that the incident was domestic violence related. Patrol Officers placed the female under arrest and booked her into the Vista Detention Facility for Felony Domestic Violence. The male victim sustained minor injuries as a result of the assault.
- On 6/16/17 at 09:34 hours, officers were dispatched to 401 Robin Hill Lane, to investigate reports of vandalism in progress. Upon arrival, officers observed the suspect driving away southbound along Escondido Blvd. The suspect was stopped and ultimately detained. The victim/reporting party was contacted and stated that the suspect threw a large mechanics wrench at his head. The victim was able to dodge the wrench, which impacted and broke the rear window of his pick-up truck. The suspect was placed under arrest and booked into the Vista Detention Facility for Felony Assault with a Deadly Weapon.
- On 6/16/17 at 23:30 hours, a reporting party heard glass breaking and saw three juveniles inside 1029 E. Valley Pkwy using a lighter to look around. The reporting party observed the suspects leave with the female suspect pushing a stroller. Officers arrived on scene and witnessed one of the male suspects toss a hammer. All three were detained (2 juvenile males, 1 juvenile female) without incident. After further investigation

all three were arrested for Burglary. There was a 5-month old baby in the stroller who was released to a grandmother. All three juveniles were booked into Juvenile Hall.

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