



AUGUST 21, 2019
CITY COUNCIL CHAMBERS
5:30 P.M. Special Closed Session; 6:00 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Paul McNamara
DEPUTY MAYOR	Consuelo Martinez
COUNCIL MEMBERS	Olga Diaz John Masson Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Zack Beck
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

August 21, 2019
5:30 P.M. Special Meeting
Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Martinez, Masson, Morasco, McNamara

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/RRB)

- I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
- a. **Case Name:** Joseph Leffingwell v. City of Escondido
Case No: WCAB No.: ADJ 11548693

ADJOURNMENT



Council Meeting Agenda

**August 21, 2019
6:00 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

FLAG SALUTE

ROLL CALL: Diaz, Martinez, Masson, Morasco, McNamara

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

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

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)

2. [APPROVAL OF WARRANT REGISTER \(Council\)](#)

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 333145 – 333384 dated July 31, 2019
- 333385 – 333495 dated August 7, 2019

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

3. APPROVAL OF MINUTES: None Scheduled

4. **REPORT AND RECOMMENDATIONS OF THE AD HOC SUBCOMMITTEE ON CITY COUNCIL RULES AND POLICIES -**

Request the City Council approve the revised recommendations of the Ad Hoc Subcommittee on City Council Rules and Policies and incorporates further revisions requested by Council during its first hearing on the matter on July 17, 2019.

Staff Recommendation: **Approval (City Attorney's Office: Michael R. McGuiness)**

RESOLUTION NO. 2019-65R

5. **ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS -**

Request the City Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2019-20.

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

RESOLUTION NO. 2019-109

6. **NOTICE OF COMPLETION FOR THE MULTI NEIGHBORHOOD STREET LIGHT LED RETROFIT PROJECT -**

Request the City Council approve and accept the public improvements and authorize staff to file a Notice of Completion for the Multi Neighborhood Street Light LED Retrofit Project.

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

RESOLUTION NO. 2019-113

7. **REJECT ALL BIDS FOR THE 2019 STREET REHABILITATION AND MAINTENANCE PROJECT**

Request the City Council reject all bids for the 2019 Street Rehabilitation and Maintenance Project.

Staff Recommendation: **Reject All Bids (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2019-121

8. **LEASE AGREEMENT WITH ESCONDIDO FEDERAL CREDIT UNION AT 201 NORTH BROADWAY AND THE EAST VALLEY COMMUNITY CENTER AT 2245 EAST VALLEY PARKWAY**

Request the City Council approve authorizing the Mayor to execute a Lease Agreement with the Escondido Federal Credit Union (EFCU) for the leased office space at 201 North Broadway and an Automated Teller Machine (ATM) located in the parking lot at 2245 East Valley Parkway.

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

RESOLUTION NO. 2019-123

9. **CONSULTING SERVICES AGREEMENT FOR THE GRAND AVENUE VISION PLAN - PHASE I -**

Request the City Council approve authorizing the Mayor to execute a Consulting Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$385,630 to continue public outreach and complete environmental clearance for the Vision Plan, and to design for the first phase of the Grand Avenue Streetscape Improvement Project.

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

RESOLUTION NO. 2019-124

10. [CONSULTING SERVICES AGREEMENT FOR THE DESIGN OF THE ESCONDIDO CREEK TRAIL IMPROVEMENTS PROJECT -](#)

Request the City Council approve authorizing the Mayor to execute a Consulting Services Agreement with KOA Corporation in the amount of \$160,960 for the design of the Escondido Creek Trail Improvements Project.

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

RESOLUTION NO. 2019-125

11. [LICENSE AGREEMENT WITH NC GARCIA, INC. AT 3315 BEAR VALLEY PARKWAY, SPORTS CENTER CONCESSION STAND IN KIT CARSON PARK -](#)

Request the City Council approve a License Agreement with NC Garcia, Inc. at 3315 Bear Valley Parkway, Sports Center Concession Stand within Kit Carson Park.

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

RESOLUTION NO. 2019-126

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

12. [ANNUAL CODE CLEAN-UP AND AMENDMENTS TO THE MUNICIPAL AND ZONING CODES \(AZ 19-0003\) -](#)

Approved on August 7, 2019 with a vote of 5/0

ORDINANCE NO. 2019-10 (Second Reading and Adoption)

PUBLIC HEARINGS

13. [CONTINUED DISCUSSION OF THE ZONING CODE AND LAND USE STUDY \(AZ 18-0006\) -](#)

Request the City Council approve completing the Zoning Code and Land Use Study and amend portions of the Municipal Code, Zoning Code, and Specific Plans to improve existing regulations. ***This item was continued from August 7, 2019.***

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

ORDINANCE NO. 2019-09 (First Reading and Introduction)

14. [NEW INVENTORY PARKING LOT FOR LEXUS ESCONDIDO \(PHG 18-0026\) -](#)

Request the City Council approve a modification to a previously approved Master Development Plan and new Precise Development Plan for a new inventory parking lot for Lexus Escondido.

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

ORDINANCE NO. 2019-11 (First Reading and Introduction)

CURRENT BUSINESS

15. [NOTICE OF COMPLETION FOR THE 2018 STREET REHABILITATION AND MAINTENANCE PROJECT -](#)

Request the City Council approve authorizing the City Engineer to file a Notice of Completion for the 2018 Street Rehabilitation and Maintenance Project.

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

RESOLUTION NO. 2019-129

16. [CONSULTING AGREEMENT WITH TRUE NORTH RESEARCH, INC. FOR THE PREPARATION OF A COMMUNITY SURVEY AND THE FORMATION OF AN AD HOC CITY COUNCIL SUBCOMMITTEE -](#)

Request the City Council approve authorizing the City Manager execute a Consulting Agreement with True North Research, Inc., for an amount not to exceed \$32,750 to prepare a community survey and establish an Ad Hoc City Council subcommittee of two members to work with staff and the consultant in developing the survey questions.

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

RESOLUTION NO. 2019-122

FUTURE AGENDA

17. [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: Zack Beck)**

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. This report is also available on the City's website, www.escondido.org.

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
August 28	-	-	No Meeting	-
September 4	-	-	No Meeting	-
September 11	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
September 18	-	-	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
- 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 5:00 in Closed Session and 6:00 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the Community Development
Commission, 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.



AFFIDAVITS

OF

ITEM

POSTING



CITY COUNCIL STAFF REPORT

Consent Item No. 2

August 21, 2019

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers:

333145 – 333384 dated July 31, 2019

333385 – 333495 dated August 7, 2019

FISCAL ANALYSIS:

The total amount of the warrants for the following periods are as follows:

July 25 – July 31, 2019, is \$1,742,464.28

August 1 – August 7, 2019, is \$326,341.72

BACKGROUND:

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



Consent Item No. 3

August 21, 2019

APPROVAL

OF

MINUTES

CITY COUNCIL STAFF REPORT

Consent Item No. 4

August 21, 2019

File No. 0610-90

SUBJECT: Report and Recommendations of the *Ad Hoc* Subcommittee on City Council Rules and Policies

DEPARTMENTS: City Council *Ad Hoc* Subcommittee and City Attorney's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-65R, which includes the recommendations of the *Ad Hoc* Subcommittee on City Council Rules and Policies and incorporates further revisions requested by Council during its first hearing on the matter on July 17, 2019.

FISCAL ANALYSIS:

None.

PREVIOUS ACTION:

On July 17, 2019, the City Council heard and considered the recommendations of the *Ad Hoc* Subcommittee and voted 5-0 to approve Resolution 2019-65 with two revisions.

BACKGROUND:

The City Council is a legislative body which may adopt its own rules of procedure for the conduct of its meetings and internal policies associated with how the Council wishes to operate provided that such rules and policies are compliant with state law. Government Code §36813.

The Mayor and certain council members recently asked that the Council Rules and Policies be updated to respond to certain issues and past practices. The Council's previous Rules and Procedures Resolution, adopted in Resolution No. 2014-21, had been in place unchanged since February 2014. The Resolution contains the Rules of Order and Procedure, the City Council policies on issues such as internal and external council communications; council member salary, expenditures and travel; and communications with city staff, and the City Council's Ethics Policy.

A Subcommittee of Deputy Mayor Consuelo Martinez and Council member Olga Diaz was formed, drafts of proposed revisions were circulated among the members of the Subcommittee, and the Subcommittee recommended certain substantive changes to the governing rules and procedures.

On July 17, 2019, the City Council heard and considered the Subcommittee's recommendations, took public comment and voted 5-0 to approve Resolution 2019-65 with certain modifications, and asked that the matter be brought back for final approval.

The following modifications to Resolution 2019-65 have now been included:

1. New Section A(3)(d):

Includes as an addition to the Order of Business the public disclosure of reportable closed session items. See Page 2 of Attachment 1 (Redline version). This item has already been implemented by the Clerk's Office.

2. New Section A(11):

Includes a new section regarding proclamations, certificates and presentations providing as follows:

The Mayor and any Councilmember may recommend the public acknowledgement of any person, group, entity or matter of public interest through the issuance and presentation of a Proclamation on behalf of the City. The Mayor and all councilmembers will be offered the opportunity to sign the Proclamation. Individual Councilmembers, on their own behalf, may also issue a Certificate of Achievement or Recognition to a person, group or entity.

The Mayor or any Councilmember may request a presentation from persons or groups on issues of interest to the Council or members of the public.

The City Manager shall coordinate the timing of all requests for proclamations, certificates and presentations so that the necessary documents may be prepared and circulated for signatures and, if applicable, the agenda for any Council meeting can be timely and efficiently completed.

(See Pages 6-7 of Attachment 1 (Redline version).)

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney
8/14/2019 4:52 p.m.

ATTACHMENTS:

1. Attachment 1 – Redline Version of Changes to Resolution No. 2019-65
2. Resolution No. 2019-65R

RESOLUTION NO. 2019-65

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND READOPTING RULES OF
PROCEDURE FOR CITY COUNCIL
MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures, methods of operation and ethics which are amended from time to time; and

WHEREAS, the City Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

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 following Rules shall govern the City Council:

Section A: Rules of Order and Procedure

1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 5:00 p.m. commencing with closed session items and thereafter at 6:00 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the City of Escondido, the Council should consider those resolutions, motions

or matters which affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation, or such resolutions or motions supporting or disapproving legislation or actions 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 where 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 officers or employees as such.

3. Order of Business.

Regular business of the Council at the 6:00 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Closed Session Report
- de. Proclamations/Presentations
- ef. Oral Communications (up to 15 minutes or as directed by the Mayor)
- fg. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes Approval
- gh. Public Hearings
- hi. Current Business Matters
- ij. Future Agenda Items
- jk. Council Members Subcommittee Reports
- kl. Council Member Reports
- lm. City Manager's Weekly Activity Report Highlights
- mn. ———Oral Communications

HO. Adjournment

4. Consent Calendar Defined.

Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, approval of the warrant register, Notices of Project Completion, Treasurer's Quarterly Investment Report, certain contract and grant awards, resolutions setting hearings, final maps, and various leases and agreements are listed on the "Consent Calendar" and shall be adopted by one motion unless Council, staff or a member of 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 Council minutes in their proper form, i.e., resolution accepting grant deed or easement, approval of minutes, award of bid, etc.

From time to time, the Council may schedule a "workshop" style meeting. Such workshops shall comply with all applicable noticing laws and shall be dedicated primarily to general information gathering and sharing, discussion and possible direction to staff. Final actions of the Council shall not take place at workshop sessions.

5. Oral Communications.

Time has been reserved near the beginning and end of each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on items of interest to the public. The Mayor as the presiding officer may set a limit on the time at the beginning of the meeting devoted to oral communications and may at his

or her discretion extend the time for a speaker or speaker representative to address the Council. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

6. Council Member Reports.

The Council Member Report agenda item provides members of the Council an opportunity to report matters of general interest to the public and their fellow Council Members. No actions, votes or further discussions shall occur on any such matter(s).

7. Council Action on Agenda Matters.

Prior to the request for a motion and second by any Council member on an agenda matter, Council shall be allowed to hear any presentation by staff or member of the public, ask questions and discuss among themselves the matter to be decided. At the conclusion of the presentation, questions and discussion by Council members a request for a motion and second may be made and a roll call vote shall be taken. A motion that fails to obtain a second or a majority vote shall die.

8. Manner of Addressing Council - Time Limit.

- a. Each person addressing the Council shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by the presiding officer, shall limit their

address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer has the discretion to limit speaking times and/or alter the sequence of hearing matters on the agenda. Longer time limits may be permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.

- b. 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 Council 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 Council so as to avoid unnecessary repetitions before the Council.
- c. City staff presentations and responses to Council questions are not governed by this time limit.

9. Posting of Agenda.

At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the regular meeting in a place accessible so as to be available for review by members of the public.

10. Content of Agenda.

Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by city staff, by the Mayor, or upon the request of an individual Council member in coordination with the City Manager. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. To the fullest extent practicable, any items placed on the agenda by the Mayor, any Council member or City staff should also be listed under "Future Agenda Items" as early as possible to assure the best possible advance notice of the nature of items and discussion which are upcoming.

11. Proclamations and Presentations.

~~The Mayor and any Council member may recommend the public acknowledgement of any person, group, entity or matter of public interest through the issuance and presentation of a Proclamation on behalf of the City. The Mayor and any Council member may also request a presentation by any person, group, or entity on a matter or issue that would be of interest to the full Council and members of the public. The City Manager shall coordinate the timing of all such requests so that the agenda for any Council meeting can be timely and efficiently completed.~~

The Mayor and any Councilmember may recommend the public acknowledgement of any person, group, entity or matter of public interest through the issuance and presentation of a Proclamation on behalf of the City. The Mayor and all councilmembers will be offered the opportunity to

sign the Proclamation. Individual Councilmembers, on their own behalf, may also issue a Certificate of Achievement or Recognition to a person, group or entity.

The Mayor or any Councilmember may request a presentation from persons or groups on issues of interest to the Council or members of the public.

The City Manager shall coordinate the timing of all requests for proclamations, certificates and presentations so that the necessary documents may be prepared and circulated for signatures and, if applicable, the agenda for any Council meeting can be timely and efficiently completed.

12. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

13. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it may be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.

- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

14. Precedence of Motions.

- a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):

- (1) To adjourn
- (2) To fix hour of adjournment
- (3) To lay on the table
- (4) For the previous question
- (5) To postpone to a certain day
- (6) To refer
- (7) To amend
- (8) To postpone indefinitely

- b. A motion to adjourn shall be in order any time, except as follows:

- (1) When repeated without intervening business or discussion
- (2) When made as an interruption of a Council member while speaking
- (3) When the previous question has been ordered
- (4) While a vote is being taken

- c. A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.

- d. 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.

- e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Council member 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.
- f. 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.
- g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.
- h. A motion to refer shall not be debatable except for the propriety of referring.

15. Administrative Mandamus.

Persons who are dissatisfied with a decision of the City Council

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.

16. Appeals; Continuances.

Any person appealing an action of a City Board or Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

17. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it shall be calendared and noticed after Council determines when reconsideration shall occur.

18. Personal Privilege.

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

19. Council Conduct.

Each member of the Council shall act in a courteous and respectful manner to all members of the Council, including providing each member the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Council.

20. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

21. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a private non-profit entity shall not participate in the discussion or voting process to determine whether or not that entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of a larger request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

22. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

23. Decorum and Security.

- a. While the City Council is in session, the Council members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.
- b. The City Manager, in coordination with the Mayor and/or Deputy Mayor, are authorized to and shall designate and post signs specifying those areas of the Chamber for the media wishing to record the meeting, areas for staff presentations, and areas which are restricted to City employees and elected officials.
- c. Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches and which disrupt the proceedings shall not be displayed during Council proceedings by members of the public.

Section B: City Council Policies.

1. Correspondence with Members of the City Council.

The purpose of this policy is to provide for a coordinated response to correspondence (i.e. letters, emails, and similar items) which is sent to the City generally, or in which the same correspondence is sent in

identical fashion to all Council members. In such circumstances, the Council directs that the Mayor (or as appropriate the City Manager or City Attorney) shall answer such correspondence on behalf of the City, according to the procedure set forth below.

In addition to individual e-mail addresses, the City Manager's Office shall also establish a shared email address by which citizens may direct emails to all Council members at the same time. The shared email address shall be featured on the City's website and in other publications in such a manner as to allow citizens to use the address and thereby communicate with all Council members at the same time. All Council members shall have access to review items in the mailbox at all times. All responses to such emails shall also be sent from the shared mailbox, such that all Council members may review such responses.

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The City Council shall fix an amount in the City Council budget which each Council member may use for business-related education and

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To the extent any such staff efforts require time beyond the posting of notices on the City's or related website, the City Manager shall be responsible for determining whether such personnel resources are available, whether there is a sufficient budget to cover the costs related to such efforts, and ensuring that all council members may obtain like and equal services during the course of any fiscal year. Council members shall not use any city staff or resources as part of, or in coordination with, any campaign for public office.

Section C: City Council Ethics Policy.

1. Declaration of Policy.

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This Ethics Policy provides the following general guidelines and specific prohibitions to which elected Escondido City Officials must

conform in pursuit of their assigned duties and responsibilities. This policy is in addition to all applicable provisions of state law, including the Brown Act, the Political Reform Act and implementing regulations, and all other laws governing the conduct of elected officials.

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The City Council is authorized to provide direction to specifically identified negotiators in a legally constituted closed session on matters involving pending litigation, real estate negotiations, and labor negotiations. If the City Council in closed session provides such direction to its negotiators, all contact with the negotiating party or the party's representative, shall be limited to, and made by, those individuals designated to handle the negotiations.

During a pending labor negotiation, no member of the City Council shall communicate any negotiating position on behalf of the City or engage in any negotiations for employee salary, benefits or working conditions. In addition, during pending litigation or real estate negotiations, no member of the City Council (unless they have been designated as a negotiator) shall have any contact or discussion with the litigating or negotiating party or the party's representative regarding the subject matter of the pending litigation or real estate negotiations.

No member of the City Council shall communicate or disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, any discussion or information received in closed session regarding the negotiation or litigation.

Nothing in this section shall prohibit Council members from receiving written communications provided they are made available to all Council members, the City Manager, the City Attorney, and the City's designated negotiators on an equal basis.

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The purpose of this provision is to guarantee that all interested parties to any adjudicatory matter before the City Council have equal opportunity to express and represent their interests. Ex parte communications are those communications members of the City Council have with representatives of only one side of a matter outside the presence of other interested parties on a matter relevant to an adjudicatory proceeding. A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

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6. Violations and Penalties.

Any violation of this Ethics Policy by a member of the City Council shall constitute official misconduct if determined by an affirmative vote of three members of the City Council in an open and public meeting. In addition to any criminal or civil penalties provided for by federal, state or other local law, any violation of this Ethics Policy shall constitute a cause for censure by City Council adoption of a Resolution of Censure.

RESOLUTION NO. 2019-65R

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND READOPTING RULES OF
PROCEDURE FOR CITY COUNCIL
MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures, methods of operation and ethics which are amended from time to time; and

WHEREAS, the City Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

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 following Rules shall govern the City Council:

Section A: Rules of Order and Procedure

1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 5:00 p.m. commencing with closed session items and thereafter at 6:00 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the

City of Escondido, the Council should consider those resolutions, motions or matters which affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation, or such resolutions or motions supporting or disapproving legislation or actions 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 where 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 officers or employees as such.

3. Order of Business.

Regular business of the Council at the 6:00 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Closed Session Report
- e. Proclamations/Presentations
- f. Oral Communications (up to 15 minutes or as directed by the Mayor)
- g. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes Approval
- h. Public Hearings
- i. Current Business Matters
- j. Future Agenda Items
- k. Council Members Subcommittee Reports
- l. Council Member Reports

- m. City Manager's Weekly Activity Report Highlights
- n. Oral Communications
- o. Adjournment

4. Consent Calendar Defined.

Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, approval of the warrant register, Notices of Project Completion, Treasurer's Quarterly Investment Report, certain contract and grant awards, resolutions setting hearings, final maps, and various leases and agreements are listed on the "Consent Calendar" and shall be adopted by one motion unless Council, staff or a member of 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 Council minutes in their proper form, i.e., resolution accepting grant deed or easement, approval of minutes, award of bid, etc.

From time to time, the Council may schedule a "workshop" style meeting. Such workshops shall comply with all applicable noticing laws and shall be dedicated primarily to general information gathering and sharing, discussion and possible direction to staff. Final actions of the Council shall not take place at workshop sessions.

5. Oral Communications.

Time has been reserved near the beginning and end of each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on items of interest to the public.

The Mayor as the presiding officer may set a limit on the time at the beginning of the meeting devoted to oral communications and may at his or her discretion extend the time for a speaker or speaker representative to address the Council. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

6. Council Member Reports.

The Council Member Report agenda item provides members of the Council an opportunity to report matters of general interest to the public and their fellow Council Members. No actions, votes or further discussions shall occur on any such matter(s).

7. Council Action on Agenda Matters.

Prior to the request for a motion and second by any Council member on an agenda matter, Council shall be allowed to hear any presentation by staff or member of the public, ask questions and discuss among themselves the matter to be decided. At the conclusion of the presentation, questions and discussion by Council members a request for a motion and second may be made and a roll call vote shall be taken. A motion that fails to obtain a second or a majority vote shall die.

8. Manner of Addressing Council - Time Limit.

a. Each person addressing the Council shall step up to the

microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer has the discretion to limit speaking times and/or alter the sequence of hearing matters on the agenda. Longer time limits may be permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.

- b. 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 Council 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 Council so as to avoid unnecessary repetitions before the Council.
- c. City staff presentations and responses to Council questions are not governed by this time limit.

9. Posting of Agenda.

At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the

regular meeting in a place accessible so as to be available for review by members of the public.

10. Content of Agenda.

Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by city staff, by the Mayor, or upon the request of an individual Council member in coordination with the City Manager. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. To the fullest extent practicable, any items placed on the agenda by the Mayor, any Council member or City staff should also be listed under "Future Agenda Items" as early as possible to assure the best possible advance notice of the nature of items and discussion which are upcoming.

11. Proclamations and Presentations.

The Mayor and any Councilmember may recommend the public acknowledgement of any person, group, entity or matter of public interest through the issuance and presentation of a Proclamation on behalf of the City. The Mayor and all councilmembers will be offered the opportunity to sign the Proclamation. Individual Councilmembers, on their own behalf, may also issue a Certificate of Achievement or Recognition to a person, group or entity.

The Mayor or any Councilmember may request a presentation from persons or groups on issues of interest to the Council or members of the public.

The City Manager shall coordinate the timing of all requests for proclamations, certificates and presentations so that the necessary documents may be prepared and circulated for signatures and, if applicable, the agenda for any Council meeting can be timely and efficiently completed.

12. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

13. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it may be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.
- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council

member shall, divide the same.

14. Precedence of Motions.

a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):

- (1) To adjourn
- (2) To fix hour of adjournment
- (3) To lay on the table
- (4) For the previous question
- (5) To postpone to a certain day
- (6) To refer
- (7) To amend
- (8) To postpone indefinitely

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

- (1) When repeated without intervening business or discussion
- (2) When made as an interruption of a Council member while speaking
- (3) When the previous question has been ordered
- (4) While a vote is being taken

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

d. 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.

- e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Council member 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.
- f. 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.
- g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.
- h. A motion to refer shall not be debatable except for the propriety of referring.

15. Administrative Mandamus.

Persons who are dissatisfied with a decision of the City Council

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.

16. Appeals; Continuances.

Any person appealing an action of a City Board or Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

17. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it

shall be calendared and noticed after Council determines when reconsideration shall occur.

18. Personal Privilege.

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

19. Council Conduct.

Each member of the Council shall act in a courteous and respectful manner to all members of the Council, including providing each member the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Council.

20. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

21. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a private non-profit entity shall not participate in the discussion or voting process to determine whether or not that entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of a larger

request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

22. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

23. Decorum and Security.

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CITY COUNCIL STAFF REPORT

Consent Item No. 5

August 21, 2019

File No. 0440-35

SUBJECT: Establishing the Property Tax Rate and Fixed Charge Assessments for General Obligation Bonded Indebtedness

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-109 to establish the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2019-20.

FISCAL ANALYSIS:

A total of \$4,807,250 will be needed for the annual debt service payments for the General Obligation Bonds. This represents \$1,371,125 due in March 2020 and \$3,436,125 due in September 2020.

PREVIOUS ACTION:

The City Council certified the results of the November 2, 2004, election approving Proposition P on December 1, 2004. On July 12, 2006, the City Council authorized the issuance and sale of the General Obligation Bonds. The Bonds provided financing for the construction of three new fire stations, a replacement of Fire Station 1, and a combined Police and Fire Headquarters Facility.

The City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police, and Emergency Response Measure) were sold on August 1, 2006, and subsequent to the April 22, 2015, adoption of Resolution No. 2015-60R, authorizing the sale and issuance of the City of Escondido General Obligation Refunding Bonds Series 2015, were redeemed in their entirety. The General Obligation Refunding Bonds Series 2015 were issued on June 9, 2015.

BACKGROUND:

General Obligation Bonds are secured by the legal obligation to levy an ad valorem property tax upon taxable property within the City in an amount sufficient to pay the yearly debt service (principal and interest) payment. The debt service payment for March 2020 is \$1,371,125 and the debt service payment for September 2020 is \$3,436,125. The City is required to set a tax rate to meet these financial obligations. The assessed value for property in Escondido is used as the basis for applying the levy to taxable properties.

The starting point for calculating the property tax levy is the current year taxable assessed value. To this assessed value amount, a delinquency factor is applied. The City's fiscal year 2018-19 actual delinquency rates for secured and unsecured property were .81 percent and 1.45 percent, respectively, and the five-year average delinquency rates were .82 percent and 1.75 percent.

Establishing the Property Tax Rate and Fixed Charge Assessments for General Obligation Bonded Indebtedness

August 21, 2019

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For Fiscal Year 2019-20, the City has used a 2.5 percent delinquency factor in calculating the property tax rate for both secured and unsecured property. This rate is the same as the prior year factor, taking into account the last fiscal year of declining delinquency rates while still providing a conservative provision for estimated fiscal year 2019-20 delinquencies. The delinquency factors used in calculation of the property tax rate for the past five tax years 2014-15 to 2018-19 were 3.0 percent, 2.5 percent, 2.5 percent, 3.5 percent, and 2.5 percent, respectively.

The County of San Diego has provided to the City the estimated 2019-20 Fiscal Year assessed valuations to be used for the tax rate computation. A two-year comparison of the City's secured and unsecured assessed valuations, as adjusted by the applicable annual delinquency factor, is shown below. The net collectible assessed valuations increased by approximately 5.2 percent. This increase in net collectible assessed value will cause a decrease in the calculated property tax rate for fiscal year 2019-20.

Description	FY 2018-19	FY 2019-20	% Increase (Decrease) in Valuation
Secured Assessed Valuation	\$15,516,843,813.00	\$16,336,228,727.00	
Less Delinquency Factor	(387,921,095.33)	(408,405,718.18)	
Net Collectible Secured	15,128,922,717.67	15,927,823,008.83	5.28%
Unsecured Assessed Valuation	524,075,100.00	539,823,526.00	
Less Delinquency Factor	(13,101,877.50)	(13,495,588.15)	
Net Collectible Unsecured	510,973,222.50	526,327,937.85	3.00%
TOTAL ALL NET COLLECTIBLE	\$15,639,895,940.17	\$16,454,150,946.68	5.21%

The property tax rate calculation takes into account any additional financial resources in the Debt Service Fund that may be used to reduce the amount of tax levy needed, including investment interest received, fund balance, penalties and interest received on delinquent property tax receipts, and other miscellaneous taxable revenue.

In order to collect the required debt service, the property tax rate will be set at 0.02383 per \$100 of assessed value. This represents \$23.83 per \$100,000 of assessed value, resulting in a decrease of \$1.67 when compared to last year's property tax rate of \$25.50.

Establishing the Property Tax Rate and Fixed Charge Assessments for General Obligation Bonded
Indebtedness

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Based on current and updated information, we estimate that the average annual tax rate over the life of the bonds will be \$29.91 per \$100,000. This estimate assumes a future annual growth in secured assessed valuation of 2.0 percent, and allows for estimated future delinquencies of 2.5 percent. During the November 2, 2004 election, the ballot measure provided to the citizens of Escondido estimated that the average annual tax rate over the life of the bonds would be \$33.44 for \$100,000 of assessed valuation for single-family homes, based on a 3 percent annual growth rate in secured assessed valuations.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Services
8/14/2019 4:35 p.m.

Joan Ryan, Director of Finance
8/14/2019 4:36 p.m.

ATTACHMENTS:

1. Resolution No. 2019-109
2. Resolution No. 2019-109 – Exhibit A Certificate and Calculation of Property Tax Rate for 2019-20

RESOLUTION NO. 2019-109

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ESTABLISHING THE PROPERTY TAX RATE
AND FIXED CHARGE ASSESSMENTS FOR
BONDED INDEBTEDNESS FOR FISCAL
YEAR 2019-20

WHEREAS, the City Council of the City of Escondido desires to establish the rate of property tax required to generate an amount of revenue from the tax base to provide sufficient moneys to pay debt service on the voter approved bonded indebtedness payable during the fiscal year ending June 30, 2020; and

WHEREAS, the total net taxable secured assessed valuation of the City of Escondido is now estimated at \$16,336,228,727 full value; and

WHEREAS, the total net taxable unsecured assessed valuation of the City of Escondido is now estimated at \$539,823,526 full value.

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

1. That the above recitations are true.
2. That the property tax rate within the City for the City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police, and Emergency Response Measure) for the fiscal year ending June 30, 2020, be and hereby is established at \$0.02383 per \$100 assessed value.

3. That the City Manager and the Deputy City Manager/Administrative Services are each hereby directed and authorized to take any and all actions necessary to ensure that such property tax rate is enrolled with the County of San Diego Auditor & Controller, including, but not limited to, filing the Tax Amount Rate Certificate attached hereto as Exhibit "A" and is incorporated by this reference.

\$61,520,000
CITY OF ESCONDIDO
San Diego County, California
General Obligation Refunding Bonds, Series 2015
(Fire, Police and Emergency Response Measure)

I, Sheryl Bennett, hereby certify that I am the Deputy City Manager/Administrative Services of the City of Escondido (the "City"), and as such I am authorized to execute this certificate on behalf of the City.

I hereby further certify that in connection with the City's \$61,520,000 General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure) the City Council has adopted the attached Resolution No. 2019-109 establishing the tax rate and fixed charge assessments for bonded indebtedness for 2019-20 and attached herewith is the summary for the calculation of the property tax rate for 2019-20.

IN WITNESS WHEREOF, I hereunto set my hand this 21st day of August, 2019.

CITY OF ESCONDIDO

By:

Sheryl Bennett, Deputy City Manager/
Administrative Services

**City of Escondido
 General Obligation Refunding Bonds, Series 2015
 Calculation of Debt Service Requirements
 Fiscal Year 2019-20**

Description	Delinquency Rate at 2.50%	FY 18-19 Tax Rate Calculation
Resources Required:		
FY 19-20 Debt Service Payments:		
March 2020	\$ 1,371,125.00	
September 2020	3,436,125.00	
Total Required		\$ 4,807,250.00
Resources Available:		
Cash as of June 30, 2019	4,229,917.76	
Debt Service Payment, September 2019	(3,385,250.00)	
Payment of Trustee Fees	(1,000.00)	
Consultant Fees	(3,050.00)	
Remaining Cash Resources after next Debt Service Payment	840,617.76	
FY 18-19 Property Tax Revenue Apportionment #13, not yet recorded in G/L	36,491.95	
Total Resources Available for FY 19-20 Debt Service Payments		877,109.71
		3,930,140.29
Unsecured Calculation:		
FY 19-20 Taxable Unsecured Assessed Valuation for the City - without Homeowners Exemptions	539,823,526.00	
Delinquency Factor	(13,495,588.15)	
Estimated Net Collectible Unsecured Assessed Valuation	526,327,937.85	
FY 18-19 Tax Rate Per \$100 of Net Assessed Value	0.025500	
Total Unsecured times Tax Rate divided by \$100		134,213.62
		\$ 3,795,926.67
Secured Calculation:		
FY 19-20 Taxable Secured Assessed Valuation for the City - without Homeowners Exemptions	16,336,228,727.00	
Delinquency Factor	(408,405,718.18)	
Estimated Net Collectible Secured Assessed Valuation	15,927,823,008.83	
Net FY 19-20 Collectible Taxable Secured Assessed Valuation divided by \$100		\$159,278,230.09
		0.02383



CITY COUNCIL STAFF REPORT

Consent Item No. 6

August 21, 2019

File No. 0600-10, A-3279

SUBJECT: Notice of Completion for the Multi Neighborhood Street Light LED Retrofit Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-113 to approve and accept the public improvements and authorize staff to file a Notice of Completion for the Multi Neighborhood Street Light LED Retrofit Project ("Project").

FISCAL ANALYSIS:

The Project was funded through a Community Development Block Grant ("CDBG") as well as General Capital Funds and General Street Funds programmed in the Capital Improvement Program ("CIP") budget for Street Light Retrofit projects. Staff approved change orders in the amount of \$31,235.25 to add the retrofitting of 119 additional streetlights to the contract. The final Project cost of \$221,235.25 was 16.4% over the contract value, and below the 25% contingency authorized for this Project.

PREVIOUS ACTION:

On January 16, 2019, the City Council adopted Resolution No. 2019-03, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with HMS Construction (Contractor), Inc., the lowest responsible bidder, in the amount of \$190,000; and authorizing staff to approve change orders up to 25% of the contract value for the Project in order to add more lights to the contract as a result of favorable bids.

BACKGROUND:

This Project featured the retrofitting of 644 non-LED streetlight and safety light fixtures with new LED luminaries in the area surrounding the following twelve (12) CDBG-eligible neighborhoods: Adams/Gamble, Calm Grove, Park Place, North Hickory, West Hillside Group, South Elm/Hickory, Los Arboles, Westside Involved Neighbors, Old Escondido Historic District, Tulip Group, and Orange Place Collaborative. Due to favorable bids, City Council authorized staff to approve change orders up to 25% of the contract value. This allowed an additional 119 streetlights to be retrofitted within CDBG eligible areas. LED Street lights provide a whiter light with a truer color rendering that benefits public safety. In addition, LED lights are energy efficient and reduce maintenance costs.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-113
Staff Report - Council

RESOLUTION NO. 2019-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY ENGINEER, ON BEHALF OF THE CITY, TO FILE A NOTICE OF COMPLETION FOR THE MULTI NEIGHBORHOOD STREET LIGHT LED RETROFIT PROJECT.

WHEREAS, on January 16, 2019, the City Council adopted Resolution No. 2019-03, authorizing execution of the Public Improvement Agreement for the construction of the Multi Neighborhood Street Light LED Retrofit Project (“Project”) in the amount of \$190,000; and authorizing staff to approve change orders up to 25 percent of the contract value for the Project to add the retrofit of additional lights; and

WHEREAS, the construction for Multi Neighborhood Street Light LED Retrofit Project was completed by HMS Construction, Inc.; and

WHEREAS, the City of Escondido staff and the City Engineer deems the filing of the Notice of Completion to be valid and recommends approval; and

WHEREAS, this City Council desires at this time and deem it to be in the best public interest to approve the filing of the Notice of Completion.

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 City Engineer.
3. That the City Council hereby approves the request to file a Notice of Completion for the Multi Neighborhood Street Light LED Retrofit Project.



CITY COUNCIL STAFF REPORT

Consent Item No. 7

August 21, 2019

File No. 0600-10, A-3306

SUBJECT: Reject All Bids for the 2019 Street Rehabilitation and Maintenance Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-121 rejecting all bids for the 2019 Street Rehabilitation and Maintenance Project ("Project").

FISCAL ANALYSIS:

The adopted Fiscal Year 18/19 Capital Improvement Project ("CIP") budget includes \$4,786,555 in TransNet, Gas Tax, and Road Maintenance and Rehabilitation funds for the City's Annual Pavement Management Program. Recycled pavement program grant funds in the amount of \$350,000 have also been secured in prior years.

BACKGROUND:

The 2019 Project will complete both rehabilitation and maintenance work as part of the City's Annual Street Maintenance Program and will focus on residential streets located in Maintenance Zone W, which is the area bound by State Route 78 to the north, Felicita Avenue to the south, and Interstate 15 to the west. Substantial work is also expected on several local collector and above classified streets.

On August 8, 2019, five (5) sealed bids were received in response to the advertised request for bids for the 2019 Street Rehabilitation and Maintenance Project. The base bid amounts were as follows:

Eagle Paving	\$5,397,200.00
Hazard Construction Co.	\$5,602,767.62
Ramona Paving & Construction Corp, Inc.	\$5,773,801.81
ATP General Engineering Contractors, LLC	\$5,915,272.67
All American Asphalt	\$6,320,744.00

After evaluation of the bids submitted, staff recommends that all bids be rejected and the Project be re-bid. The base bid amount is ten (10) percent higher than the Engineer's Estimate of \$4.9-Million. After discussing the Project with the contractors, changes to the contract documents can be made to reduce contract prices, including allowing more time for completion and changing how quantities for certain line items are measured and paid. Staff recommends that all bids be rejected and that the project be re-bid with these modifications.

Reject All Bids for the 2019 Street Rehabilitation and Maintenance Project
August 21, 2019
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APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-121

RESOLUTION NO. 2019-121

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REJECTION OF ALL
BIDS FOR THE 2019 STREET
REHABILITATION AND MAINTENANCE
PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the 2019 Street Rehabilitation and Maintenance Project (“Project”); and

WHEREAS, the City of Escondido (“City”) opened the sealed bids for the Project on August 8, 2019; and

WHEREAS, all bids received were at least ten-percent higher than the Engineer’s estimate; and

WHEREAS, City staff will update the bid documents to lower Project costs; and

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

WHEREAS, the Director of Engineering Services/City Engineer has recommended the rejection of all formal bids.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Engineering Services/City Engineer to reject all bids for the Project and to re-advertise

the Project for new bids.

3. That the City Council does, by adoption of this Resolution, approves the rejection all bids received and opened for the Project by the City Clerk on August 8, 2019, and directs staff to re-advertise for bids as soon as possible.



CITY COUNCIL STAFF REPORT

Consent Item No. 8

August 21, 2019

File No. 0600-10, A-3311

SUBJECT: Lease Agreement with Escondido Federal Credit Union at 201 North Broadway and the East Valley Community Center at 2245 East Valley Parkway

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-123, authorizing the Mayor to execute a Lease Agreement ("Agreement") with the Escondido Federal Credit Union ("EFCU") for leased office space at 201 North Broadway and an Automated Teller Machine ("ATM") located in the parking lot at 2245 East Valley Parkway.

FISCAL ANALYSIS:

Rental revenue, in the amount of \$2,423.25 per month, will be deposited into the General Fund.

PREVIOUS ACTION:

Resolution No. 2010-161 was adopted by the City Council on October 27, 2010, authorizing an existing Agreement with the EFCU. The Agreement was extended to January 4, 2016, via a First Amendment to the Lease Agreement, and approved by Resolution No. 2014-11 on February 12, 2014. The Second Amendment to Lease Agreement was approved by Resolution No. 2016-19 on February 3, 2016.

BACKGROUND:

The City of Escondido ("City") and EFCU entered into a Lease Agreement, dated January 4, 2011, for the lease of a 2,200 square foot portion of the second floor of City Hall at 201 North Broadway, Escondido, California 92025, for the purpose of operating a non-profit financial institution.

The area previously consisted of 746 square feet of space on the first floor and 2,200 square feet on the second floor. The space on the second floor has been vacated and EFCU now leases a total of 1,795 square feet on the first floor of City Hall. In addition, EFCU operates an ATM kiosk in the parking lot of the East Valley Community Center, located at 2245 East Valley Parkway.

The Lease Agreement is for a period of ten (10) years, and may be terminated with 180 days advanced written notice. EFCU will pay \$2,423.25 per month, which is fair market rent for a full service lease. Rent will be increased, based on the Consumer Price Index, not to exceed 3 percent per annum, in 2023 and in 2026.

Lease Agreement with Escondido Federal Credit Union at 201 N. Broadway and the East Valley
Community Center at 2245 East Valley Parkway
August 21, 2019
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APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-123
2. Resolution No. 2019-123 – Exhibit 1 – Lease Agreement

RESOLUTION NO. 2016-123

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR TO EXECUTE,
ON BEHALF OF THE CITY, A LEASE
AGREEMENT WITH ESCONDIDO FEDERAL
CREDIT UNION

WHEREAS, certain real property located at 201 North Broadway and 2245 East Valley Parkway, is owned by the City of Escondido ("City"); and currently leased by the Escondido Federal Credit Union; and

WHEREAS, the City and Escondido Federal Credit Union ("EFCU") desire to enter into a Lease Agreement ("Agreement") to allow EFCU to lease 1,795 square feet at 201 North Broadway to operate a nonprofit financial institution; and

WHEREAS, the Lease Agreement also includes an ATM kiosk, that is operated by EFCU, located in the parking lot at 2245 East Valley Parkway; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the Lease 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 Mayor is authorized to execute, on behalf of the City, a Lease Agreement on behalf of the City, in substantially the form attached to this Resolution as

Exhibit "1" and incorporated by this reference, and subject to final approval as to form by the City Attorney.



201 North Broadway

Lessee: Escondido Federal Credit Union

Term: 10 Years

Address: 201 North Broadway, Escondido, CA 92025

Date: _____, 2019



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CITY OF ESCONDIDO LEASE AGREEMENT

This Lease is made as of _____, 2019 between the City of Escondido (City) and Escondido Federal Credit Union (Lessee),

Section 1 Definition of Terms

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

- 1.1 **City.** The City means the City of Escondido, a California general law City.
- 1.2 **Lease.** Lease means this lease agreement.
- 1.3 **Lease Administrator.** The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.
- 1.4 **Lessee.** Lessee means Escondido Federal Credit Union and does not include its heirs, assigns, or successors-in-interest.
- 1.5 **Party.** Lessee or City may be referred to individually as Party or collectively as Parties.
- 1.6 **Premises.** Premises means a portion of the real property located at 201 North Broadway, Escondido, CA 92025, comprised of approximately 1,795 square feet, as depicted on **EXHIBIT A**.

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 Diana Wettig, whose address is:

Escondido Federal Credit Union
P.O. Box 1957
Escondido, CA 92033-1957



Section 3 Term

- 3.1 The term of this Lease shall be ten years, commencing on _____, 2019.
- 3.2 Hold Over. The occupancy of the Premises by Lessee, after the expiration of the Term shall be construed as a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving 120 days prior notice to Lessee.

Section 4 Termination of Lease

- 4.1 City may terminate this Lease at any time, at its sole discretion, by providing the other Party with 180 days written notice.
- 4.2 Default. If the City discovers at any time that the Lessee has violated any material provision of this Lease, City must notify Lessee of the violation and provide a period in which Lessee may cure the violation. In the event of a monetary violation, the cure period shall be 15 days. Should the violation be non-monetary, the cure period shall be 30 days. If the violation is not remedied during the cure period, the City may immediately terminate the Lease upon written notice.

Section 5 Vacation of Premises

- 5.1 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, conditions caused by acts of God, and conditions caused by the City.
- 5.2 Upon such termination, Lessee shall immediately:
 - A. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
 - B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 6 Rent

- 6.1 Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay monthly rent to City \$2,423.25 on or prior to



the first day of each month

Beginning in the fourth lease year (2023), rent shall be increased, and three years (2026) thereafter, by the Consumer Price Index, which is defined as the Annual Average Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor, Bureau of Labor Statistics for the San Diego area. In no event shall any rent increase exceed 3% per annum.

- 6.2 Lessee shall pay the telecommunication and office automation fund charges, which shall be billed directly from the City's Finance Department each month. City shall allow Lessee and its vendors reasonable access to spaces necessary for the installation, maintenance and repair of Lessee's information technology equipment.
- 6.3 Hold Over Rental Rate. The rent payments for any hold over will be equal to the previous year's Rental Rate plus five percent (5%).
- 6.4 Damage and Destruction of Premises. In the event the Premises are destroyed by fire, earthquake, or other casualty to such an extent as to render the same untenable in whole or in substantial part thereof, it shall be optional with the City to repair or rebuild the same, and while the Premises shall be untenable the rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof. If the City elects to not restore the Premises within 90 days of the date of occurrence, this Lease shall terminate upon written notice to Lessee.

Section 7 Security Deposit

N/A

Section 8 Late Payment

Rent payments received after the fifth business day of any month will be charged an additional 10% late payment fee.

Section 9 Services

- 9.1 City will provide and pay for utilities and maintenance service to the premises, including custodial service, maintenance and repair (excluding tenant's fixtures, equipment and improvements), electricity, water, trash removal, HVAC, plumbing and electrical maintenance, fire alarm monitoring and maintenance, security system monitoring and maintenance, carpet and flooring replacement and pest control. City shall not be responsible for any possessory interest property tax arising from Lessee's use of the Premises, or personal property taxes on any of the Lessee's assets. Notwithstanding



the foregoing, Lessee shall pay for any supplemental services, additional phone and data services and insurance as required in Section 18. Lessee and its employees shall have access to all common spaces within the City Hall building such as restrooms, conference rooms (as available), breakrooms and hallways. All upkeep and maintenance of those spaces shall be the responsibility of the City.

- 9.2 Lessee shall retain the four parking spaces currently marked for its use in the lot between North Broadway and the Council Chambers, until such time that the spaces may be required for City staff. If a parking space must be surrendered, a City parking pass will be provided, allowing parking within any unreserved parking spot. In addition, four spaces in the parking lot to the west of the Premises will be maintained as marked, short term parking for the use of Lessee's customers. Lessee, its employees and its customers shall be able to use vacant, unreserved parking spaces located elsewhere as available, subject to any posted restrictions.

Section 10 Taxes, Assessments and Fees

- 10.1 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.
- 10.2 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 11 Acceptance and Maintenance

- 11.1 Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is", with the following exceptions: 1) water leaks and damage in the areas around the ceiling and outside doors; 2) stained and soiled carpets. City is aware of the Lessee's intended use and is unaware of any current or pending conditions that would interfere with the Lessee's quiet enjoyment of the premises. Otherwise, Lessee acknowledges that the City makes no representations as to the condition or



suitability of the Premises or any improvements on the Premises. 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.

11.2 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. A certified access specialist can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require an inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining an inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the inspection, the payment of the fee for the inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. The Lessee hereby expressly agrees that the cost for any such inspection and any repairs or modifications necessary to correct violations of construction-related accessibility standards that are noted in a certified access specialist's inspection report are the sole responsibility of the Lessee.

11.3 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Notwithstanding the preceding, City will provide services as outlined in Section 9 and shall be responsible for repairs to exterior walls, glass, windows, window frames, window casements (including repairing, resealing, cleaning and replacing of both interior and exterior windows), foundation, roof and skylights of the Premises, the structural portions of the floor of the Premises, the maintenance of the load bearing and exterior walls of the Premises (including any painting, sealing, patching and waterproofing of such walls), heating and cooling systems, and systems providing necessary utilities to the Premises; provided, however, that if such repairs or maintenance are due to the negligence or willful misconduct of Lessee, City shall nevertheless make such repairs or perform such maintenance at Tenant's expense, or if covered by City's insurance, Lessee shall only be obligated to pay any deductible in connection therewith. Except as noted above, Lessee releases the City from the obligation to maintain any portion of the Premises.



11.4

Section 12 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, which shall not be unreasonably withheld, and only after obtaining applicable permits. Any tenant improvements and additional fixed 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, except for the wooden door installed by Tenant at its own expense, which connects the two portions of the Premises.

Section 13 Use

Lessee agrees to use the Premises for office space in operating a financial institution, consistent with this Lease. Additionally, Lessee agrees to use the Premises in accordance with the provisions and requirements contained in any permits required by the City of Escondido. 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 14 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 majority ownership interest in Lessee without written consent from the Lease Administrator.

Section 15 Conduct

Lessee shall not willfully or intentionally violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

Section 16 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 17 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 18 Insurance

- 18.1 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. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
 - C. Property insurance against all risk of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- 18.2 Each insurance policy required above must be acceptable to the City Attorney:
 - A. 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.
 - B. 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.
 - C. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 18.3 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. 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 60 days.

- 18.4 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 reasonably exist or are reasonably foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, and proportional to the risks created by the Lessee through its operations. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within 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.
- 18.5 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 19 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. However, the provisions of this Lease shall not be construed to indemnify City for claims or acts arising from City's negligence.



Section 20 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, or any other prohibited basis, 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 21 Supersedure

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

Section 22 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 thirty (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. Notwithstanding the foregoing, Lessee shall not be responsible for pre-existing conditions, or conditions caused by the City and its employees, officials, agents, and contractors. City warrants that it is not aware of any current environmentally hazardous conditions which could affect the Premises.

Section 23 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 San Diego County Superior Court or federal courts located in San Diego County, California.

Section 24 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 25 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 26 Amendment

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

Section 27 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 Lease as of the date set forth below.

ENTITY

Date: _____

Signature

Name, Title

CITY OF ESCONDIDO

Date: _____

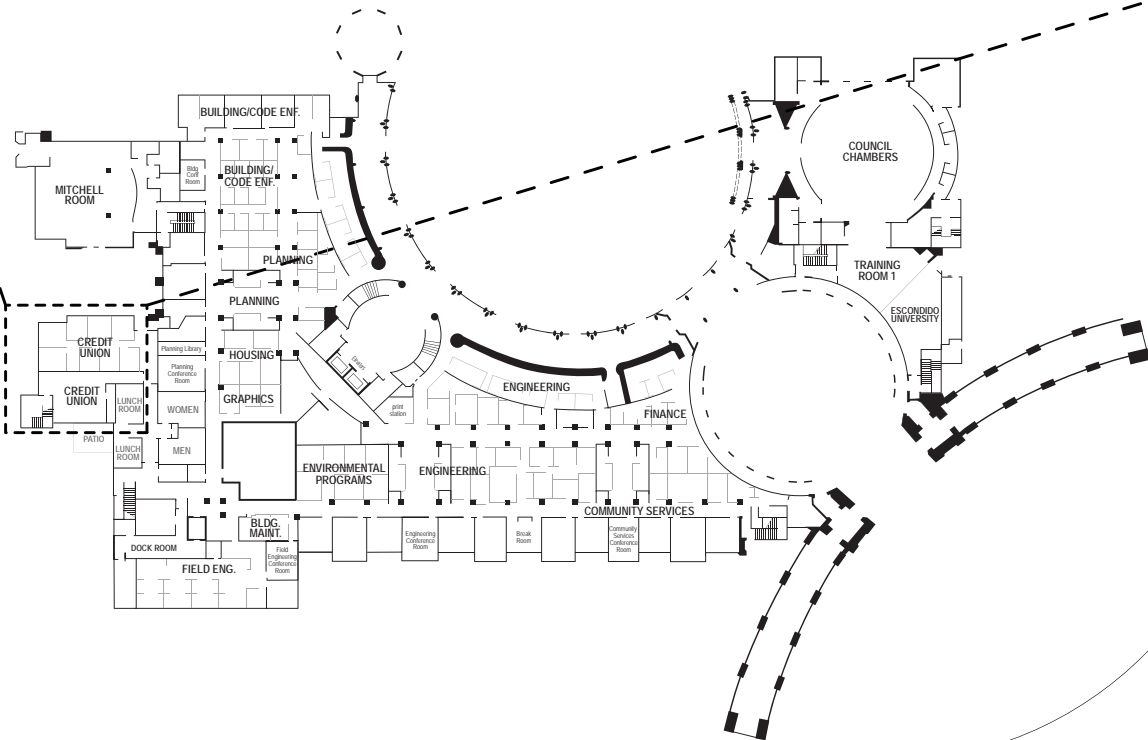
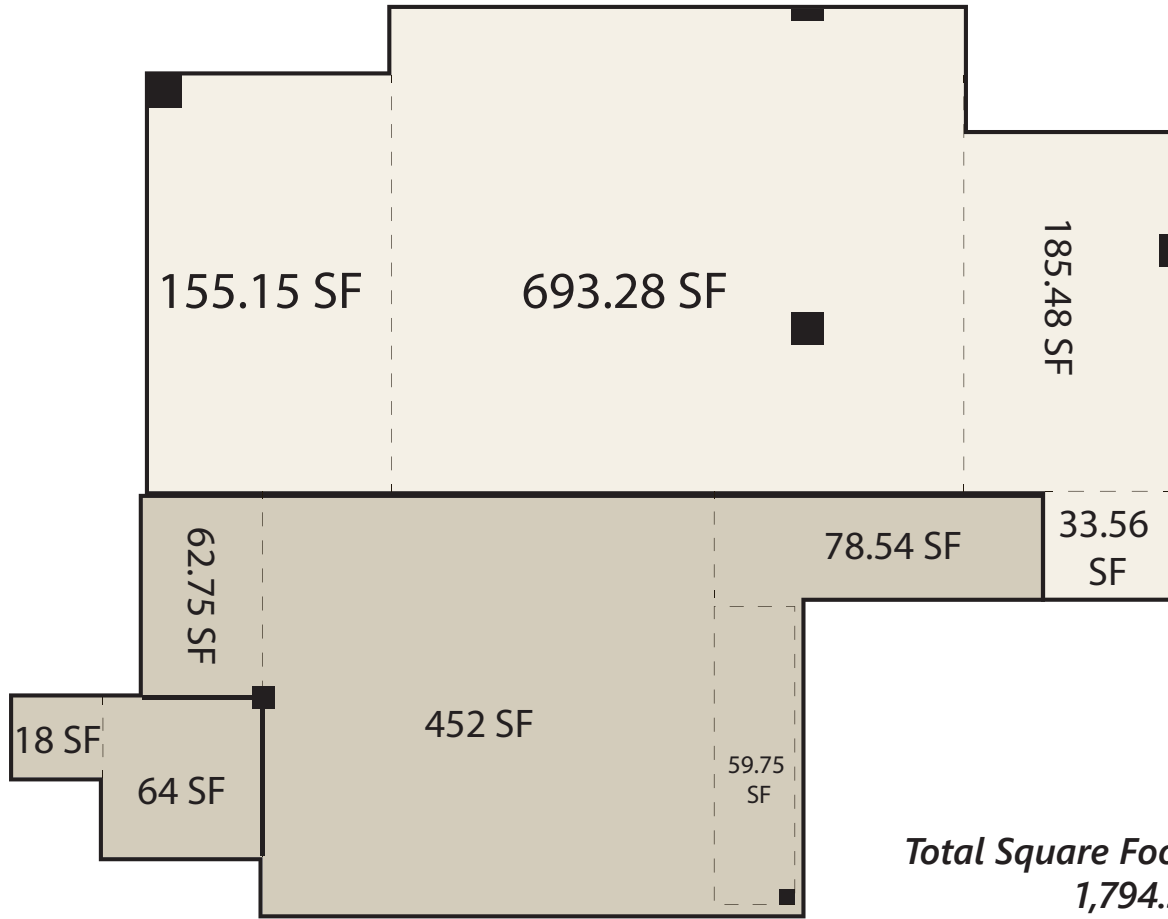
Paul McNamara, Mayor

APPROVED AS TO FORM:

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

By: _____

Escondido Credit Union Space Plan



BROADWAY

VALLEY PARKWAY



CITY COUNCIL STAFF REPORT

Consent Item No. 9

August 21, 2019

File No. 0600-10, A-3312

SUBJECT: Consulting Services Agreement for the Grand Avenue Vision Plan – Phase I

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-124 authorizing the Mayor to execute a Consulting Services Agreement (“Agreement”) with Kimley-Horn and Associates, Inc. in the amount of \$385,630 to continue public outreach and complete environmental clearance for the Vision Plan, and to design for the first phase of the Grand Avenue Streetscape Improvement Project (“Project”).

FISCAL ANALYSIS:

The estimated cost to implement the Grand Avenue Vision Plan between Escondido Boulevard and Juniper Street is \$15-Million. SANDAG selected the first phase project for partial funding in the amount of \$1,443,161. The City Council programmed \$1.1-Million in TransNet funds as a match for this project.

PREVIOUS ACTION:

On February 14, 2018, the City Council approved the Grand Avenue Vision Plan (Attachment 1) that was developed through a public process that included multiple stakeholders, including downtown merchants, property owners, residents and technical professionals, and authorized grant applications. A grant agreement with SANDAG to complete the first phase of the Vision Plan was approved by the City Council on February 13, 2019.

BACKGROUND:

The Community’s desire to develop a new vision for Grand Avenue was brought to the attention of the City Council in late 2015. The merchants and property owners expressed an interest in incorporating diagonal parking, widening sidewalks, and improving the ambiance for patrons of downtown businesses. A series of community meetings were held in 2017 to form the Vision Plan that was presented to the City Council in February 2018.

SANDAG has selected the City’s Phase I project (Attachment 2) for partial funding and a grant agreement was authorized in February 2019. Phase I includes reducing Grand Avenue to one lane in each direction between Juniper Street and Escondido Boulevard. Diagonal parking is to be added on one side of the street (except between Broadway and Kalmia Street where diagonal parking could be provided on both sides of the street, if desired). Between Maple Street and Kalmia Street, the medians are to be removed. The sidewalk is to be widened on one-side of the roadway between

Maple Street on Broadway. Lighting enhancements and improved pedestrian crossings are also included.

CONSULTANT SELECTION:

A request for proposals for design and environmental services was issued on May 20, 2019, and four (4) proposals were received. Staff recommends a consulting services agreement with Kimley-Horn and Associates, Inc. as the most qualified firm who offers the best value for the services to be provided.

Kimley-Horn & Associates, Inc.	\$385,630
Chen-Ryan	\$389,739
Little	\$402,024
Dokken Engineering	\$417,036

Kimley-Horn and Associates, Inc. was selected as the most qualified firm based on their experience on similar projects, including the Mission Avenue Streetscape project in Oceanside, as well as experience designing roundabouts and working with NCTD on bus realignments. In addition, Kimley-Horn and Associates, Inc. successfully prepared preliminary design and led public outreach for development of the Vision Plan.

SERVICES TO BE PROVIDED:

The consultant will conduct three (3) public/stakeholder outreach meetings to solicit input on the design, including back-in parking, interactive public art, and attractions. In addition, environmental documentation (initial study with negative declaration) for the Vision Plan will be prepared, including air quality, noise and traffic technical studies. The consultant will also perform detailed survey, prepare construction drawings, specifications, and provide support during bidding and construction. It is anticipated that the design process will take approximately one (1) year with construction following.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Attachment 1 Grand Avenue Vision Plan
2. Attachment 2 Grand Avenue Streetscape Improvement – Phase I Preliminary Striping Plan
3. Resolution No. 2019-124
4. Resolution No. 2019-124 Exhibit “1” Consulting Agreement

Figure 1: Grand Avenue Street Scape Concept Plan



Figure 2: Cross Section

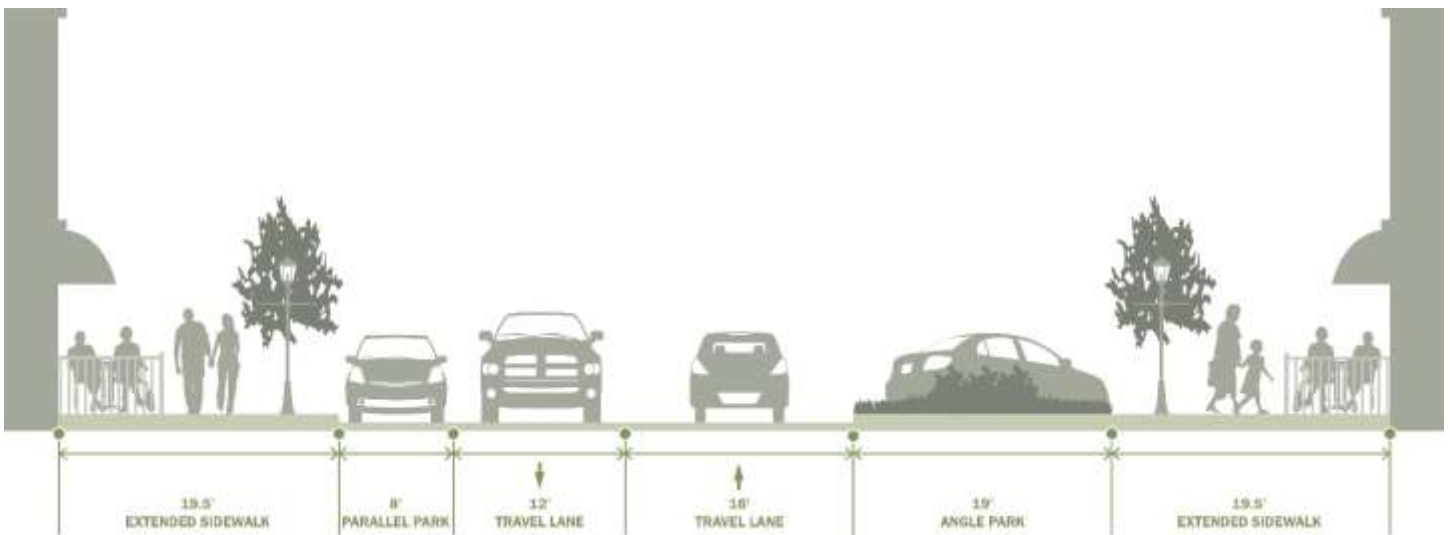


Figure 3: Idea Boards

BRANDING - Things to Consider



Community Cafe
Grand Avenue
ESCONDIDO
City of Choice

DESIGN - *Things to Consider*



Community Cafe

Grand Avenue



Figure 4: Meeting Photos – First Committee Meeting





CAFÉ Community Meeting

RESOLUTION NO. 2019-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE GRAND AVENUE VISION PLAN PHASE I

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) project budget; and

WHEREAS, the Engineering Services staff solicited and reviewed proposals from qualified consultants, and Engineering Services staff deemed Kimley-Horn and Associates, Inc. to be the most qualified and to offer the best value for services provided; and

WHEREAS, the Director of Engineering Services recommends the execution of a Consulting Agreement (“Agreement”) with Kimley-Horn and Associates, Inc. to provide public outreach, environmental clearance documentation and design for the Grand Avenue Streetscape Project – Phase I; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Consulting Agreement with Kimley-Horn and Associates, 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 the City Council accepts the recommendation of the Director of

Engineering Services/City Engineer.

3. That the Mayor is authorized to execute, on behalf of the City, an Agreement with Kimley-Horn and Associates, Inc. in the amount of \$385,630 to provide public outreach, environmental clearance documentation and design. A copy of the Consulting Agreement is attached as Exhibit "1" and is incorporated herein by this reference as though fully set forth.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Julie Procopio, P.E.
760-839-4001
("CITY")

And: Kimley-Horn and Associates, Inc.
401 B. Street, Suite 600
San Diego, CA 92101
Attn: Mark Araujo, P.E.
[619-744-0177
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to design and provide environmental clearance documentation for the Grand Avenue Vision Plan; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," for an amount not to exceed \$385,630. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

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

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. However, CONSULTANT's responsibility for defense costs shall not exceed the percentage of CONSULTANT's fault.
 10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
 11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
 12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
 13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
 14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
 15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
 16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

Signature

Name & Title (please print)

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.

Attachment A



August 6, 2019

Julie Procopio, PE
Director of Engineering Services/City Engineer
201 North Broadway
Escondido, CA 92025

Re: GRAND AVENUE VISION PROJECT – PHASE I

Dear Ms. Procopio:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Escondido (“City”) for providing Civil Design Plans, Specifications, and Estimate (“PS&E”) for the Grand Avenue Vision Project – Phase I.

PROJECT UNDERSTANDING

The City of Escondido secured \$1.44M Smart Growth Incentive Program funding from SANDAG. Additionally, the City Council approved a total of \$1.1M matching Transnet funds to implement the first phase of the community’s Vision Plan for Grand Avenue. The goal of the Vision Plan is to build on the identity of Grand Avenue as a charming historic street by improving the comfort and experience of its patrons, circulation, parking, and visibility to local businesses. The Civil scope of work is based on the green street improvements shown within the RFP as follows:

- Sidewalk widening on the north side along two blocks
- Median removal along two blocks
- Curb extensions at 3 intersections – to accommodate future traffic circles (12 curb ramps total)
- Signal modifications at three intersections
- Green Infrastructure and landscape enhancements within the widened sidewalk and curb extensions
- Lighting, electrical, and storm drain relocations to accommodate the infrastructure improvements.

This scope assumes all proposed improvements will lie within the City right-of-way.

AutoCAD 2018 will be utilized for all base files and deliverables within this scope. The files can be saved down to an earlier version (AutoCAD 2015), if requested by the Client.

KHA will contract with the following sub consultants:

- Aguirre & Associates, Inc – Topographic Survey
- Helix Environmental Planning, Inc. – Initial Study and Negative Declaration
- Underground Solutions – Dry Utility Potholing
- Ninyo & Moore – Geotechnical Exploration
- Selbert Perking Design – Branding Identity

- Horton Lees Brogden – Specialty Lighting (Optional)

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1: PROJECT ADMINISTRATION, MEETINGS & COORDINATION

Task 1.1: Project Administration

Kimley-Horn will provide project management and coordination with subconsultants. We will review sub-consultant team contracts, deliverables and prevailing wage monitoring and compliance during the subconsultants prevailing wage activities for the project. Kimley-Horn will develop a project schedule at the start of the project and will review and update it monthly. Kimley-Horn will track and manage the scope of work versus the agreed upon schedule. We anticipate the total duration of this scope of work (Tasks 1-8) to be 12 months.

Kimley-Horn will prepare a monthly progress report for work that has been accomplished in the month and work anticipated for the following month. The progress report will be submitted with each invoice.

Deliverables

- One electronic copy of the monthly invoices in accordance with contract requirements (PDF Format)
- One electronic copy of the monthly progress report (PDF Format)
- One electronic copy of the monthly project schedule (PDF Format)

Assumptions

- We estimate the total duration of this task and project to be 12 months.

Task 1.2: Project Meetings and Coordination

Kimley-Horn will coordinate with the City during the life of the project, this could include phone calls and/or site and office meetings to discuss specific project related items. Kimley-Horn estimates two (2) bi-weekly in-person meetings with City Staff, a total of 16 office meetings for the duration of the project. It is assumed that each meeting will be one (1) hour and require up to two (2) hours of preparation and will have up to two (2) Kimley-Horn team members in attendance.

Kimley-Horn will maintain an action item matrix that will be used to track action items, responsible parties identified throughout the duration of the project. The action item matrix will be presented at each bi-weekly meeting. The action item matrix will be kept up to date and will be provided to the City upon request.

Deliverables

- One electronic copy of the Meeting minutes (PDF Format)
- One electronic copy of the action item matrix (PDF Format)

Task 1.3: Project Initiation and Kick-Off

Kimley-Horn will facilitate a project kick-off meeting at the City of Escondido to discuss project schedule, design intent, budget and deliverables. The City shall provide direction on key design intent and site constraints, issues prior to starting the design process.

Kimley-Horn will present the project schedule as detailed in the scope to deliver the project, achieve project goals and objectives, and clarify any assumptions. The outlined process shall be organized and mapped to show the relationship between tasks to allow effective and timely planning of tasks, designate key project milestones and deliverable dates for each phase.

The project schedule will evaluate and incorporate the time relationships between design, procurement, permitting, and construction. The project lines of communication will be established between the Kimley-Horn and the City of Escondido. The level of involvement and roles for each task and phase will also be identified.

Deliverables

- One electronic copy of the project schedule (PDF Format)

TASK 2: SURVEY, UTILITY BASE MAPPING AND FIELD VERIFICATION

Task 2.1: Topographic Survey

Kimley-Horn will work with Aguirre & Associates to complete a topographic field survey for the project site. This field survey will include roadway sections every 25-ft from top of curb to top of curb, intersection survey, curb returns, top of curb, flowline, gutter lip, grade breaks, pedestrian ramps, concrete pads, limits of asphalt concrete and other changes in material. At the location where the sidewalk will be extended, additional focused survey will be captured including survey of existing building edges, doorways, building corners, street lights, trees, tree grates, railing, posts, site furniture, existing wet and dry utilities, all above ground appurtenances (valves, meters, hose bibs, manholes, cleanouts, handholes, risers, pull boxes, vaults, transformers, etc.) within the limits of work (outlined in the project understanding). Field work will include dipping up to four (4) gravity structures (storm drain and sewer cleanouts).

Deliverables

- Topographic Survey File (AutoCAD 2018).

Assumptions

- Topographic Survey support beyond the scope described herein will be considered an additional service.
- Record of Survey to document pre-construction survey monuments is not included as part of this scope.

Task 2.2: Dry Utility Base Mapping

The Kimley-Horn team will obtain readily available dry utility facility maps from the City and utility providers operating within the project area and create an existing dry utility base map to be used as a basis of design. Kimley-Horn will work with the City to obtain appropriate contact information utility providers within the area, and will send utility request letters and create a matrix to file existing dry utility information throughout the project site. Known dry utility types,

sizes, and materials will be added to the dry utility base map in an AutoCAD file for distribution to the design team. Dry utility infrastructure research will be limited to the project limits described in the project understanding

Deliverables

- Dry Utility Base Map (AutoCAD 2018).
- Dry Utility Grid Matrix (PDF Format).
- Facility Maps obtained from Utility Providers available upon request.
- Utility notification letters (and responses) available upon request.

Assumptions

- City to provide as-builts records.
- Utility request letters will be on City letter head.
- Utility companies may take up to two (2) months to respond to As-Built request letters.
- Subsurface utility investigation will not be included as part of this work.
- Profiles of existing pipes are excluded from the dry utility base mapping effort. AutoCAD drawings shall depict plan information only.
- It is possible that existing utilities that have been abandoned may not be properly indicate in As-Built information. There are instances that fiber optics lines or abandoned storm lines are discovered during construction. The team will map pertinent infrastructure on records files obtained.

Task 2.3: Wet Utility Base Mapping

Kimley-Horn will obtain readily available utility verification maps from the City and create an existing wet utility base map to be used as a basis of design. Known wet utility types, sizes, materials and as-built drawing numbers will be added to the wet utility base map in an AutoCAD file for distribution to the design team.

Deliverables

- Wet Utility Base Map (AutoCAD 2018).

Assumptions

- City to provide as-builts records.

Task 2.4: Field Verification

Kimley-Horn will create a master base file of the survey and wet and dry utilities. Two Kimley-Horn staff will field verify the base map and utility locations based on field conditions. Field notes and pictures will be taken to supplement design and document discrepancies. Discrepancies will be corrected as necessary.

Deliverables

- Site photos and field notes available upon request.

TASK 3: 30% PRELIMINARY ENGINEERING

Task 3.1: 30% Horizontal Design

Kimley-Horn will prepare one preliminary design drawing based upon the description in the RFP and input from City staff at the project initiation meeting. Kimley-Horn will create a preliminary layout of the traffic circles planned for Phase II in order to plan for future conditions. Up to two (2) rounds of comments and input from the City and the stakeholder's will be incorporated. Once the horizontal design has been finalized, Kimley-Horn will provide the City with a design summary that will document the final decisions and any constraints.

Task 3.2: 30% Opinion of Probable Construction Cost

Kimley-Horn shall prepare an OPCC for the 30% design. Up to two (2) rounds of revisions will be incorporated based on comments and input from the City and the stakeholder's. The OPCC will be presented to show the proposed bid items, unit prices, contingencies, and an overall cost.

Task 3.3: Project Theming, Identity and Preliminary Public Art Concept & Locations

Kimley-Horn will contract with Selbert Perking Design to develop three (3) public art concepts that will incorporate solicited information from the City, the Public Art Commission and the community. The concepts will provide suggested locations for the art based on vehicular and pedestrian circulation, decision points, other environmental factors along with size, styles and colors. One final board will be revised based on final public input. Approved features will be incorporated into the urban design plans.

Deliverables

- One electronic copy of the final version of the 30% horizontal design (PDF Format).
- One electronic copy of the 30% OPCC.
- Three alternative conceptual public art boards including one final revised board.

TASK 4: PUBLIC OUTREACH AND STAKEHOLDER COORDINATION

Task 4.1: Public Outreach and Coordination

Kimley-Horn will facilitate up to three (3) stakeholder meetings with the community and merchant/stakeholder working groups.

These meetings will evaluate the public support for implementing back in parking, realignment of the 351/352 bus route to adjacent parallel streets (Second Avenue and Valley Parkway) and impacts to specific businesses affected by the sidewalk widening and curb bulb-outs, types of potential interchangeable art and roundabout education including the benefits and operation.

Kimley-Horn will prepare a Bus Route Realignment exhibit that will illustrate the increase or decrease in miles between the proposed and the existing route. Once the City has approved the exhibit, Kimley-Horn will work with the City to present the exhibit to North County Transit District (NCTD) and at the public outreach meeting to gather support for realigning the bus route onto adjacent parallel streets.

A bus route realignment memorandum for the 351/352 NCTD bus line will be prepared for City's review in advance of the first meeting with NCTD.

It is assumed that each meeting will be one (1) hour and require up to two (2) hours of preparation and will have up to two (2) Kimley-Horn team members in attendance.

Deliverables

- Electronic copy of the meeting minutes (PDF Format).
- Bus Route Realignment Memorandum for the 351/352 NCTD bus route.
- Photo documentation of current site conditions and project milestone (such as workshops, community meetings, presentation to community groups).

Assumptions

- City to secure meeting location.
- City to coordinate advertising and invites for the community meetings.
- City responsible for posting information on the City website, if desired.

TASK 5: ENGINEERING REPORTS AND STUDIES

Task 5.1: Hydrology/ Hydraulics/Drainage Report

Kimley-Horn will evaluate existing and proposed storm drainage patterns and develop alternatives for collecting and disposing of onsite storm drainage. Consultant will identify the location of existing storm water detention/retention ponds, improvements to existing points of storm water, control of off-site drainage across site and general routing of underground drainage piping. Consultant will determine an appropriate means of collecting and conveying on-site storm drainage runoff to the point of discharge while conforming with regional and local codes and regulations.

It is assumed that the downstream storm drain infrastructure has sufficient capacity. Expansion of existing or design of a new storm system can be provided as an additional service.

Deliverables

- One electronic copy of the Drainage Report (PDF Format)
- One hard copy of the Drainage Report (8.5"x11")

Task 5.2: Green Street Exemption Letter Report

Kimley-Horn shall prepare a green street exemption memorandum documenting the feasible green street concepts included in the design.

Deliverables

- One electronic copy of a Green Street Exemption Memorandum (PDF Format).
- One hard copy of the Green Street Exemption Memorandum.

Task 5.3: Potholing

Kimley-Horn will contract with Underground Solutions (USI) who will perform pothole investigations for utilities determined to be in potential conflict with the proposed improvements, up to 6 potholes. USI will prepare a Pothole Data Report identifying the location, depth, material and size of utilities in question.

Deliverables

- One electronic copy the Pothole Report.
- One hard copy of the Pothole Report.

Assumptions

- After completion of our potholing, the potholes will be surface patched using hot-patch asphalt.
- Traffic control permit fees will be waived.

Task 5.4: Geotechnical Engineering

Kimley-Horn will contract with Ninyo & Moore who will provide geotechnical investigation services on Grand Avenue between Escondido Boulevard and Juniper Street as follows:

- Reviewing readily available background information, including previous geotechnical evaluation reports for the site, topographic and geologic maps, and stereoscopic aerial photographs.
- Submitting for and acquiring an encroachment permit from the City of Escondido in preparation for our field work. We have assumed that the permit fees will be waived by the City.
- Performing a geologic reconnaissance of the site to observe the existing conditions and to mark out proposed boring locations. Underground Service Alert (USA) will be contacted to mark underground utilities near the proposed boring locations.
- Coring the existing pavement to evaluate the pavement section thickness and to provide access to the subsurface materials.
- Manually excavating, sampling, and logging two (2) exploratory borings to depths of approximately 5 feet (or refusal). The borings will be logged and sampled by Ninyo & Moore personnel. Bulk samples of the encountered soils will be collected and transported to our inhouse laboratory for testing.
- Performing infiltration tests within the two borings. Infiltration tests will be performed in general accordance with the City of Escondido Storm Water guidelines. Per the City of Escondido guidelines, field infiltration testing is a two-day process that involves one day of preparation and a second day for the performance of the test itself.
- Performing geotechnical laboratory testing that may include an evaluation of in-situ moisture content (4 tests), R-value (1 test), and soil corrosivity (one sample tested for electrical resistivity, pH, chloride content and sulfate content).
- Compiling and analyzing data obtained from our background review, field evaluation, and laboratory testing.
- Preparing an illustrated written report providing our findings, conclusions, and geotechnical recommendations for the design and construction of proposed pavements and infiltration improvements.

Deliverables

- One electronic copy of the Geotechnical Investigation Report.
- One hard copy of the Geotechnical Investigation Report.

Assumptions

- Site access for Ninyo & Moore staff and vehicles will be granted and the site can be accessed during normal working hours (Monday through Friday, 8:00 am to 5:00 pm).
- Fees for the encroachment permit will be waived by the City of Escondido.
- After completion of our infiltration testing, the borings will be surface patched using Aquaphalt® materials or rapid-set concrete that has been dyed black. Reconstruction of cored pavements will not be required by the City of Escondido.
- Environmental sampling and testing of the subsurface soils and groundwater is not included within the scope of this proposal. A detailed cost for these services, if needed, may be provided upon your request.

Task 5.5: Initial Study and Negative Declaration (IS&ND), Air Quality and Noise Studies (Full Scope of Vision Plan)

Kimley-Horn will contract with HELIX who will prepare environmental documentation for the project in accordance with the requirements of the California Environmental Quality Act (CEQA). It is assumed that the CEQA compliance document prepared for the project will be an Initial Study (IS) and Negative Declaration (ND). This determination is based on the assumption that the project would not result in any potentially significant environmental impacts that would require mitigation, which will be verified upon completion of project-specific technical analysis and the IS. HELIX will also explore the possibility for the project to qualify for a CEQA Categorical Exemption.

Air Quality, Greenhouse Gas Emissions, and Energy

HELIX will prepare air quality, greenhouse gas (GHG), and energy analyses. Although the project size does not exceed the Air Quality Impact Analysis Trigger Criteria contained in the City's General Plan, Downtown Specific Plan, and Climate Action Plan Program Environmental Impact Report, HELIX will quantify criteria air pollutant emissions and compare them to the City of Escondido Daily Emission Screening Level Criteria (Article 47 of the City of Escondido Municipal Code). In the event that emissions exceed thresholds, mitigation measures will be identified to reduce impacts. Results of the analyses will be provided in the air quality, GHG, and energy sections of the Initial Study, with supporting model output sheets and calculations provided in an appendix to the IS/ND.

Noise and Vibration

Noise and vibration would be generated during construction as well as generated from additional bus traffic on nearby streets during operation of the project. Modeling of re-routed bus trips to nearby roadways will be analyzed to determine if additional traffic would significantly increase noise levels along those roadways.

Results of the noise and vibration analysis will be provided in the noise section of the Initial Study, with supporting model output sheets and calculations provided in an appendix to the IS/ND.

Initial Study Checklist

HELIX will prepare a draft Initial Study Checklist in the City's standard format that identifies environmental effects based on the questions included in the IS checklist. The City's IS checklist is based on the recently updated version of Appendix G of the State CEQA Guidelines. The IS will also rely on applicable information and analysis contained in the 2012 Final Environmental Impact Report for the General Plan Update, Downtown Specific Plan Update, and Climate Action Plan.

Negative Declaration

If, on the basis of the IS, the City makes the determination that a ND should be prepared for the project, HELIX will prepare a Draft ND that describes the proposed project and includes a finding that the proposed project would not have a significant effect on the environment. HELIX will prepare a Notice of Proposed ND according to the City's standard format, including brief discussions of the project location and description, location map, and public review information.

The responses to comments and revisions to the Draft ND (as needed) will be incorporated into the Final ND. Kimley-Horn will provide City with an electronic copy of a screencheck Final ND. One set of revisions will be completed in response to City comments, prior to finalizing the deliverables (comments are assumed to be minor, with no new or substantially revised analysis).

Deliverables

- One electronic and hard copy of the Initial Study and Negative Declaration.

Assumptions

- Electronic modeling for air quality, greenhouse gas (GHG) and energy will focus on emissions and energy consumption from construction only.
- Emissions and energy consumption will be estimated using an approved methodology such as the California Emissions Estimator Model (CalEEMod) or the Roadway Construction Emissions Model and available project-specific information or default assumptions.
- A Mitigation Monitoring and Reporting Program (MMRP) will not be required as part of the Final ND.
- The City will conduct all public noticing (including newspaper advertisements) and distribution of the Final ND.
- The City will be responsible for filing the NOD at the County Clerk within five days after adoption of the Final ND.

Task 5.7: Traffic Impact Analysis (TIA) Study

Kimley-Horn will prepare a TIA to evaluate the potential traffic impacts and operations of the proposed road diet. The scope of the study shall include intersections peak-hour evaluations (morning and afternoon peaks) and volume over capacity segment analysis along Grand Avenue. The intersection evaluation will include Grand Avenue at Escondido Boulevard, Maple Street, Broadway, Kalmia Street and Juniper Street. A pedestrian qualitative analysis will be included in the report. The scenarios to be analyzed will include existing, existing with project, opening day, opening day with project, horizon year and horizon year with project.

Deliverables

- One electronic copy of the Traffic Impact Analysis Study Memorandum.
- One hard copy of the Traffic Impact Analysis Study Memorandum.

Task 5.8: Quality Control/Assurances

Kimley-Horn will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Task 6: Partial 60% Submittal

Task 6.1: 60% Plans

Kimley-Horn will prepare 60% plans of the specific plans identified below for City’s review and comment. The design will be based on the final direction gathered from the City and the publics input. The design will also be based on the following standards: City of Escondido Design Standards, San Diego Regional Standards, San Diego County Design Standards, Caltrans Highway Design Manual and the 2014 California Manual on Uniform Traffic Control Devices (CA-MUTCD). Kimley-Horn’s design will consist of the following sheets:

Sheet Description		No. of Sheets	Scale
1	Urban Design & Landscape Plans and Details	4	1' = 20'
2	Irrigation Plans and Details	4	1' = 20'
3	Sign, Pavement Marking & WayFinding Plans, Notes and Details	3	1' = 40'
4	Traffic Signal Plans, Notes and Details	3	1' = 20'
5	Electrical Plans and Details	3	1' = 20'

Task 6.2: Opinion of Probable Construction Cost (OPCC)

Kimley-Horn shall prepare an OPCC for the Partial 60% submittal that will include cost identified in Task 3 (30% Preliminary Engineering). The OPCC will be presented to show the proposed bid items, unit prices, contingencies, and an overall cost.

Task 6.3: Quality Control/Assurances

Kimley-Horn shall will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Deliverables

- One electronic copy of the 60% Plans (PDF Format).
- Seven (7) hard copies of the 60% Plans.
- One electronic copy of the OPCC (PDF Format)
- Three (3) hard copies of the OPCC.
- One electronic copy of the 60% Comment Resolution Form (PDF Format)

Assumptions

- City will provide Standard General Conditions and General Provisions (Word Document).
- WayFinding will be limited to Bus Route Signage. Additional WayFinding beyond this scope can be performed at the City's direction by Kimley-Horn's partners
- City will provide one (1) set of consolidated review comments.
- Adequate water pressure will be available for the specified performance of the irrigation system. Pressure readings and/or pump station design is not considered a part of this scope of work.

Task 7: 90% PLANS, SPECIFICATIONS AND OPINION OF PROBABLE CONSTRUCTION COST (PS&E)

Task 7.1: 90% Plans

After the City has concluded their review of the Partial 60% Submittal, Kimley-Horn will provide written responses to the City's single set of consolidated, non-conflicting comments. Kimley-Horn will attend one meeting with the City to review comments and resolve any outstanding issues. Kimley-Horn will prepare a 90% PS&E package based on the final horizontal layout developed in Task 3.1.

Sheet Description		No. of Sheets	Scale
1	Title Sheet	1	NTS
2	Legend, Abbreviations and General Notes Sheets	2	NTS
3	Demolition Plans	2	1' = 20'
4	Improvement Plans and Profiles	3	1' = 20'
5	Curb Ramp & Driveway Staking Details	2	1' = 5'
6	Drainage Plans	3	1' = 20'
7	BMP Plans	2	1' = 10'
8	Construction Details	5	NTS
9	Urban Design & Landscape Plans and Details	4	1' = 20'
10	Irrigation Plans and Details	4	1' = 20'
11	Sign, Pavement Marking & WayFinding Plans, Notes and Details	3	1' = 40'
12	Traffic Signal Plans, Notes and Details	3	1' = 20'
13	Electrical Plans and Details	3	1' = 20'

Task 7.2: Standard Special Provision/Specifications

Kimley-Horn shall prepare standard special provisions/specifications for the 60% submittal. The special provisions shall refer to the 2018 standard specifications for Public Works Construction (Greenbook) and amended by the City's Standard General Conditions and General Provisions, as necessary. Additional source documents may be used by Kimley-Horn to cover urban design and landscape, irrigation, and other project features not covered by the City Standard General Conditions and General Provisions or Greenbook.

Task 7.3: Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will revise the projects OPCC based on the City's comments and revisions made to the plans.

Task 7.4: Quality Control/ Assurances

Kimley-Horn will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Task 7.5: Comment Resolution Meeting

After the City has concluded their review of the 90% PS&E package, Kimley-Horn will attend one meeting with the City to review comments and resolve remaining issues. Kimley-Horn will provide written responses to the consolidated set of comments one day prior to the comment resolution meeting.

Deliverables

- One electronic copy of the 90% Plans (PDF Format).
- Seven (7) hard copies of the 90% Plans.
- One electronic copy of the OPCC (PDF Format).
- Three (3) hard copies of the OPCC.
- One electronic copy of the Standard Special Provisions/Specifications (PDF Format).
- Three (3) hard copies of the Standard Special Provisions/Specifications.
- One electronic copy of the 90% Comment Resolution (PDF Format).

Assumptions

- City will provide one (1) set of consolidated review comments.

TASK 8: 100% PLANS, TECHNICAL SPECIFICATIONS AND ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (PS&E)

Task 8.1: 100% Plans

Kimley-Horn will finalize the 100% plan sheets based on direction agreed upon during 90% comment resolution meeting.

Task 8.2: Standard Special Provision/Specifications

Kimley-Horn will finalize the 100% standard special provisions/specification based on direction agreed upon during 90% comment resolution meeting.

Task 8.3: Opinion of Probable Construction Cost

Kimley-Horn will finalize the 100% OPCC based on direction agreed upon during 90% comment resolution meeting.

Task 8.4: Quality Control/ Assurances

Kimley-Horn shall will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Deliverables

- One copy pdf and excel of the revised signal timing plans.

Deliverables

- One Mylar copy of full size plans (24"x36").
- One electronic copy of the 100% OPCC (PDF Format).
- One electronic copy Technical Specifications (Word Document).
- 100% Comment Resolution (PDF Format).
- AutoCAD Design Files (2018).

TASK 9: BID PHASE SUPPORT SERVICES

The duration of the bidding phase is assumed to be 1 month. Kimley-Horn shall provide bidding phase support services and the effort shall include the following:

Task 9.1: Bid Phase Support Services

Kimley-Horn shall respond to Requests for Clarification and questions from bidders; prepare contents for addenda to be issued by the City; assist in evaluating bids as requested by the City during bid evaluation; revise plans and specifications as required by addenda; and prepare conformed set of drawings (24 x 36") and technical specifications (letter) to be presented at pre-construction meeting.

Assumptions

This task assumes up to 5 hours of effort only. Bid support beyond the scope and effort described herein will be considered an additional service.

Deliverables

- One electronic copy of the Conformed Plans (24"x36") and Technical Specifications.
- One hard copy of Conformed Plans and Technical Specifications.

TASK 10: DESIGN SERVICES DURING CONSTRUCTION (DSDC)

The duration of construction is assumed to be 12 months. Kimley-Horn shall provide DSDC and the effort shall include the following:

Task 10.1: Coordination with Construction Management (CM) Team

Coordinate with and provide consultation to City's Project Manager (City PM) and City's Construction Manager (City CM), either in person or via telephone/email during the construction phase of the project. Kimley-Horn will attend external meetings with City and its oversight staff, and meetings with utility owners or others to resolve issues and gain approvals.

Task 10.2: Construction Meetings

Attend up to one (1) Jobsite Meeting. The meeting is anticipated to be two (2) hours long.

Task 10.3: Respond to Requests for Information (RFI)

As directed by the RE, Kimley-Horn will review and respond to reasonable and appropriate Contractor RFIs forwarded from the City CM and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City CM.

Task 10.4: Prepare Design Revisions

Kimley-Horn will prepare revisions to design plans and technical specifications as directed by the City PM. Design revisions will be annotated in a manner directed by the City PM. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with the City to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the plans and specifications. Design revisions may be in response to action required by an RFI, CCO, an unforeseen site condition, informal value-engineering, etc. and will be annotated in a manner directed by City CM.

Task 10.5: Utility Conflict Resolution

As directed by the RE, Kimley-Horn will investigate utility conflicts discovered in construction and assist in resolution.

Task 10.6: Punch List and Closeout Activities

As the project nears substantial completion, Kimley-Horn will assist the City CM Team in preparing a punch list of items to be addressed and to prepare record drawings in AutoCAD 2018 based on the red lines provided by the Contractor. Kimley-Horn shall rely on the plan redlines prepared by the contractor and the City CM during the construction to develop the record drawings. The contractor will provide to the design team their set of redlined plans showing changes made to the work. These redlines and revision clouds will be incorporated onto one (1) consolidated final plan. The final plan revisions (PDF Format) will be clouded (if requested) and pdf files of the construction drawings will be sent to the Client for processing and approval. Final Mylar will be printed and submitted to the City after approval.

Assumptions

- Services do not include revising the City approved mylars.

Task 10.7: Signal Timing Plans

Kimley-Horn will prepare new signal timing plans for the intersections of Grand Avenue and Escondido Boulevard, Grand Avenue and Broadway and Grand Avenue and Juniper Street. The revised signal timing plans will incorporate changes on the cycle length, flash don't walk, walk time and minimum clearance based on the new roadway configuration. Kimley-Horn will utilize the synchro network created as part of task 5.10 to evaluate signal timing parameters.

Task 10.8: Project Administration (Invoicing and Progress Reports)

Kimley-Horn shall provide monthly invoices with a format that matches previous formats.

Assumptions

Task 10 assumes up to 18 hours of effort only. DSDC beyond the scope and 18 hours of effort described herein will be considered an additional service.

INFORMATION PROVIDED BY THE CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of information provided by the City. The City will provide information requested by Kimley-Horn during the project. Information provided by the client will be as follows:

- City will provide Standard General Conditions and General Provisions (Word Document).
- The City will provide all as-built reference construction documents for existing improvements, (wet and dry utilities).

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Bid services and DSDC beyond the effort identified
- Grant support
- SWPPP
- Water Pollution Control Plans
- GIS Services
- Color exhibits and/or rendered Landscape and Hardscape plans, perspectives, and/or elevations
- Construction Phasing Plans
- Franchise utility studies and/or design
- Construction Staking
- Replacement of existing monuments (disturbed during construction)
- Title report research
- Coordination with property owners
- Payment of agency fees and deposits (if required, agency fees paid by Kimley-Horn will be reimbursed by the Client)
- Pressure readings and/or pump station design
- Hydraulic design and sizing calculations for existing or proposed water and sewer mains
- Attendance at Public Hearings and/or preparation of graphics beyond the scope
- Construction phasing plans

EXCLUSIONS

Any services other services, including but not limited to the following, are not included in this Agreement:

- Hazardous and remediation services.
- Dry utility studies and design.
- Wet utility studies and/or design outside of the defined scope herein.
- Construction staking survey.
- Final mapping services.
- Utility relocations outside the limits of work.
- Greenhouse gas evaluation.



SCHEDULE

Kimley-Horn will complete the services contained in Tasks 1 – 8 within 12 months from notice to proceed. This schedule is flexible and is negotiable. If the City determines that they would prefer a more aggressive schedule, Kimley-Horn will make necessary adjustments to meet the City's needs. Task 10 will be undertaken once the construction contract has been awarded.

FEE AND EXPENSES

Kimley-Horn and Subconsultant Fees for the scope of services outlined in Tasks 1 – 10 will be performed on a time and material not to exceed basis of \$272,505 and \$111,123, respectively. For a Grand Total of \$385,630 (see **Exhibit A**).

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at (619) 744-0177 or mark.araujo@kimley-horn.com.

Very truly yours,

KIMLEY-HORN

A handwritten signature in blue ink, appearing to read "Mark Araujo".

Mark Araujo, PE
Project Manager

A handwritten signature in black ink, appearing to read "Dennis Landaal".

Dennis Landaal, PE
Senior Vice President



EXHIBIT A
Estimate of Cost for Proposed Design Services

City of Escondido
 Grand Avenue Vision Project - Phase I
 August 2019

Task	Rates and Hours											Sub Consultant	Sub Consultant	Total Cost
	P8	P7/P6	P5	P4/P3	P2/P0	Senior Support Staff	Support Staff	Total Hours	Kimley- Horn Cost	Sub Consultant Cost				
	Senior Tech. Advisor	Senior Professional	Professional	Analyst I	Analyst II									
Description	\$285.00	\$225.00	\$175.00	\$150.00	\$125.00	\$110.00	\$100.00							
Task 1 - Project Administration, Meetings & Coordination	0	26	100	40	2	6	26	200	\$32,860.00					\$32,860.00
1.1 - Project Administration			32			6	26	64	\$8,860.00					\$8,860.00
1.2 - Project Meetings and Coordination		24	64	40				128	\$22,600.00					\$22,600.00
1.3 - Project Initiation and Kick-off		2	4		2			8	\$1,400.00					\$1,400.00
Task 2 - Survey, Utility Base Mapping and Field Verification	0	0	8	15	21	0		48	\$6,675.00	\$28,218.00				\$34,893.00
2.1 - Topographic Survey			2	4	2			8	\$1,200.00	\$28,218.00	Aguirre			\$29,418.00
2.2 - Dry Utility Base Mapping			2	4	8		4	18	\$2,350.00					\$2,350.00
2.3 - Wet Utility Base Mapping			2	4	8			14	\$1,950.00					\$1,950.00
2.4 - Field Verification			2	3	3			8	\$1,175.00					\$1,175.00
Task 3 - 30% Preliminary Engineering	4	2	34	36	46	0		122	\$18,690.00	\$15,000.00				\$33,690.00
3.1 - 30% Horizontal Design 1" = 20' Scale			18	24	24			66	\$9,750.00					\$9,750.00
3.2 - 30% Opinion of Probable Construction Cost			2	4	12			18	\$2,450.00					\$2,450.00
3.3 - Project Theming, Identity and Preliminary Public Art Concept Locations	4	2	14	8	10			38	\$6,490.00	\$15,000.00	SPD			\$21,490.00
Task 4 - Public Outreach and Stakeholder Coordination	24	6	40	8	16	0	6	100	\$18,990.00					\$18,990.00
4.1 - Public Outreach and Coordination	24	6	40	8	16		6	100	\$18,990.00					\$18,990.00
Task 5 - Engineering Reports and Studies	2	16	32	74	70	0		198	\$30,020.00	\$67,905.00				\$97,925.00
5.1 - Hydrology & Hydraulics/Drainage Report			2	40	24		2	68	\$9,550.00					\$9,550.00
5.2 - Green Street Exemption Memorandum			2	24	6			32	\$4,700.00					\$4,700.00
5.3 - Potholing			2	4				6	\$950.00	\$11,325.00	USI			\$12,275.00
5.4 - Geotechnical Engineering			2	4				6	\$950.00	\$21,400.00	N&M			\$22,350.00
5.5 - Initial Study and Negative Declaration, Air Quality and Noise Studies (Full Scope of Vision Plan)		2	6	2				10	\$1,800.00	\$35,180.00	Helix			\$36,980.00
5.6 - Traffic Impact Analysis (TIA) Study	2	4	18		40			64	\$9,620.00					\$9,620.00
5.7 - Quality Control/Assurance		10					2	12	\$2,450.00					\$2,450.00



EXHIBIT A
Estimate of Cost for Proposed Design Services

City of Escondido
 Grand Avenue Vision Project - Phase I
 August 2019

Task	Rates and Hours												
	P8	P7/P6	P5	P4/P3	P2/P0						Sub Consultant Cost	Sub Consultant	Total Cost
	Senior Tech. Advisor	Senior Professional	Professional	Analyst I	Analyst II	Senior Support Staff	Support Staff	Total Hours	Kimley- Horn Cost				
Description	\$285.00	\$225.00	\$175.00	\$150.00	\$125.00	\$110.00	\$100.00						
Task 6 - Partial 60% Submittal	0	11	91	3	176	0	0	281	\$40,850.00				\$40,850.00
6.1 - 60% Plans	0	3	88	0	170	0	0	261	\$37,325.00				\$37,325.00
Urban Design & Landscape Plans and Details (4 Sheets)			20		30			50	\$7,250.00				\$7,250.00
Irrigation Plans and Details (4 Sheet)			20		30			50	\$7,250.00				\$7,250.00
Sign, Pavement Marking & WayFinding Plans, Notes and Details 1' = 40" Scale (3 Sheet)		2	6		24			32	\$4,500.00				\$4,500.00
Traffic Signal Plans, Notes and Details (3 Sheet)			32		54			86	\$12,350.00				\$12,350.00
Electrical Plans and Details (4 Sheets)		1	10		32			43	\$5,975.00				\$5,975.00
6.2 - Opinion of Probable Construction Cost (OPCC)					6			6	\$750.00				\$750.00
6.3 - Quality Control/Quality Assurance		6						6	\$1,350.00				\$1,350.00
6.4 - Comment Resolution Meeting		2	3	3				8	\$1,425.00				\$1,425.00
Task 7 - 90% Plans, Specifications and Opinion of Probable Construction Cost	0	36	128	187	407	0	4	762	\$109,825.00				\$109,825.00
7.1 - 90% Plans	0	8	109	185	401	0	0	703	\$98,750.00				\$98,750.00
Title Sheet (1 Sheet)				2	7			9	\$1,175.00				\$1,175.00
Legend, Abbreviations and General Notes Sheets (2 Sheets)				1	5			6	\$775.00				\$775.00
Demolition Plans 1" = 20' Scale (2 Sheets)			2	10	56			68	\$8,850.00				\$8,850.00
Improvement Plans and Profiles 1" = 20' Scale (3 Sheets)			16	90	62			168	\$24,050.00				\$24,050.00
Curb Ramp & Driveway Staking Details 1' = 5" Scale (2 Sheets)			3	18	28			49	\$6,725.00				\$6,725.00
Drainage & BMP Plans 1' = 20" Scale (4 Sheet)		1	3	42	46			92	\$12,800.00				\$12,800.00
Construction Details (4 Sheet)		2	13	22	45			82	\$11,650.00				\$11,650.00
Urban Design & Landscape Plans and Details (4 Sheets)			22		40			62	\$8,850.00				\$8,850.00
Irrigation Plans and Details (4 Sheet)			22		40			62	\$8,850.00				\$8,850.00
Sign, Pavement Marking & WayFinding Plans, Notes and Details 1' = 40" Scale (3 Sheet)		1	4		10			15	\$2,175.00				\$2,175.00
Traffic Signal Plans, Notes and Details (3 Sheet)		4	18		40			62	\$9,050.00				\$9,050.00
Electrical Plans and Details (4 Sheets)			6		22			28	\$3,800.00				\$3,800.00
7.2 - Standard Special Provisions/Specifications		1	10				2	13	\$2,175.00				\$2,175.00
7.3 - Opinion of Probable Construction Cost (OPCC)			2	2	6			10	\$1,400.00				\$1,400.00
7.4 - Quality Control/Quality Assurance		24	2				2	28	\$5,950.00				\$5,950.00
7.5 - Comment Resolution Meeting		3	5					8	\$1,550.00				\$1,550.00



EXHIBIT A
Estimate of Cost for Proposed Design Services

City of Escondido
 Grand Avenue Vision Project - Phase I
 August 2019

Task	Rates and Hours													
	P8	P7/P6	P5	P4/P3	P2/P0						Sub Consultant Cost	Sub Consultant	Total Cost	
	Senior Tech. Advisor	Senior Professional	Professional	Analyst I	Analyst II	Senior Support Staff	Support Staff	Total Hours	Kimley- Horn Cost					
Description	\$285.00	\$225.00	\$175.00	\$150.00	\$125.00	\$110.00	\$100.00							
Task 8 - 100% Plans, Specifications and Opinion of Probable Construction Cost	0	10	16	4	28	0	2	60	\$9,350.00				\$9,350.00	
8.1 - 100% Plans	0	2	11	3	26	0	0	42	\$6,075.00				\$6,075.00	
Title Sheet (1 Sheet)					1			1	\$125.00				\$125.00	
Legend, Abbreviations and General Notes Sheets (2 Sheets)					0			0	\$0.00				\$0.00	
Demolition Plans 1" = 20' Scale (2 Sheets)					1			1	\$125.00				\$125.00	
Improvement Plans and Profiles 1" = 20' Scale (3 Sheets)				2	2			4	\$550.00				\$550.00	
Curb Ramp & Driveway Staking Details 1' = 5" Scale (2 Sheets)					2			2	\$250.00				\$250.00	
Drainage & BMP Plans 1' = 20" Scale (4 Sheet)					2			2	\$250.00				\$250.00	
Construction Details (4 Sheet)				1	2			3	\$400.00				\$400.00	
Urban Design & Landscape Plans and Details (4 Sheets)			2		2			4	\$600.00				\$600.00	
Irrigation Plans and Details (4 Sheet)			2		2			4	\$600.00				\$600.00	
Sign, Pavement Marking & WayFinding Plans, Notes and Details 1' = 40" Scale (3			1		2			3	\$425.00				\$425.00	
Traffic Signal Plans, Notes and Details (3 Sheet)		2	4		8			14	\$2,150.00				\$2,150.00	
Electrical Plans and Details (4 Sheets)			2		2			4	\$600.00				\$600.00	
8.2 - Standard Special Provisions/Specifications			4				1	5	\$800.00				\$800.00	
8.3 - Opinion of Probable Construction Cost (OPCC)			1	1	2			4	\$575.00				\$575.00	
8.4 - Quality Control/Quality Assurance		8					1	9	\$1,900.00				\$1,900.00	
Sub-Total Design Cost (Task 1-8) (Rounded to the nearest \$1)	30	107	449	367	766	6	38	1771	\$267,260.00				\$378,383.00	
Task 9 - Bid Phase Support Services	0	1	1	0	1	1	1	5	\$735.00				\$735.00	
9.1 - Bid Phase Support Services		1	1		1	1	1	5	\$735.00				\$735.00	
Task 10 - Design Services During Construction	0	5	15	2	2	1	1	26	\$4,510.00				\$4,510.00	
10.1 - Coordination with Construction Management (CM) Team			1					1	\$175.00				\$175.00	
10.2 - Construction Meetings (up to one (1))			1					1	\$175.00				\$175.00	
10.3 - Respond to Requests for Information (RFI)		1	1					2	\$400.00				\$400.00	
10.4 - Prepare Design Revisions		1	1	1	1			4	\$675.00				\$675.00	
10.5 - Utility Conflict Resolution			1					1	\$175.00				\$175.00	
10.6 - Punch List and Closeout Activities		1	1	1	1			4	\$675.00				\$675.00	
10.7 - Signal Timing		2	8					10	\$1,850.00				\$1,850.00	
10.8 - Project Administration			1			1	1	3	\$385.00				\$385.00	



EXHIBIT A
Estimate of Cost for Proposed Design Services

City of Escondido
 Grand Avenue Vision Project - Phase I
 August 2019

Task	Rates and Hours											
	P8	P7/P6	P5	P4/P3	P2/P0							
	Senior Tech. Advisor	Senior Professional	Professional	Analyst I	Analyst II	Senior Support Staff	Support Staff	Total Hours	Kimley- Horn Cost	Sub Consultant Cost	Sub Consultant	Total Cost
Description	\$285.00	\$225.00	\$175.00	\$150.00	\$125.00	\$110.00	\$100.00					
Sub-Total (Task 9-10)	0	6	16	2	3	2	2	31	\$5,245.00	\$111,123.00		\$5,245.00
KH Expenses												\$2,000.00
Grand Total (Task 1-10) (Rounded to the nearest \$1)									\$272,505.00			\$385,630.00

ATTACHMENT B

Project: Grand Avenue Vision Phase I

Kimley-Horn Staff	
Category	Name
Senior Technical Advisor	Dave Sorenson
Senior Professional	Leo Espelet
Senior Professional	Sean Houck
Senior Professional	Pete Ritchey
Professional	Mark Araujo
Professional	Randall Kopff



CITY COUNCIL STAFF REPORT

Consent Item No. 10

August 21, 2019

File No. 0600-10, A-3313

SUBJECT: Consulting Services Agreement for the Design of the Escondido Creek Trail Improvements Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-125 authorizing the Mayor to execute a Consulting Services Agreement (“Agreement”) with KOA Corporation in the amount of \$160,960 for the design of the Escondido Creek Trail Improvements Project (“Project”).

FISCAL ANALYSIS:

This Project will be fully funded with an Active Transportation Program Grant. Funds in the amount of \$200,000 were allocated for design in May 2019 by the California Transportation Commission (CTC).

PREVIOUS ACTION:

In June 2016, the City Council authorized staff to apply for ATP grants in the amount of \$1,632,000 for the Project. The City of Escondido’s (“City”) application was selected for funding and in March 2018 “augmentation” funding was approved to allow the Project to move forward earlier in the funding cycle. Caltrans provided the grant agreements.

In November 2018, the City Council adopted Resolution No. 2018-182 authorizing the Director of Engineering Services/City Engineer to execute grant agreement for the Active Transportation Grant Program for the Project. Grant funding in the amount of \$1,632,000 is available with no City match.

BACKGROUND:

For the past several years, the City has actively pursued the extension and improvement of the Escondido Creek Trail. Earlier this year, the Missing Link project was completed, installing a Class IV Cycle Track, and filling the gap in the Creek Trail between the Escondido Transit Center and Broadway. The City also awarded a contract in June 2019 to construct a signalized pedestrian crossing at the El Norte Parkway Creek Trail Crossing.

This Project focuses on 2.5 miles of the Escondido Creek Trail between Juniper Street and Citrus Avenue. In the Escondido Creek Trail Master Plan (2012), pedestrian crosswalks were planned for these locations. Since the acceptance of the Creek Trail Master Plan, the City has adopted a Traffic Management Toolbox as well as a revised City of Escondido Crosswalk Policy (Traffic Policy #4).

These new standards allow for innovative traffic calming and traffic safety measures in addition to those discussed in the Master Plan, including pedestrian activated rapid flashing beacons, high visibility crosswalks, pedestrian refuges, and pedestrian signals.

At each of the seven (7) locations where the Creek Trail intersects a roadway, the Project will provide appropriate pedestrian crosswalk treatments, including pedestrian signals, lighting, signage, striping, and pedestrian ramps as necessary. The Project will result in a fully connected trail extending through Escondido's urban core from the Transit Center to the eastern City limits nearly five (5) miles away.

A Request for Proposals (RFP) was published and proposals from two (2) qualified consulting firms were received on July 18, 2019. After evaluating the proposals submitted, Engineering Services staff deemed KOA Corporation to be the most qualified firm that provided the best approach to the Project. ATP guidelines do not permit opening of the cost proposals from other firms, unless the cost proposal provided is more than the estimated cost. KOA Corporation's cost proposal is \$160,960, which is 8 percent less than the Engineer's Estimate of \$175,000.

Staff recommends approval of a Consulting Services Agreement with KOA Corporation. KOA has extensive experience designing Bike Paths, including completing projects successfully in Escondido, and provided the highest ranked proposal.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-125
2. Resolution No. 2019-125- Exhibit "1" Consulting Agreement

RESOLUTION NO. 2019-125

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR, TO EXECUTE,
ON BEHALF OF THE CITY, A CONSULTING
SERVICES AGREEMENT WITH KOA
CORPORATION FOR THE DESIGN OF THE
ESCONDIDO CREEK TRAIL IMPROVEMENTS
PROJECT

WHEREAS, on June 15, 2016, the Public Works Director/City Engineer was authorized by City Council to apply for an Active Transportation Program (“ATP”) Grant with California Transportation Commission (“CTC”); and

WHEREAS, CTC awarded the City of Escondido (“City”) an ATP Grant in the amount of \$1,632,000; and

WHEREAS, a Request for Proposals was issued in June 2019 for the Escondido Creek Trail Improvements Project (“Project”); and

WHEREAS, KOA Corporation was determined to be the most responsive and most qualified firm; and

WHEREAS, the Director of Engineering Services recommends the approval and execution of the Consulting Services Agreement with KOA Corporation.

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 authorizes the Mayor to execute a Consulting Services Agreement with KOA Corporation in the amount of \$160,960, for the design of the Escondido Creek Trail Improvements, in a 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
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this twenty first day of August, 2019.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Julie Procopio
760- 839 4001
("CITY")

And: KOA Corporation
5095 Murphy Canyon Rd, Suite 330
San Diego, CA 92123
Attn: (Charlie Schwinger)
619-683-2933
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to design pedestrian crosswalk treatments, pedestrian signals, lighting, signage and striping, pedestrian ramps, sidewalks, and curb and gutter at seven (7) trail crossings along the Escondido Creek Trail Bike Path between Juniper Street and Citrus Avenue; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," for an amount not to exceed \$160,960. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

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

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. However, CONSULTANT's responsibility for defense costs shall not exceed the percentage of CONSULTANT's fault.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Signature

Paul McNamara, Mayor

Date: _____

KOA Corporation

Signature

Min Zhou, Deputy CEO

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.



Escondido Creek Trail Bike Path Improvements

Scope of Services

Task 1 – Project Kickoff

KOA proposes to hold a kickoff meeting with the City staff prior to negotiating the contract. We would present a draft of our work plan, which would include the scope, deliverables, staffing, budget, schedule, public outreach plan, and quality control plan. As part of the discussion, we would identify what data is available from the City, such as as-built plans, previous studies, mapping, utility locates, etc. Based on the meeting, KOA would refine and revise our proposed scope, schedule, and fee.

Task 1 Deliverables:

- *Draft Work Plan*
- *Agenda for Kickoff Meeting*
- *Minutes of Kickoff Meeting*
- *Final Work Plan*

Task 2 – Project Management

KOA proposes to hold weekly communications with City staff to discuss and resolve any issues of concern, report progress on action items, and demonstrate accountability in maintaining the proposed schedule. Our project manager lives in Escondido and can meet weekly with City staff easily and efficiently. We will prepare meeting agendas and minutes to document action items, project issues, and decisions. We will submit schedule updates and progress reports monthly along with our invoices.

Task 2 Deliverables

- *Agenda for weekly conferences*
- *Minutes of weekly conferences*
- *Monthly invoices with progress reports and schedule updates*

Task 3 – Survey

KOA will sub-consult survey services to Aguirre, Inc. We have worked with them on numerous projects, including the recent "missing Link" project. Aguirre, Inc. will provide ground survey at the trail crossing locations, and approximately 300 feet north of the creek on the west side Midway, and 350 feet south of the creek on the east side of Citrus where meeting ADA requirements is critical. We propose to depict utilities where they are evident and to obtain locations from utility company mapping and street as-builts where the utilities are not evident. For the striping of the class II bikeways, KOA will utilize aerial photography supplemented by field measurements to prepare the class II bikeway striping plans. Because of the level of detail required for pedestrian ramps and traffic calming features, we propose to prepare legible plan and profile sheets at 1"=20' scale full size (1"=40' scale half size) for civil construction and 1"=40' scale full size (1"=80' scale half size) for striping plans.

Task 3 Deliverables

- *Topographic and elevation survey at the crossings and 300 feet north of the creek on the west side of Midway, and 350 feet south of the creek on the east side of Citrus*
- *Design base mapping at the crossing locations and 300 feet north of the creek on the west side of Midway, and 350 feet south of the creek on the east side of Citrus*

Task 4 – Traffic Signal Warrant Study

KOA will conduct four day bike, pedestrian, and traffic counts at all seven crossing locations to obtain baseline data and as a basis for evaluating whether those locations meet any of the CA MUTCD warrants for traffic signal or HAWK installations. We will prepare a warrant study documenting our findings.

Task 4 Deliverables:

- *Four day bike, pedestrian, and traffic counts at seven locations*

- *Traffic Signal Warrant Study*

Task 5 – Conceptual Alternatives (30%)

We propose to hold a workshop with City staff to explore conceptual alternatives and to reach consensus in resolving constraints and challenges to the crossing treatments. Once we have identified the preferred alternatives, KOA will prepare conceptual layouts depicting what the proposed treatments will look like. The graphic exhibits will include plan and typical sections, and photo examples for all seven crossing locations and for the sidewalk construction on Midway and on Citrus. Four trailhead signage locations will be determined during this task and reflected in the conceptual drawings. We anticipate that the City will provide the prototype details for the trailhead sign installations. KOA will evaluate the level of service impacts, if any, for each of the seven locations for the preferred alternatives.

Task 5 Deliverables:

- *Graphic layouts of alternatives for all seven crossing locations*
- *Conceptual plans, sections, and perspectives of preferred alternatives for all seven crossing locations*
- *Graphic layouts for trailhead signage at four locations*

Task 6 – Public Outreach Opportunity

Once the details for the locations have been worked out with the concurrence of the City staff, we will be in a position and have the graphic exhibits prepared to present a cohesive depiction of the entire project to stakeholders and the general public. We propose to conduct this meeting in an open house venue, with KOA staff present to answer questions and receive comments. Participants will have the opportunity to post their comments on the exhibits via Post Its. Following the open house outreach event, KOA will debrief with City staff on the comments received to determine what changes should be made to the concepts, before proceeding to design. A second public meeting will be attended by KOA as requested by the City.

Task 6 Deliverables:

- *Graphic Exhibits for open house meeting*

Task 7– 60% Design

At the 60% design level, KOA will provide 60% level of completion on 100% of the sheets. Plan sheets KOA will prepare include:

- Demolition, Grading, Drainage and General Street Surface Improvements including pedestrian ramps, sidewalk, and curb and gutter
- Trailhead signage including foundations
- Striping and Signage
- Lighting
- Traffic Signal
- General notes

KOA will include civil design sheets with elevations for the construction of drainage and flatwork at each of the seven crossings and the sidewalk extensions on Midway and on Citrus. The KOA team will design the foundations for the trailhead signs and/or verify the adequacy of the detail provided by the City and the plan will be sealed by a registered engineer. We will prepare an opinion of probable construction cost based on the 60% plans. KOA will submit the 60% design plans to the City and will meet with City staff in the field to conduct a field check of the design for constructability. In order to expedite the project delivery, KOA will collect all comments from the City at this meeting.

Task 7 - Deliverables:

- *60% design plans*

- *Summary of 60% design review meeting comments and resolution*
- *60% construction cost estimate*

Task 8 – 90% Design

The 90% design submittal will include complete plans, specifications, and estimate. KOA will meet with City staff to receive any final comments to be incorporated into the 100% plans. KOA will prepare timing plans for any recommended traffic signals.

Task 8 Deliverables;

- *90% plans, specifications, and estimate*
- *Traffic signal timing plans*

Task 9 – City Council, City Transportation and Safety Commission, and Appearance Committee Presentations

KOA will prepare exhibits and/or a power point presentation for a presentation to The Escondido City Council, to the City Transportation and Safety Commission, and 2 meetings with the Appearance Committee, as requested by City staff for project approval.

Task 9 Deliverables:

- *Exhibits and/or power point presentation*

Task 10 – Utility Coordination

KOA will initiate contact with the utility companies of record in the bikeway corridor at several junctures during the project. These will include:

- *Following the creation of the base maps to confirm if the utility company has utilities in the project area*
- *Following completion of 60% design*
- *Following completion of 90% design*

KOA will keep a log of utility contact information and dates when notifications and plans were sent to each company.

Task 10 Deliverables

- *Utility plan sets*
- *Utility log*

Task 11– Final Design

KOA will prepare final design plans, specifications and estimates for submittal to the City for bidding. All agency and team comments will be resolved and incorporated for the final 100% PS&E package.

Task 11 Deliverables;

- *3 sets full size (24x36) and 3 sets half size (12x18) Final plans, 3 copies of specifications, and 3 copies of estimate*

Task 12 – Bidding Services

KOA will assist the City during the bidding phase by attending a pre-bid information meeting if requested, and responding to requests for information during the bidding phase and preparing bidding addendums if requested.

Task 12 Deliverables:

- *Responses to Requests for information*
- *Bid documents addendums*

Task 13 – Construction Phase Services

If requested, KOA will provide construction phase services which may include:

- *Responses to requests for information*

- Plan interpretation
- Minor modifications to design
- Preparation of change orders
- Periodic field observations
- Coordination meetings
- Review of shop drawings and catalog cuts
- Preparation of as-built drawings
- Attendance at punch list and final inspections
- Baseline data collection within 12 months before the beginning of construction activities

Task 13 Deliverables:

- As noted above

Cost

Task	Project Manager	Senior Engineer I	Senior Designer I	Associate Engineer I	Senior Office Admin.	KOA Total Hours	KOA Direct Costs	KOA Costs	Kleinfelder Structural	Aguirre Survey	Total Costs
	\$209.84	\$201.98	\$94.43	\$83.94	\$85.25						
Task 1: Project Kickoff	6			7		13		\$1,846.62			\$1,846.62
Task 2: Project Management	16				12	28		\$4,380.44			\$4,380.44
Task 3: Survey	2			19		21		\$2,014.54		\$48,965.92	\$50,980.46
Task 4: Traffic Signal Warrant Study	3			9		12	\$4,620.00	\$6,004.98			\$6,004.98
Task 5: Conceptual Alternatives (30%)	13	4	3	140		160		\$15,570.73			\$15,570.73
Task 6: Public Outreach Opportunity	6			42		48		\$4,784.52			\$4,784.52
Task 7: 60% Design	32	13	13	250		308		\$31,553.21	\$2,073.42		\$33,626.63
Task 8: 90% Design	42	13	12	246		313		\$33,221.42			\$33,221.42
Task 9: City Council, Transportation/Safety Commission, Appearance Committee	12			14		26		\$3,693.24			\$3,693.24
Task 10: Utility Coordination	4			14		18		\$2,014.52			\$2,014.52
Task 11: Final Design	2			19		21		\$2,014.54			\$2,014.54
Task 12: Bidding Services	4	2		9		15		\$1,998.78			\$1,998.78
Task 13: Construction Phase Services	12	2		19		33		\$4,516.90			\$4,516.90
Total	142	34	28	774	12	990	\$4,620.00	\$109,921.20	\$2,073.42	\$48,965.92	\$160,960.54
KLEINFELDER FEE BREAKOUT											
Task	Project Manager	Sr. Tech Engr	Tech Engr	Associate Engineer	Proj Controls	Kleinfelder Total Hours	Kleinfelder Direct Costs	Kleinfelder Costs			
	\$213.08	\$186.78	\$110.69	\$89.22	\$91.37						
Task 7: 60% Design	3	3	3	3	3	15		\$2,073.42			
AGUIRRE Total	3	3	3	3	3	15	\$0.00	\$2,073.42			
AGUIRRE FEE BREAKOUT											
Task	PLS	LS	Technician	Survey Crew		Aguirre Total Hours	Aguirre Direct Costs	Aguirre Costs			
	\$174.93	\$139.65	\$99.96	\$406.91							
Task 4: Survey and Base Map	2	32	57	94		185	\$200.00	\$48,965.92			
AGUIRRE Total	2	32	57	94		185	\$200.00	\$48,965.92			



SECTION 1: PROPOSED PROJECT TEAM/RESUMES

CHARLES SCHWINGER, PE, TE, PTOE

PROJECT MANAGER | SENIOR ENGINEER & PLANNER

KOA Corporation

Mr. Schwinger approaches each of his projects holistically, incorporating client goals, public values, and technical excellence. His experience in transportation includes street and highway design; intersection and interchange design; trail and sidewalk design, signal design for isolated, interconnected and coordinated systems; street lighting design; signing and marking design; traffic control plans; accident analysis; traffic impact studies; capacity analysis; parking studies; public involvement; traffic circulation studies; origin-destination studies; transportation modeling; and citywide and corridor transportation studies.

RELEVANT EXPERIENCE

- Escondido Bikeway Missing Link Project, Escondido, CA; As Project Manager, Mr. Schwinger assisted the City of Escondido in the design of 4400 feet of missing bikeway between the Escondido Transit Center, Escondido's historic downtown, and Grape Day Park.
- Escondido Annual Striping, Escondido, CA, Project Manager.
- Irvine Innovation Active Transportation Project, Irvine, CA, Project Manager.
- Oceanside ADA Project, Oceanside, CA, Project Manager.
- Daisy Bike Boulevard, Long Beach, CA, Project Manager.



EDUCATION

BS, Civil Engineering, Iowa State University, IA

REGISTRATION

Professional Engineer (Civil), CA #82908
Professional Engineer (Traffic) CA #TR-2815
Professional Engineer (Civil), KS #9145
Professional Engineer (Civil), MO #021061
ITE Certified Professional Traffic Operations Engineer (PTOE) #318

MIN ZHOU, PE

PRINCIPAL-IN-CHARGE | PRINCIPAL ENGINEER

KOA Corporation

Ms. Zhou has 26 years of transportation engineering and planning experience with both private consultant companies and public agencies. She is knowledgeable in roadway design, traffic design, transportation modeling and studies, non-motorized transportation, database management, and statistical analysis. Ms. Zhou has managed several large-scale projects involving multiple stake holder groups and has a reputation of delivering projects on-time and under budget.

RELEVANT EXPERIENCE

- POLB Southwater Front/Pier J Bicycle & Pedestrian Improvements PS&E
- City of Wildomar Grand Avenue and Multi-purpose Trail PS&E
- Long Beach Ocean Boulevard Coastal Bike Trail for POLB
- Costa Mesa 19th Street Bike Trail
- City of Barstow Active Transportation Program (Cycle I) Funding
- SBCTA Metrolink Stations Accessibility Improvement (ATP) PS&E
- City of Long Beach 10-Mile Daisy/Myrtle Bike Boulevard PS&E
- Grant Writing and Grant Management for City of Menifee
- Broadway and Third Street Protected Bicycle Lanes Project, Long Beach
- Long Beach Pine Avenue Streetscape Project, Long Beach, CA
- City of Pasadena Avenue 64 Complete Streets Project Conceptual Designs, Pasadena, CA



EDUCATION

MS, Civil Engineering, Michigan State University, E. Lansing, MI

MS, Urban Planning, School of Architecture, Tsinghua University, Beijing, China

BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATION

Professional Engineer (Civil), CA #66448



SECTION 1: PROPOSED PROJECT TEAM/RESUMES

WALTER OKITSU, PE, TE, PTOE, PTP

QA-QC MANAGER | SENIOR ENGINEER

KOA Corporation

Mr. Okitsu is a Founder and a Principal of KOA. Mr. Okitsu has extensive experience in transportation planning and traffic design over a wide variety of highway, transit way, and bikeway projects. This includes designs for traffic signals, street lighting, signing & striping, worksite traffic control. He has field and managerial experience on traffic impact, feasibility analysis, and circulation projects.



RELEVANT EXPERIENCE

- Broadway and Third Street Cycle Track Design, Evaluation, and Modification, Long Beach, CA
- Daisy, Linden, & Myrtle Bike Boulevards, Long Beach, CA
- San Diego Uptown Active Transportation Design, San Diego, CA
- Pier J Bike and Pedestrian Path, Port of Long Beach, CA
- Los Angeles Countywide Bicycle Policy Document, Los Angeles, CA
- Compton Creek Bikeway Design, Compton, CA
- Sierra Madre Boulevard Streetscape Design, Sierra Madre, CA
- Metro Orange Line and Associated Bike Trail
- San Diego and National City Bayshore Bike Trail
- OCTA District 5 Bikeway
- Wildomar Bike Trails

EDUCATION

MS, Transportation Engineering,
U of California, Berkeley, CA
BS, Civil Engineering, California State U,
Los Angeles, CA
BS, Math-Computer Science,
U of California, Los Angeles, CA

REGISTRATIONS

Professional Engineer (Traffic), CA #1406
Professional Engineer (Civil), CA #52655
Professional Traffic Operations Engineer
(PTOE)
Professional Transportation Planner
(PTP)

ROGER PELAYO

PUBLIC OUTREACH TASK LEADER | SENIOR PLANNER

KOA Corporation

Mr. Pelayo has more than 12 years of experience specializing in sustainable transportation and its relationship to urban form, inclusive of pedestrian/bicyclist behavior; access to transit; and street and urban design research and practice. He is KOA's leading outreach specialist—possessing excellent meeting and workshop facilitation skills, both in English and Spanish. Community outreach is a key component of his work, and input obtained through stakeholder interviews, focus groups, and interactive workshops has shaped all of the projects he is involved in. He is skilled in finding ways to bring the public's concerns to the table in a constructive manner that moves projects forward.



RELEVANT EXPERIENCE

- Rialto Cactus Trail Improvements, Rialto, CA
- Ontario Active Transportation Master Plan, Ontario, CA
- Montclair SRTS & ATP Master Plans, Montclair, CA
- SCAG Go Human Inland Empire (Ontario, Chino, Lake Elsinore, Riverside)
- SCAG Morongo Basin Active Transportation Master Plan
- Central Santa Ana Complete Streets, Santa Ana, CA
- Irvine Strategic Active Transportation Plan, Irvine, CA

EDUCATION

BS, Urban & Regional Planning,
California State Polytechnic University,
Pomona, CA

Minor, Geographic Information Systems,
California State Polytechnic University,
Pomona, CA

PROFESSIONAL AFFILIATIONS

American Planning Association



SECTION 1: PROPOSED PROJECT TEAM/RESUMES

ERIC YANG, PE, TE

TRAFFIC ENGINEERING TASK LEADER | SENIOR ENGINEER

KOA Corporation

Mr. Yang has managed and prepared plans, specifications, and estimates (PS&E) for a wide variety of projects including street improvement, highway, freeway and ramp design, traffic signal improvement and synchronization, intelligent transportation system (ITS), traffic management center (TMC), bus priority, traffic signal with railroad preemption and interconnection, flashing beacons, pedestrian friendly crosswalks, geometric and signage improvement, and worksite traffic control projects, as well as red light photo enforcement projects. He has extensive experience with Caltrans, the County of Los Angeles, and many other Southern California cities and agencies.



EDUCATION

Advanced Traffic Signal Operations,
Univ. of CA, Berkeley Extension, CA

Basic Traffic Signal Design Certificate,
Univ. of CA, Berkeley Extension, CA

BS, Civil Engineering, CA Polytechnic
Univ., Pomona, CA

REGISTRATIONS

Professional Engineer, Traffic, CA #2672
Professional Engineer Civil, CA #83116

RELEVANT EXPERIENCE

- City of Azusa Traffic Management System Signal & Interconnect PS&E
- Los Angeles County Public Works Department Road Safety Audit
- Claremont Foothill Boulevard Master Plan PS&E, Claremont, CA
- South Gate Safe Routes to School Design Project, South Gate, CA
- Culver City Pedestrian and Bicycle Facility Assessment, Culver City
- Rosemead Boulevard Safety Enhancements Design/Study, Temple City, CA
- SANDAG Bayshore Bikeway PS&E, San Diego, CA
- 13th Street Class 2 Bikeway, Imperial Beach, CA

MICKEY AGUIRRE, PE

SURVEYOR | SURVEY PROJECT MANAGER

Aguirre & Associates

Mr. Aguirre has 44 years of experience in managing, directing and performing civil engineering and land surveying tasks. His experience includes 10 years in the municipal sector prior to founding AGUIRRE & ASSOCIATES in 1986. Both municipal and private survey and mapping experience includes a broad range of projects, including rail and light rail, public works, residential, commercial churches, schools and other institutional project. Mr. Aguirre has extensive surveying and mapping experience on street, road and highway projects.



EDUCATION

MS, Civil Engineering, Stanford
University, Stanford, CA

BS, Civil Engineering, Stanford
University, Stanford, CA

REGISTRATION

Professional Engineer,
Civil, CA #27648

RELEVANT EXPERIENCE

- Lemon Grove Sidewalk Feasibility Study, Lemon Grove, CA
- Santa Fe Drive Streetscape and Traffic Safety Improvements, Encinitas, CA
- Rancho Santa Fe Road Realignment, Carlsbad, CA
- Plaza Blvd Widening, National City, CA



CITY COUNCIL STAFF REPORT

Consent Item No. 11

August 21, 2019

File No. 0600-10, A-3314

SUBJECT: License Agreement with NC Garcia, Inc. at 3315 Bear Valley Parkway, Sports Center Concession Stand in Kit Carson Park

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-126 approving a License Agreement ("Agreement") with NC Garcia, Inc. at 3315 Bear Valley Parkway, Sports Center Concession Stand within Kit Carson Park.

FISCAL ANALYSIS:

Rental revenue, in the amount of \$500 per month, will be deposited into the General Fund.

PREVIOUS ACTION:

Resolution No. 2016-42 was adopted by the City Council on March 23, 2016, authorizing an Agreement with NC Garcia, Inc. for the operation of the concession stand at the Kit Carson Park Sports Center.

BACKGROUND:

Previously, NC Garcia, Inc. leased and operated the Sports Center Concession Stand for the past three (3) years. The existing Agreement expired July 31, 2019, and continues on a month-to-month basis. The proposed Agreement will allow NC Garcia, Inc. to operate the concession stand serving prepackaged food items for Sports Center patrons for a period of one (1) year, with options to extend for up to a total of three (3) years. The operator will lease the concession stand for \$500 per month, which is consistent with rent paid by another concessionaire in a similar setting, and will also pay \$50 per month for utilities. The operator will provide minimum hours of operation, in coordination with the Director of Community Services.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-126
2. Resolution No. 2019-126 Exhibit "1" – Lease Agreement

RESOLUTION NO. 2019-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A LICENSE AGREEMENT WITH NC GARCIA, INC. FOR THE SPORTS CENTER CONCESSION STAND AT KIT CARSON PARK

(3315 Bear Valley Parkway)

WHEREAS, the concession stand in the Sports Center of Kit Carson Park, located at 3315 Bear Valley Parkway, is owned by the City of Escondido (“City”); and

WHEREAS, the concession stand is available for lease to an operator for service of pre-packaged food items to the Sports Center patrons; and

WHEREAS, NC Garcia, Inc. desires to lease the concession stand; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the License Agreement (“Agreement”) with NC Garcia, Inc. for the operation of the Sports Center concession stand in Kit Carson Park.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute a License Agreement, on behalf of the City, in substantially the form attached to this resolution as Exhibit “1” and incorporated by this reference, and subject to final approval as to form by the City Attorney.



Kit Carson Park Sport Center Concession Stand License Agreement

Licensee: NC Garcia, Inc.

Term: One (1) Year

**Premises: 3315 Bear Valley Parkway, Escondido, CA 92025
Kit Carson Park, Sport Center Concession Stand**

Date: _____, 2019

Concession Stand License Agreement between the City of Escondido and NC Garcia, Inc, for use of the concession stand located at 3315 Bear Valley Parkway Escondido, CA 92025 for specific purposes as set forth below.

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CITY OF ESCONDIDO CONCESSION STAND LICENSE AGREEMENT

This License Agreement is made as of _____, 2019 between the **City of Escondido (City)** and **NC Garcia, Inc.**

Section 1 Definition of Terms

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

- 1.1 **City.** The City means the City of Escondido, a California general law City.
- 1.2 **License.** License means this license agreement.
- 1.3 **License Administrator.** The License Administrator means the City of Escondido Real Property Agent or, upon written notice to Licensee, such other person as shall be designated from time to time by City.
- 1.4 **Licensee.** Licensee means NC Garcia Inc., and does not include its heirs, assigns, or successors-in-interest.
- 1.5 **Party.** Licensee or City may be referred to individually as Party or collectively as Parties.
- 1.6 **Premises.** Premises means the real property commonly known as Kit Carson Park Adult Softball Field Concession Stand, located at 3315 Bear Valley Parkway, Escondido, CA 92025, as depicted on **EXHIBIT A**.

Section 2 Administration

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

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

And on behalf of Licensee by Cesar Garcia whose address is:

NC Garcia, Inc.
310 Ranchwood Glen
Escondido, CA 92026
760-525-7953
ncgarcia@gmail.com

Section 3 Term

- 3.1 The term of this License shall be ONE (1) year, commencing on September 1, 2019.
- 3.2 Hold Over. The occupancy of the Premises by Licensee, after the expiration of the Term shall be construed as a month to month tenancy, and all other terms and conditions of this License shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving 30 days prior notice to Licensee.

Section 4 Termination of License

- 4.1 City may terminate this License at any time, at its sole discretion, by providing the other Party with 90 days written notice.
- 4.2 Default. If the City discovers at any time that the Licensee has violated any provision of this License, City may notify Licensee of the violation and immediately terminate the License upon written notice.

Section 5 Options to Renew

- 5.1 At the end of the Term, this License may be renewed for two additional one year periods, upon mutual written agreement by the City and Licensee.

Section 6 Vacation of Premises

- 6.1 Upon termination of this License for any reason, Licensee shall peaceably vacate and deliver the Premises to City in the same condition as Licensee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.
- 6.2 Upon such termination, Licensee shall immediately:
 - A. Provide a written statement to the License Administrator of Licensee's new address for purpose of refunding monies, if any, due Licensee under this License; and
 - B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 7 Rent

- 7.1 Rental Rate. In consideration of the possession and use of the Premises, Licensee shall deliver and pay rent to City **\$500** per month on or prior to the first day of each month. Rent payments will commence on September 1, 2019.

- 7.2 Annual Financial Statements. At City's request, Licensee shall submit to City a financial statement, which shows all revenues and expenditures for the previous year within 7 days.
- 7.3 Hold Over Rental Rate. The rent payments for any hold over will be equal to the previous year's Rental Rate plus ten percent (10%).

Section 8 Security Deposit

Licensee has paid a security deposit in the amount of \$500 prior to the execution of the License.

Section 9 Late Payment

Rent payments received after the 5th day of any month will be charged an additional 20% late payment fee.

Section 10 Utilities Payments

Licensee agrees to provide and pay a flat fee of \$50 per month for utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services. Said payment shall be included with the rent check each month.

Section 11 Taxes, Assessments and Fees

- 11.1 The terms of this License may result in the creation of a possessory interest. If such a possessory interest is vested in Licensee, Licensee may be subjected to the payment of personal property taxes levied on such interest. Licensee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Licensee, 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.
- 11.2 Licensee 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 Licensee from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

Section 12 Acceptance and Maintenance

- 12.1 Licensee hereby acknowledges that Licensee has inspected the Premises and Licensee accepts said Premises "as is" and "where is." Licensee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises. Pursuant

to the noticing requirements of California Civil Code Section 1938, Licensee acknowledges that the Premises has not undergone inspection by a Certified Access Specialist.

- 12.2 Licensee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Licensee 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 Licensee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.
- 12.3 The Licensee shall be responsible for pest control of the Premises while in use. The Licensee shall supply the City with a copy of all maintenance contracts and a list of chemicals used for pest control.
- 12.4 In the event Licensee fails to properly maintain the premises as required by City, City may notify Licensee in writing of said failure. In the event Licensee fails to perform said maintenance within 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 Licensee to City within 10 days from receipt by Licensee of an invoice from City.

Section 13 Alterations

Licensee 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 License Administrator and only after obtaining applicable permits. Any tenant improvements and additional improvements made with the consent of the License Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this License. Any improvement made without written consent of Lessor, or without applicable permits, shall be removed at Lessee's sole cost.

Section 14 Use

- 14.1 Use. Licensee agrees to use the Premises for operating a concession stand for public use and consumption during, but not limited to, sporting events and/or exhibitions at the Premises in accordance with the provisions and requirements contained in any permits required by the City of Escondido. Additionally, Licensee agrees to obtain all San Diego County permits necessary to properly and legally operate a concession stand. Licensee agrees to abide and enforce all San Diego County food handling laws, codes and regulations regarding food handling, preparation, service and distribution. Licensee shall not use, nor permit the use of, the Premises other than as described. In any case where Licensee is, or should reasonably be, in doubt as to the propriety of any particular use, Licensee

may request, and will not be in breach or default if Licensee abides by, the written determination of the License Administrator that such use is or is not permitted.

14.2 Alcohol. The sale or consumption of alcoholic beverages of any kind is prohibited.

14.3 Operating Hours. Lessee must maintain a fully staffed and fully operational concession stand for at least 44 hours per week. Licensee may close during the off season of leagues, times to be mutually agreed upon by Licensee and the City. Licensee agrees the Premises will be open during the following hours, and may operate Premises at any additional time that the Escondido Sports Center is open:

Mon. - Fri: 4:00 p.m. - 9:00 p.m.

Sat.: 9:00 a.m. - 9:00 p.m.

Sun.: 1:00 p.m. - 8:00 p.m.

14.4 Staffing. The proposer will be responsible for hiring the necessary personnel to conduct the daily operation of the concession in accordance with all Health Department regulations, and California and Federal Labor codes, and laws.

14.5 Signage. Licensee shall be allowed to place a limited amount of signage, as approved in advance by City.

14.6 Common Areas. As part of the Premises, Licensee has access to certain common areas which impact other community uses in the same area. In order to provide for the efficient use of the common areas for Licensee and the City's Community Services Department, and in order to enable the City to preserve the common areas for the use of the general public, Licensee agrees to abide by the rules and regulations of Kit Carson Park and City's Community Services Department regarding use of the common areas.

Section 15 Occupancy, Assignment and Subletting

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

Section 16 Conduct

16.1 Licensee and guests of Licensee shall conduct themselves in accordance with the rules and regulations of Kit Carson Park, the City's Community Services Department Code of Conduct or any other City regulation.

- 16.2 Licensee 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 License Administrator.

Section 18 Notices

- 18.1 Any notice required or permitted to be given by this License 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 Licensee is complying with the provisions of this License, to conduct necessary maintenance, or in the case of any emergency. Licensee shall provide City with keys and alarm code to all concession areas.

Section 20 Insurance

- 20.1 Licensee must have insurance in the following amounts at all times during this License:
- 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 Licensee (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.
- 20.2 Each insurance policy required above must be acceptable to the City Attorney:
- A. 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.

- B. 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.
 - C. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 20.3 Licensee agrees to deposit with City, on or before the effective date of this License, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this License and to keep such insurance in effect during the entire term of this License. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the License Term. Licensee will also deposit with the City within 60 days of the Effective Date of this License, 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 60 days.
- 20.4 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 License Administrator, the insurance provisions in this License do not provide adequate protection for City and for members of the public using the Premises, City may require Licensee 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 License Administrator shall notify Licensee in writing of changes in the insurance requirements and, if Licensee does not deposit with City within 60 days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this License shall be deemed in default without further notice to Licensee and may be forthwith terminated by the License Administrator.
- 20.5 The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policy or policies of insurance, Licensee 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 License or with use or occupancy of the Premises.

Section 21 Indemnification

Licensee 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 License or with the occupancy and use of the Premises by Licensee, its invitees, visitors, or any other persons whatsoever. Licensee 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. However, the provisions of this License shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

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 License 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

Licensee covenants that this License 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 licensed premises. Licensee 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 licensed premises.

Section 24 Supersedure

This License, upon becoming effective, shall supersede any licenses or rental agreements heretofore made or issued for the Premises between the City and Licensee.

Section 25 Hazardous and/or Contaminated Soil and Material

Licensee 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. Licensee 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, Licensee shall notify City. Within thirty (30) days after written notice to City or from City,

Licensee shall commence to take and thereafter diligently complete, at Licensee's sole expense, such actions as may be necessary to comply with environmental requirements.

Section 26 Law to Govern; Venue

This License is governed by the laws of the State of California. Venue for all actions arising from this License 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

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

Section 28 Compliance with Federal, State, and Local Laws

It is the duty of the Licensee while operating under this License 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 License Administrator's immediate termination of this License.

Section 29 Amendment

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

Section 30 Waiver

No waiver by a Party of any provision of this License 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 License or provided by law shall not prevent the exercise by that Party of any other remedy provided in this License or under the law.

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

NC GARCIA, INC.

Date: _____

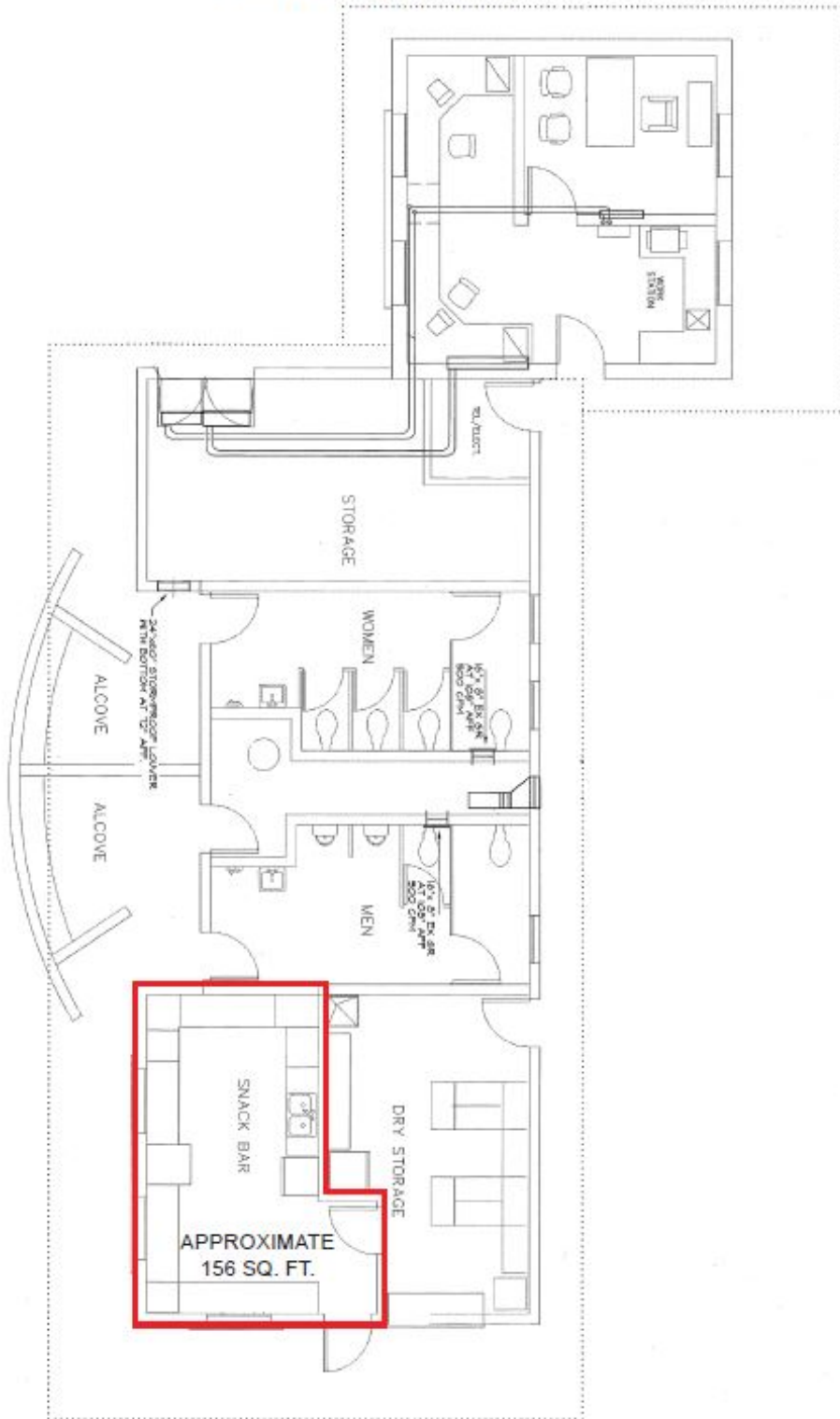
Cesar Garcia, CEO NC Garcia Inc.

APPROVED AS TO FORM:

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

By: _____

EXHIBIT A



**KIT CARSON PARK
SPORTS CENTER CONCESSION / BATHROOM
FLOOR PLAN - NOT TO SCALE**

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLES 1, 6, 9, 16, 26, 39, 57, 61, 65, 66, 67, 70, AND 73 OF THE ESCONDIDO ZONING CODE TO ADDRESS CHANGES IN STATE LAWS, CORRECT ERRORS, AND IMPROVE EXISTING REGULATIONS.

APPLICANT: City of Escondido
PLANNING CASE NO.: AZ 19-0003

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

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

SECTION 2. The Planning Commission conducted a public hearing on June 25, 2019, to discuss and consider proposed amendments to the Zoning Code, considered public testimony, and made a recommendation to the City Council.

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated August 7, 2019, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

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

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 13

August 21, 2019

File No. 0680-50

SUBJECT: Continued Discussion of the Zoning Code and Land Use Study (AZ18-0006)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2019-09, which includes a series of actions to complete the Zoning Code and Land Use Study and amends portions of the Municipal Code, Zoning Code, and Specific Plans to improve existing regulations.

PROJECT DESCRIPTION:

The Project involves a proposed update to the City ordinances and planning documents to enhance regulation of over-saturated or potentially objectionable non-residential land uses, and determine which uses should be reviewed for consideration of additional discretionary criteria. No development project is proposed.

PREVIOUS ACTION:

Please see the original report for this item for background information related to the Zoning Code Land Use Study (Attachment 1). The first hearing on this item included the following:

- Staff provided an overview of the overall work program, including public outreach, the proposed ordinance, and its relationship to the General Plan.
- The City Council opened and closed the public hearing. Approximately six (6) speakers provided public comments. Most comments focused on drive-through establishments or tobacco sales regulation.
- The City Council asked questions of staff, primarily related to the approach to developing strict regulations, in particular focusing on the proposed drive-through facility regulations.
- The City Council continued the item, without taking further action.

DISCUSSION AND ANALYSIS:

The proposed revisions to draft Ordinance No. 2019-09 are based on recommendations made by the City Council in their discussion on August 7, 2019. The discussion below summarizes changes made to the ordinance as part of the update process. Ordinance No. 2019-09 is similar to the information provided to the City Council at its August 7, 2019 meeting and has been updated to reflect additional changes made as a result of City Council input.

- **Chapter 17, Article 13 (Tattoo Parlors), Section 17.281.** The proposed separation requirements of 1,000 feet from any other tattoo parlor; and 500 feet from any licensed alcoholic beverage dispensing operation, has been revised to create additional flexibility and exceptions through the permitting process.
- **Chapter 33, Article 16 (Commercial Zones), Section 33-341.** Existing and proposed commercial drive-through facility standards have been scaled back; and for those that remain the standards have been updated to function more like guidelines and are no longer compulsory.
- **Chapter 33, Article 57 (Miscellaneous Use Restrictions), Section 33-1114.** The proposed regulations of car inventory areas have been updated to remove the requirement that spaces be numbered and designated; and that underground lighting connections/conduit is required. Display limitations at car dealerships have also been eliminated, excepting that the storage must be stored on-site, on a car inventory lot, and not in the public right-of-way.
- **Chapter 33, Article 63 (Transient Lodging Facilities), Section 33-1344.** Several of the existing, outdated site design guidelines have been eliminated, including the following:
 - Develop a project design in a manner which is consistent with the established City of Escondido Design Review Guidelines (II.A).
 - Utilize setbacks in excess of zoning restrictions (II.C).
 - Provide buffer areas between guest rooms and public amenities such as restaurants, lounges, and game rooms.

ENVIRONMENTAL REVIEW:

The proposed Zoning Code Amendments are exempt from environmental review in conformance with California Environmental Quality Act Guidelines (“CEQA” and “CEQA Guidelines”) Section 15061(b)(3) since there would be no possibility of a significant effect on the environment because the amendments will not directly result in development. Any future project or development as defined by CEQA that may occur as a result of the amended language would be subject to CEQA review and analysis.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Dir. of Community Development
8/14/2019 6:01 p.m.

Mike Strong, Assistant Director of Planning
8/14/2019 4:45 p.m.

ATTACHMENTS:

1. Attachment 1 – August 7, 2019 City Council staff report
2. Ordinance No. 2019-09
3. Ordinance No. 2019-09 – Exhibits A and B

ATTACHMENT 1
CITY COUNCIL STAFF REPORT PACKET
AZ18-0006

(AUGUST 7, 2019)

Due to the number of pages of Attachment 1, the following link has been provided to review the document electronically on the City's web site:

<https://www.escondido.org/Data/Sites/1/media/agendas/Council/2019/08-07-19CCAgendaPacket.pdf>

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTERS 15 and 17 OF THE ESCONDIDO MUNICIPAL CODE; AMENDING ARTICLES 1, 16, 26, 57, AND 63 OF THE ESCONDIDO ZONING CODE; AND AMENDING THE DOWNTOWN SPECIFIC PLAN, EAST VALLEY SPECIFIC PLAN, AND SOUTH CENTRE CITY SPECIFIC PLAN TO IMPROVE EXISTING REGULATIONS

APPLICANT: City of Escondido
PLANNING CASE NO.: AZ 18-0006

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

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

SECTION 2. The Planning Commission conducted public hearings on May 28, 2019, and June 25, 2019, to discuss and consider proposed amendments to the Municipal Code, Zoning Code, and Specific Plans; considered public testimony; and made a recommendation to the City Council.

SECTION 3. The City Council conducted a public hearing on the matter on August 7, 2019, which was continued to August 21, 2019, for additional discussion. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;

- c. The staff report, dated August 7, 2019, and August 21, 2019, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 4. That upon consideration of the staff report, Planning Commission recommendation, Planning Commission staff report, all public testimony presented at the hearing held on this project, and the "Findings of Fact," attached as Exhibit "A" to this Ordinance and incorporated herein by this reference as though fully set forth herein, this City Council finds the Municipal Code, Zoning Code, and Specific Plan Amendments are consistent with the General Plan.

SECTION 5. This action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines ("CEQA" and "CEQA Guidelines") Section 15061(b)(3) since there would be no possibility of a significant effect on the environment because the amendments will not directly result in development. Any future project or development as defined by the CEQA that may occur as a result of the amended language would be subject to CEQA review and analysis.

SECTION 6. That the specified sections of the Municipal Code, Zoning Code, and Specific Plans are amended as set forth in Exhibit "B" to this Ordinance and incorporated herein by this reference as though fully set forth herein

SECTION 7. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. That as of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

EXHIBIT "A"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Municipal Code and Zoning Code Amendment(s) Determinations:

1. The City Council's decision is based on factors pursuant to Section 33-1263 of the Escondido Zoning Code. The action to which the City Council takes action on helps conclude a Zoning Code and Land Use Study, which comprehensively examined the degree to which various land use activities are permitted in each zoning district. The land uses or topics areas that comprise the Zoning Code and Land Use Study were included because of propensity of these uses to generate potential health hazards, poor aesthetics, reduction in home values, urban form consistency issues, over-concentration issues, or create neighborhood compatibility issues.
2. Cities from time to time make significant efforts to tailor their city's ordinances to create a local community that develops in a way that the local policy-makers desire. Cities use its "police power" to create laws that promote the general health, safety, and welfare of its citizens. The public health, safety, and welfare of the City of Escondido would not be adversely affected by the proposed batch of Municipal Code, Zoning Code and Specific Plan Amendments because the project establishes and updates, as necessary, local standards and guidelines for land use activities in non-residential areas to ensure land use compatibility is achieved, neighborhoods are preserved, and community character is protected. The adoption of the ordinances utilized to support and complete the Zoning Code and Land Use Study would enable City officials and City staff to effectively implement selected long-term objectives.
3. The proposed batch of amendments would be consistent with the goals and policies of the General Plan because they address they advance a number of land use goals and policies. Goal 2 et. seq. policies of the Land Use and Community Form Element addresses the need for regulations that clearly and effectively implement land use development goals and objectives. This project is based on establishing and updating, as necessary, local standards and guidelines for land use activities to reflect current values. The proposed project is also consistent with Policy 4.2 of the same element for neighborhood maintenance and preservation since the project seeks to protect neighborhoods and community character from the encroachment of incompatible activities or land uses. Land use authority is maintained in key areas of the city so that more economically prosperous and well-designed commercial districts can be developed over time through the implementation of the project (Goal 8 of the Land Use and Community Form Element).
4. Land use regulation must strike a balance between private property rights and the public interests. The City Council finds that land use compatibility and its goals should be promoted through proactive planning and zoning techniques to promote and protect the public health, safety, and general welfare. The Zoning Code Land Use Study concluded

that some land use activities can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. However, some forms of development — covering industrial, commercial, and other non-residential activities may carry potentially specific, direct and/or indirect impacts that can be detrimental to both neighboring properties and the community as a whole. These may include impacts related to socioeconomic and social equity; public health; environmental justice; urban design and visual; hazardous material storage, solid waste, and sanitation services; energy; transportation and mobility; air quality; noise; and neighborhood character.

5. The City of Escondido has certain provisions found in its Zoning Code relating to zoning and buffer requirements for businesses that are in need of refinement. The City Council Commission finds that it is necessary and appropriate to amend various provisions of the Zoning Code to add, refine, and update the provisions relating to planning and zoning standards for these businesses operating within Escondido. The public health, safety and welfare of the City and its residents require the enactment of this ordinance in order to: (1) mitigate and reduce the potential adverse secondary effects of some businesses, including but not limited to crime and the prevention of blight in neighborhoods; (2) protect the quality of life and neighborhoods in the City, the City's retail and commercial trade, and local property values, and minimize the potential for nuisances; and (3) protect the peace, welfare and privacy of persons who own, operate and/or patronize these businesses. This project provides new criteria by which future development will proceed, ensuring that the design and operation of such uses effectively mitigate the aforementioned associated problems.
 - A. New levels of use authorization addressed by this ordinance (i.e. locations for principally permitted, conditionally permitted, or prohibited land uses), provides a means to enhance the community's identity and relatively high standard of living with associated quality of life. Through its Zoning Code provisions, the City of Escondido seeks to maintain property values, protect tax revenues, provide neighborhood social and economic stability, attract business and industry, and encourage conditions that make the City of Escondido a pleasant place to live and work.
 - B. The City Council has a reasonable basis to believe that there are land use compatibility issues relating the siting of certain facilities and their customers. Locational criteria are a legitimate and reasonable means of ensuring that certain businesses are conducted in a manner so as to minimize their adverse secondary effects and thereby protect the health, safety, and welfare of the City's residents, protect citizens from increased crime, preserve the quality of life, preserve property values and the character of surrounding neighborhoods and businesses, and deter the spread of urban blight.
 - C. New development and performance standards are intended to supplement the existing development concepts of the underlying zone and help provide design professionals, property owners, commissioners, staff, and residents with a clear and common understanding of the City's expectations for the planning, design, and review of

development proposals in Escondido, and to increase the community's awareness and appreciation of design considerations.

6. In the development and execution of this ordinance, it is recognized that there are certain land uses including pawn shops and check-cash / payday establishments, which create conditions harmful to the public health, welfare, and safety when such uses are allowed to become numerous or concentrated within a limited geographical area, or when such uses exist near residential neighborhoods, family-oriented uses or sites commonly used by minors. The negative secondary effects from pawn shops and check-cash / payday businesses constitutes a harm which the City has a substantial government interest in preventing and/or abating. Special prohibitions on these land use activities are therefore necessary to protect the community from consequent blight, depreciated property values, predatory lending, law enforcement problems, and interference with residential neighborhoods as well as interference with activities oriented toward families or minors.
7. In the development and execution of this ordinance, it is recognized that tattoo parlors are subject of comprehensive state licensing and regulation requirements that address floor plan requirements, rules for furnishings, guidelines for sterilization and sanitation, guidelines during and after tattoo procedure, and guidelines for waste disposal. All tattoo parlors must adhere to rules set by the Occupational Safety and Health Administration and Centers for Disease Control and Prevention.

Tattoos, tattooing, and the business of tattooing are considered a form of artistic expression. Cities must ensure that there are sufficient locations in which tattoo parlors may operate. The project proposes changes to Chapter 17 (Tattoo Parlors) of the Municipal Code to provide a uniform set of standards for the body art industry to protect the health and safety of body art practitioners, their customers and the public. The project also proposes changes to Chapter 33 (Zoning Code) to address land use authorization. Special regulations separating such uses from each other and from alcohol serving establishments is necessary to protect the community from consequent blight, depreciated property values, law enforcement problems, and interference with residential neighborhoods.

Body art is an invasive process that includes piercing, tattooing, application of permanent cosmetics, and branding. These practices present the potential for spreading blood-borne diseases, such as Hepatitis B. The proposed project does not violate any freedom of speech protections and offers new operator obligations to ensure the preservation of public health, safety, and general welfare. The buffer requirements of the City do not unreasonably restrict the establishment or operation of constitutionally protected tattoo businesses. The City Council recognizes that these buffer requirements do not preclude reasonable siting alternatives and that there are several hundred potentially available sites for tattoo establishments.

8. In the development and execution of this ordinance, it is presumed that establishing or preserving an appropriate and balanced mix of commercial businesses will more effectively serve to achieve this purpose as a strategy to maintain the economic health of the community's business districts and its suburban ambiance, and will promote the redevelopment of the city's downtown area. The proliferation of smoke, e-cigarette, and vape shops in the commercial areas of the city has a deleterious effect on the vitality of a strong central business corridors, neighborhood centers, and the development of the downtown area.

The negative effects from smoke, e-cigarette, and vape shops as detailed in the June 25, 2019 Planning Commission staff report and attachments, incorporated herein by this reference as though fully set forth herein, constitute a harm which the City has a substantial government interest in preventing and/or abating. Cigarette smoking harms nearly every organ in the body, causes many diseases, and reduces the health of smokers in general. Although an e-cigarette is different from a traditional cigarette in that it does not use tobacco, there are still a significant number of physical, social, and psychological health effects of nicotine use. The e-liquids used to refill electronic smoking devices usually contain liquid nicotine, which may be toxic if ingested or absorbed through the skin at relatively low quantities.

There is no scientific evidence that e-cigarettes help smokers to successfully quit traditional cigarettes or that they reduce consumption of traditional cigarettes. A number of recent studies show that e-cigarette users are no more likely to quit than regular smokers. Most commonly, abusers are using a cartridge with a liquid solution of THC, the main psychoactive substance found in marijuana.

The Family Smoking Prevention and Tobacco Control Act gives the U.S. Food and Drug Administration (FDA) comprehensive authority to regulate the manufacturing, marketing, and sale of tobacco products. The language of the Act also retains significant regulatory authority of State and local governments. Many communities in California have started regulating the use of electronic smoking devices by prohibiting vaping where smoking is prohibited, requiring tobacco retailer licenses, requiring special use permits, or prohibiting retail establishments. These jurisdictions have found that proximity and density of smoke, e-cigarette, and vape shops within communities' influences smoking behaviors through greater exposure to advertisements and increased availability of price promotions at the point of sale.

As the use of tobacco retail and electronic smoking devices in the City of Escondido continues to grow, smoke, e-cigarette, and vape shops are likely to proliferate in the absence of local regulation. In order to protect public health and prohibit the renormalizing of tobacco use, local governments are in a unique position to regulate whether and where smoke, e-cigarette, and vape shops are allowed to open. Special prohibitions on smoke, e-cigarette, and vape shops are therefore necessary to maintain and improve the city's

character, the diversity and vitality of the community's commercial areas, and the quality of life of residents.

9. The City Council finds that the revisions to the City's Municipal Code and Zoning Code implemented by this ordinance are necessary in order to respond to recent developments within the marketplace, community interest, regulation of uses, and case law. The City Council desires to protect residents, businesses, and other community members from various retail and service based land use activities and to minimize their potential adverse primary and secondary effects including crime, the protection of the City's retail trade, maintenance of property values, protecting and preserving the quality of the City's neighborhoods and the City's commercial districts, and the protection of the City's quality of life. The basis of such desire is based on the totality of the referenced Zoning Code Land Use Study, the whole record, and the findings set forth therein. Specifically, the revisions and amendments to the City's Municipal Code and Zoning Code included in this ordinance are essential and necessary to ensure the orderly land use regulation as to uses within the City and thereby protect the public peace, safety and general welfare in the City of Escondido.
10. The proposed Zoning Code Amendments do not conflict with any Specific Plan as the project embodies several ancillary and conforming Specific Plan Amendments. The portion of the project that consists of Specific Plan Amendments meet the minimum requirements of Section 65451 of the Government Code.
11. There are no assurances to residents and project proponents that the affected chapters and sections of this project will not be subject to future revisions.

EXHIBIT "B"

PROPOSED MUNICIPAL CODE, ZONING CODE, AND SPECIFIC PLAN AMENDMENTS

AZ 18-0006

SECTION I.

CHAPTER 15

Insert "**Article 3. SECONDHAND DEALERS**" to Chapter 15 after "Sections 15-22 –15-31. Reserved" and prior to "Section 15-32" to delineate article organization.

SECTION II.

Amend the Chapter 17, Article 13 of the Escondido Municipal Code to read as specified below. The changes are listed in order by section number, with ~~strikeout~~ typeface illustrating deletions and underline typeface illustrating new text.

CHAPTER 17

ARTICLE 13. TATTOO PARLORS AND MOBILE TATTOO VEHICLES

DIVISION 2. TATTOO PARLORS

Section 17-268. Customers.

- (a) No tattooing shall be done on skin surfaces which have rash, pimples, boils, or infections or manifest any evidence of unhealthful conditions.
- (b) No tattoo shall be administered to any person under the age of eighteen (18) years of age.
- (c) No tattooing shall be performed on any person who has given a history of jaundice or hepatitis infection within the previous thirty (30) days.
- (d) Specified anatomical areas shall not be exposed in publicly accessible areas of the tattoo parlor business or viewable from the public right-of-way.

CHAPTER 17

ARTICLE 13. TATTOO PARLORS AND MOBILE TATTOO VEHICLES

DIVISION 2. TATTOO PARLORS

Section 17-269. Operator.

- (a) The operator shall be free of communicable diseases and have no pustular skin lesions.
- (b) The operator shall not smoke during the tattoo operation.
- (c) The operator shall wear a clean, light-colored, short-sleeved smock during the tattoo operation.
- (d) The operator shall wear disposable gloves during the tattooing operation.
- (e) No tattoo parlor shall be operated in conjunction with nor share any operating space with any other business. Service of alcohol, marijuana/cannabis based substances, or other controlled substance shall not be permitted in conjunction with a tattoo parlor.
- (f) The entrance door shall be 100 percent clear and free of obstructions such as signs, window tinting, shelving, or racks. Storefront window openings shall provide an unobstructed view of the interior of the premises.
- (g) The operator shall ensure that specified anatomical areas of customers shall not be exposed in publicly accessible areas of the business or viewable from the public right-of-way.
- (h) The operator of a tattoo parlor shall prevent loitering and loud noises around the subject site during and after the hours of business operations.
- (i) The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants. This shall encompass the maintenance of exterior facades of the building, designated parking areas serving the use, walls and fences and the perimeter of the site (including all public parkways).
- (j) The operator of the tattoo parlor shall comply with all applicable state and local laws as they may be amended from time to time, including Health and Safety Code Sections 119300 et seq. (California Safe Body Art Act), Penal Code Section 653, and County of San Diego Department of Environmental Health regulations.

CHAPTER 17

ARTICLE 13. TATTOO PARLORS AND MOBILE TATTOO VEHICLES

DIVISION 2. TATTOO PARLORS

Section 17-281. Permit required.

(a) It shall be unlawful for any person to engage in the business of operating a tattoo parlor establishment, or a mobile tattoo vehicle, without first applying for and receiving approval of a permit from the deputy director of environmental health services.

(b) No tattoo parlor should be located within 1,000 feet of any other tattoo parlor, as measured from the nearest walls of the buildings within which the tattoo parlors are established. Exceptions to this separation requirement may be made by the Planning Commission.

(c) No tattoo parlor should be located within 500 feet of any licensed alcoholic beverage dispensing operation offering said beverages for on-site consumption. Exceptions to this separation requirement may be made by the Planning Commission.

SECTION III.

Amend the Chapter 33 of the Escondido Municipal Code to read as specified below. The changes are listed in order by section number, with ~~strikeout~~ typeface illustrating deletions and underline typeface illustrating new text.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Section 33-8. Definitions.

Banking.

(1) ATM kiosk is an electronic telecommunications devise or electronic banking outlet that allows customers to complete basic financial transactions without the aid of a bank teller or chartered financial institution representative.

(2) Bank means a State or Federally chartered financial institution, credit union, mortgage lender, savings and loan association, or industrial loan company which offers financial services that include lending money, collecting deposits, issuing currencies and debit cards, and transaction processing, and other typical banking services, with or without a teller.

(3) Check-cash / pay day means fringe bank institution or uses defined as other than a State or Federally chartered institution, credit union, mortgage lender, savings and loan

association or industrial loan company, that offers deferred deposit transaction services or check cashing services and loans for payment of a percentage fee. The term included, but is not limited to, deferred deposit transaction (payday loan) businesses that make loans upon assignment of wages received, check cashing businesses that charge a percentage fee for cashing a check or negotiable instrument, and vehicle title lenders who offer a short-term loan secured by the title to a vehicle. Non-profit financial institutions are not included in this definition.

Bargain basement store means any for-profit or non-profit store including any establishment, operation, or enterprise with one or more of the following characteristics: 1) a majority of the store's merchandise is offered for sale at a price equal to or below \$5.00; 2) merchandise priced at or below \$5.00 occupies at least one-half of the store's floor area which is devoted to retail sales; 3) used items represent a majority of the merchandise offered for sale in the store; or 4) used merchandise occupies at least one-half of the floor area in the store devoted to retail sales. Used merchandise herein is defined as all forms of used items including without limitation items that were formerly used but have been repaired, refurbished, and /or repackaged. The bargain basement store definition excludes: 1) bona fide antique stores; 2) thrift stores, second-hand dealers, and pawn shops; 3) stores which primarily engage in the sale of used books, periodicals, videos, or DVDs; 4) stores specializing in the sale of highly collectible items such as used coins, stamps, baseball cards, and other similar collectibles; and 5) a store where the majority of the items sold, measured by receipts or number of items sold, consist of food and/or beverage items.

Consignment shop is a retail establishment primarily engaged in the retail sale of non-donated, second-hand merchandise, and the merchandise is placed for sale with the establishment by the owner of the merchandise. Upon sale of the merchandise the purchase price is divided between the consignment shop owner and the owner of the merchandise. The establishment shall be limited to one type of merchandise, including but not limited to, clothing and related accessories, children's apparel and furniture, sporting equipment, or furniture and related home furnishings. This use does not include the sale of guns, appliances, mattresses, or vehicles.

Fleet storage means storage or parking of one or more vehicles used regularly in business operations. Where the parking of vehicles constitutes the principal use on the site, the use activity is considered a principal use. Typical fleet storage uses include taxi fleets, mobile catering trucks, car or truck (service delivery) storage, or delivery truck fleets. Excluded are car dealerships and vehicle junkyard or vehicle dismantling services.

Junk yards mean any space of two hundred (200) square feet or more of area of any lot used for the storage, sale, keeping or abandonment of inoperable vehicles, wrecking yards or salvage yards, junk or waste material, including scrap metal or other scrap materials, or for the dismantling, demolition or abandonment of automobiles, other vehicles, machinery or parts thereof, other than an impound yard.

Liquor store means any store designed and operated for the selling of alcoholic beverages with the selling of any other merchandise being incidental to the primary operation of selling liquor.

Pawn shop means a pawnbroker or business establishment that loans money, either for himself or herself, or for any other person, upon any personal property or personal security being purchased and resold to the vendor or other assignee at prices previously agreed upon. This use does not include the sale of guns, appliances, mattresses, or vehicles.

Secondhand store (or second-hand dealer) means conducting, managing, or carrying on the business of buying and selling used merchandise, such as jewelry, watches, diamonds, clothing, musical instruments, luggage, sporting goods, furniture, etc. This use does not include the sale of guns, appliances, mattresses, or vehicles.

Tattoo parlor means any permanent premises where a tattoo artist does tattooing for a fee or for other consideration. Tattoo parlor establishments also include body piercing and other body art services, but do not include beauty salons including cosmetology involving ear piercing, permanent eye and lip lining.

Thrift shop is a retail establishment or non-profit organization primarily engaged in selling used merchandise which has been obtained through bulk-purchases, or through donations or gifts and where the donor receives no value upon the sale of such merchandise, and where the use is designed to sell donated merchandise at a price below reasonable market value. The second-hand sale of guns, appliances, mattresses, or vehicles is prohibited under this classification. This use does not include establishments which sell used merchandise on consignment

Tow yard storage means a business or offering the services of a vehicle towing service, whereby disabled motor vehicles are towed or otherwise removed from the place where they are disabled by a truck; automobile; or other vehicle so adapted to that purpose, such as tow truck dispatch centers; or in the business of storing disabled motor vehicles. Excluded are sales/rentals of vehicles (i.e. car dealerships) and junkyard or dismantling services.

Vehicle repair services.

(1) Commercial vehicle repair includes uses that repair and maintain the mechanical components of the bodies of large trucks, mass transit vehicles, large construction or agricultural equipment, aircraft or boats. Commercial vehicle repair may also include general auto repair-type functions.

(2) General vehicle repair includes major repair of automobiles, motorcycles, recreational vehicles, or light trucks. Examples of use include body and fender shops; brake shops; full-service motor vehicle repair garages; machine shops; painting shops; towing services; and transmission shops. Does not include vehicle dismantling or salvage and tire retreading or recapping. General vehicle repair may also include limited vehicle repair-type functions.

(3) Limited vehicle repair includes minor repair of automobiles, motorcycles, recreational vehicles, or light trucks, vans, or similar size vehicles. Examples of use include brake adjustments and repairs; installation of electronic equipment (e.g., alarms, stereos, etc.); servicing of cooling, electrical, fuel, and exhaust systems; oil and lube shops; tire sales and installation shops; wheel alignment and balancing; auto glass installation and services.

Vehicle sales.

(1) Boutique car sales means a business associated with sales of automobiles, light trucks, vans, small trailers, and small recreational vehicles subject to registration, licensed by the Department of Motor Vehicles (DMV) with or without on-site vehicle inventory. Boutique car sales would allow a licensed dealer, that functions primarily as an office or broker, to store no more than two (2) vehicles on site at any given time.

(2) Car dealership means a well-defined sales and service area or car lot primarily engaged in the sale, long term storage, or rental or leasing of automobiles, light trucks, vans, small trailers, and small recreational vehicles to the public with a vehicle dealers permit or rental company permit licensed by the Department of Motor Vehicles (DMV). A car dealership may engage in auto retail sales, auto wholesales, auto broker sales, rental leasing, or any other DMV business partnership. Sales and leasing of heavy trucks and tractors are included within the category of "tractor or heavy truck sales, storage, rental."

(3) Parts and accessories sale and supply means an auto supply store or retailer specializing in new and rebuilt, package vehicle supplies, parts, and accessories, including the incidental assembling of customized items or parts onto vehicles.

(4) Tractor or heavy truck sales means an establishment primarily engaged in the sale, long term storage, or rental or leasing of tractor or heavy trucks, aircraft, marine crafts, large recreational vehicles and campers, equipment rental and leasing dealerships.

ARTICLE 16. COMMERCIAL ZONES

Section 33-332. Principal land uses.

Table 33-332. Permitted and conditionally permitted principal uses.

Use Title	CG	CN	CP
Retail Trade			
Automotive and marine craft			
<u>Boutique car sales*</u> <u>(subject to Article 57)</u>	<u>P</u>	<u>---</u>	<u>---</u>

<u>Car dealership*</u> <u>(subject to Article 57)</u>	<u>C</u>	---	---
Sales lots and parts Parts and accessories sale and supply (including autos, motorcycles, trailers, campers, recreational vehicles and marine craft vehicles) excluding farm and construction vehicles, three-axle trucks, and buses)	P	---	---
<u>Parts and accessories sale and supply (farm and construction vehicles, three-axle trucks, and buses)</u>	---	---	---
<u>Tractor or heavy truck sales, storage, or rental* (subject to Article 57)</u>	<u>C</u>	---	---
Services			
Automotive services (including motorcycles, marine craft, and recreational vehicles)			
Rental and leasing* (Article 57 and Council Resolution #73-264-R) with or without drivers, taxicab service	P	---	---
Repair and related services, except tire retreading and auto body Limited vehicle repair* (subject to Article 57)	<u>PC#</u>	---	---

<u>Auto body</u> <u>General vehicle repair*</u> (subject to Article 57)	C	---	---
<u>Commercial vehicle repair*</u> (subject to Article 57)	==	---	---
<u>Tire retreading*</u> (subject to Article 57)	==	---	---
<u>Junkyard and wrecking yard*</u> (subject to Chapter 15 and Article 57)	==	---	---
<u>Fleet storage*</u> (subject to Article 57)	C	---	---
<u>Tow yard storage*</u> (subject to Article 57)	==	---	---

ARTICLE 16. Commercial Zones.

Section 33-332. Principal land uses.

Table 33-332. Permitted and conditionally permitted principal uses.

Use Title	CG	CN	CP
Retail Trade			
<u>Used Merchandise</u>			
<u>Consignment shop*</u> (subject to Chapter 15 and Article 57)	C	---	---
<u>Pawn shop*</u> (subject to Chapter 15 and Article 57)	---	---	---
<u>Secondhand store*</u> (subject to Chapter 15 and Article 57)	C	---	---
<u>Thrift shop*</u> (subject to Chapter 15 and Article 57)	C	---	---
Retail Trade			
<u>General Retail</u>			
<u>Bargain basement store</u>	C	---	---

<u>Drugstores with drive-through*</u> (subject to section 33-341)	<u>C</u>	<u>C</u>	<u>C</u>
<u>Pharmacies with drive-through*</u> (subject to section 33-341)	<u>C</u>	<u>C</u>	<u>C</u>
<u>Florists, gifts, cards, newspapers, and magazines with drive-through*</u> (subject to section 33-341)	<u>C</u>	<u>C</u>	<u>C</u>
<u>General retail with drive-through*</u> (subject to section 33-341)	<u>C</u>	<u>C</u>	<u>C</u>
<u>Tobacco product store</u>	---	---	---
Food and Liquor			
Liquor stores, packaged (off-sale)	<u>PC</u>	<u>PC</u>	---
Eating and Drinking Establishments			
Restaurants, cafés, delicatessens, sandwich shops, etc.			
Auto oriented (drive-in,* drive-through*) (section 33-341)	<u>PC</u>		
Services			
Financial Services (including banks, securities brokers, credit offices, real estate services)	<u>P</u>	<u>P</u>	<u>P</u>
<u>Bank</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Bank with drive-through*</u> (subject to section 33-341)	<u>C</u>	<u>C</u>	<u>C</u>
<u>Check-cash/pay day</u>	---	---	---

<u>Real estate service or security broker</u>	<u>P</u>	<u>P</u>	<u>P</u>
Services			
Other Services			
Laundry and dry cleaning services			
Self-service, coin-operated* (<u>section 33-343</u>)	P	P	---
Pick-up service only* (<u>section 33-343</u>)	P	P	P
Dry cleaning, laundering, pressing and dying for on-site retail customers only* (<u>section 33-343</u>)	<u>PC</u>	---	---
<u>Commercial laundry or pressing*</u> (<u>section 33-343</u>)	---	---	---
<u>Private smokers' lounge</u>	---	---	---
Barber, beauty, nail, and tanning services	<u>P</u>	<u>P</u>	<u>P</u>
Personal services, NEC (including clothing and costume rental, tattooing, marriage bureaus, baby-sitting services, etc.)	<u>P</u>	---	---
<u>Personal services</u>			
<u>Barber, beauty, nail, and tanning services</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Clothing and costume rental, marriage bureaus, baby-sitting services, etc.</u>	<u>P</u>	---	---

<u>Tattoo parlor and body piercing* (subject to Chapter 17)</u>	<u>C</u>	---	---
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ARTICLE 16. COMMERCIAL ZONES

Section 33-333. Permitted accessory uses and structures.

Table 33-333. Permitted accessory uses and structures.

Use Title	CG	CN	CP
<u>ATM kiosk</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>ATM kiosk (drive-in,* drive-through*) (section 33-341)</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Drive-in,* drive-through* (section 33-341)</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Fleet storage* (subject to Article 57)</u>	<u>P</u>	---	---
<u>Tow truck operation incidental to repair* (subject to Article 57)</u>	<u>P/C</u>	---	---

ARTICLE 16. COMMERCIAL ZONES

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

(a) ~~Plot Plan~~Conditional Use Permit Required. ~~A plot plan application shall be required for all drive-through facilities not associated with a project requiring a discretionary application.~~Conditional Use Permit approval shall be required for the establishment of any use that offers drive-in or drive-through facilities. This shall include drive-through uses in conjunction with, but not limited to, washing/detailing automotive services (automated or hand-washed), retail trades, eating and drinking establishments, banks and other financial institutions, pharmacies, and other services.

(b) ~~Development Standards.~~The following development standards shall apply to all drive-through commercial facilities ~~site design and building design guidelines may be utilized by the appropriate permit review authority in the review of a Conditional Use Permit application to promote high quality development and to ensure that such developments do not have negative impacts on traffic, safety, air quality and visual character of the area in which they are located:~~

- (1) Site planning that accomplishes a desirable transition with the streetscape and adequate pedestrian environment. Pedestrian walkways that intersect the drive-through

drive aisles and parking areas, shall have with clear visibility; and may be emphasized by enriched paving or striping.

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

(3) The drive-through stacking lane shall be situated so that any overflow from the stacking lane shall not spill out onto public streets or major aisles of any parking lot. Sufficient vehicle stacking room shall be provided on-site behind the speaker area where orders are taken to accommodate a minimum of six (6) vehicles or greater if determined necessary by the director of community development. ~~The drive-through stacking lane shall be separated physically from the user's parking lot and shall have a capacity of twenty (20) linear feet per vehicle.~~

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

(5) Drive-through aisles and associated structures should be oriented away from public streets and surrounding land uses unless significant screening is provided to the satisfaction of the director of community development by means of heavy landscaping, decorative walls, and sound attenuating devices. A planter between the drive-through aisle and the parking area that includes shade trees consistent with those used in the parking areas may be requested.

(6) No ingress and egress points shall conflicting with turning movements at nearby street intersections. The design of the site and placement of structures done in a manner that: 1) minimizes the number of driveway cuts; and 2) provides adequate and safe queuing and maneuvering of vehicles to prevent interference with circulation of the site, adjacent uses, or queuing within/onto public right-of-way.

~~(7) Buildings with drive through facilities shall be located with a minimum separation of two hundred (200) feet from any other structure containing a drive-through facility. Certain types of drive through services may require less separation if substantiated by acceptable data~~

(7) The architecture of the building and other structures used to support the drive-through should address compatibility and harmonization with that of the building, shopping center, and/or structures within the immediate area in terms of building color, materials, mass, scale, and form. All building elevations should be architecturally enhanced. High quality building materials are encouraged. Reflective, glossy, and fluorescent surfaces are discouraged.

ARTICLE 16. COMMERCIAL ZONES

Section 33-343. Reserved Laundry and dry cleaning services.

(a) No new dry-cleaning with on-site cleaning or commercial laundry establishment shall be located within two hundred (200) feet of a residential zone or residential use unless the establishment utilizes a high-trans fluorinated alternative rather than using carbon Trichloroethylene (TCE) and Perchloroethylene (PERC).

(b) The operator of the approved "self-service laundromats" use shall prevent loitering and loud noises around the subject site during and after the hours of business operations. Management or a staff representative (e.g. attendant) must be present during hours of operation.

(c) No liquid or solid waste or similar material that may contaminate water supplies, interfere with bacterial process in sewage treatment, or otherwise cause the emissions of dangerous or offensive elements shall be discharged into the public sewer or private disposal system, except as determined by the permit review authority in accordance with applicable regulations.

ARTICLE 26. INDUSTRIAL ZONES

Section 33-564. Land-Principal land uses.

Table 33-564. Permitted and conditionally permitted principal uses.

Use Title	I-O	M-1	M-2	I-P
<u>Auto, RV and boat sales**</u> (subject to Article 57)	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Automotive services</u> (<u>excluding gasoline</u> <u>service stations and car-</u> <u>wash related uses</u>)	---	<u>P</u>	<u>P</u>	---
<u>Boat repair</u>	---	<u>P</u>	<u>P</u>	---
<u>Automotive services</u> <u>(including motorcycles,</u> <u>marine craft, and</u> <u>recreational vehicles)</u>				
<u>Gasoline sales or</u> <u>services</u>	---	---	---	---
<u>Fleet fueling</u>	---	<u>P</u>	<u>P</u>	---
<u>Car-wash,</u>	---	<u>C</u>	<u>C</u>	---
<u>polishing,</u>				
<u>vacuuming, or</u>				
<u>detailing (primary</u>				
<u>or accessory use)</u>				
<u>Limited vehicle</u> <u>repair* (subject to</u> <u>Article 57)</u>	---	<u>P</u>	<u>P</u>	---
<u>General vehicle</u> <u>repair* (subject to</u> <u>Article 57)</u>	---	<u>C#</u>	<u>C#</u>	---
<u>Commercial</u> <u>vehicle repair*</u>	---	---	<u>C</u>	---

<u>(subject to Article 57)</u>				
<u>Tire retreading*</u> <u>(subject to Article 57)</u>	==	==	==	==
<u>Junkyard and wrecking yard*</u> <u>(subject to Chapter 15 and Article 57)</u>	==	==	<u>C</u>	==
<u>Fleet storage*</u> <u>(subject to Article 57)</u>	==	<u>C</u>	<u>C</u>	==
<u>Tow yard storage*</u> <u>(subject to Article 57)</u>	==	==	<u>C</u>	==
<u>Fleet fueling</u>	==	<u>P</u>	<u>P</u>	==
<u>Vehicle Sales</u>				
<u>Boutique car sales*</u> <u>(subject to Article 57)</u>	==	==	==	==
<u>Car dealership*</u> <u>(subject to Article 57)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Parts and accessories sale and supply</u>	==	<u>P</u>	<u>P</u>	<u>P</u>
<u>Tractor or heavy truck sales, storage, or rental*</u> <u>(subject to Article 57)</u>	==	<u>C</u>	<u>C</u>	==

ARTICLE 26. INDUSTRIAL ZONES

Section 33-564. Land Principal land uses.

Table 33-564. Permitted and conditionally permitted principal uses.

Use Title	I-O	M-1	M-2	I-P
Banks/automated teller machines	—	P	P	—
<u>Financial Services</u>				
<u>Bank</u>	—	P	P	—
<u>Bank (drive-in,* drive-through*) (section 33-341)</u>	—	C	C	—
<u>Check-cash/pay day</u>	—	—	—	—
<u>Real estate service or security broker</u>	P	—	—	P
<u>Laundry and Dry Cleaning Services</u>				
<u>Self-service, coin-operated</u>	—	—	—	—
<u>Pick-up service only</u>	—	—	—	—
<u>Dry cleaning, laundering, pressing and dyeing for on-site retail customers only</u>	—	—	—	—
<u>Commercial laundry or pressing</u>	—	C	C	—

ARTICLE 26. INDUSTRIAL ZONES

Section 33-565. Accessory Permitted accessory uses and structures.

Table 33-565. Permitted accessory uses and structures.

Use Title	I-O	M-1	M-2	I-P
<u>ATM kiosk</u>				
<u>ATM kiosk (drive-in,* drive-through*) (section 33-341)</u>				
<u>Fleet storage* (subject to Article 57)</u>	P	P	P	P

<u>Tow truck operation incidental to repair* (subject to Article 57)</u>	---	<u>P/C</u>	<u>P/C</u>	---
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ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS

Section 33-1114. ~~Motor vehicle, aircraft, marine craft, trailer and camper, motorcycle, equipment rental and leasing dealerships. Vehicle sales, vehicle repair services, fleet storage and tow yard storage, and junkyards and wrecking yards~~

~~The city council shall, after recommendation by the city planning commission, adopt a resolution setting forth site development standards for motor vehicle, aircraft, marine craft, trailer and camper, motorcycle, equipment rental and leasing dealerships in the industrial zones.~~

~~The standards and criteria established by said resolution shall be applied as conditions for approval of all plot plans falling within the above categories of uses unless specific findings are made and enumerated by the director of community development stating unique circumstances and undue hardship which would require a modification of the standards and criteria.~~

(a) General requirements. The following requirements and standards apply to boutique car sales, car dealerships, tractor and heavy truck sales, vehicle repair services, fleet storage and tow yard storage, and junkyards and wrecking yards.

(1) Required building. A permanent structure or building with a minimum of three hundred (300) square feet shall be maintained on-site to support the land use activity. The building shall be a permanent structure. The quality of architecture and building materials of all on-site structures shall meet or exceed surrounding structures. Modular or portable buildings, trailers, or mobile homes for this purpose are prohibited.

(2) Amplified sound. The use or installation of a public address system or amplified sound system is prohibited. No loud or boisterous noises are allowed to emanate from the place of business, either by persons congregating there or by the playing of recording instruments, radios, and/or television sets or other sound-producing equipment.

(3) Parking areas. Customer and employee parking areas shall be easily accessible and located separately from vehicle display or storage areas. Ground markings and signs shall clearly indicate the location of customer and employee parking.

(4) The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants. This shall encompass the maintenance of exterior facades of the building, designated parking areas serving the use, walls and fences and the perimeter of the site (including all public parkways).

(b) Boutique car sales. Boutique car sales shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of Section 33-1114(a), and this section. No boutique car sales project shall be granted a permit unless the following requirements are satisfied:

(1) That the area controlled by the business is of sufficient size to allow storage or display on-site of no more than two (2) cars in paved and lined spaces no smaller than eight and one-half (8 1/2) feet in width and eighteen (18) feet in length.

(2) Display. Vehicles shall not be displayed on any above ground apparatus. The use of temporary structures and/or devices to elevate vehicles above the average grade of the site for display is specifically prohibited. All vehicle inventory must be stored on-site and not in the public right-of-way.

(3) No boutique car sales establishment shall be operated in conjunction with nor share any operating space with any other boutique car sales or car dealership business.

(4) Any lights provided to illuminate any car sales area permitted by this section shall be comparable and of the same intensity to that of the rest of the commercial or industrial area or premises and so arranged to reflect the light away from adjacent properties.

(c) Car dealerships and tractor or heavy truck sales, storage, or rental. Car dealerships and tractor or heavy truck sales shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of Section 33-1114(a), and this section. No dealership project shall be granted a permit unless the following requirements are satisfied:

(1) That the area controlled by the business is of sufficient size to allow storage or display of on-site of vehicles in paved and lined spaces no smaller than eight and one-half (8 1/2) feet in width and eighteen (18) feet in length. Employee and customer parking of no fewer than three (3) spaces shall be provided at a minimum, provided that one (1) additional employee/customer parking space shall be required for each additional twenty (20) spaces used for storage or display.

(2) Display. All vehicle inventory must be stored on-site and not in the public right-of-way.

(3) Landscaping. The vehicles and other display materials shall be set back five (5) feet from a street and shall not be located in required parking areas. Wheel stops or some other type of protective device shall be provided as necessary to prevent vehicles from damaging fences, walls, buildings or landscaped areas, or from extending across any public or private property lines. A landscape planter a minimum of five (5) feet wide shall be provided along all street frontages, subject to Water Efficient Landscape Standards

and street tree planting standards. Said landscaping shall be continuous and include a decorative planter area at the corner of intersecting streets unless a building is located at the corner or otherwise prevents continuity.

(d) Vehicle repair services. Vehicle repair services shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of Section 33-1114(a), and this section. No vehicle repair services project shall be granted a permit unless the following requirements are satisfied.

(1) All tires, barrels, new or discarded auto parts, vehicles under repair and other storage of materials used or sold on the premises must be stored and maintained inside the building if in a CG commercial zone (Section 33-337), M-1 industrial zone (Section 33-571), or similar zone district; or screened from view from adjacent properties and streets by a solid screen barrier in the M-2 industrial zone (Section 33-571). Outdoor storage of non-operational vehicles is prohibited in all zones, unless authorized as a permitted or conditionally permitted use (refer to "tow yard and storage") and reviewed and approved for code compliance.

(2) Residential and Street Adjacency. All new structures shall be oriented to face building, workstation, and service bay entrances, away from abutting residential properties and the public right-of-way to the extent practicable.

(3) Service bays shall be screened from adjacent properties and public view by a wall, fence, hedge or other appropriate plant or landscape material between the service bay and the property line to the extent practicable. Solid fencing or walls shall be constructed of brick, block, stone or frame-stucco. An ornamental masonry wall shall be provided along all property lines that abut property used or zoned for residential purposes. Screening shall minimize the visual impact to the extent appropriate, through means of placement, barrier, or camouflage. Screening shall be designed to blend into the surrounding architecture or landscape so that the object or land use is not apparent to the casual observer. The face of all screen walls facing public right-of-ways shall be landscaped with shrubs, trees, and climbing vines. Use of walls and screening techniques shall meet crime prevention standards and provide graffiti deterrence elements.

(4) Landscaping Required. A landscape planter a minimum of five (5) feet wide shall be provided along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards. Said landscaping shall be continuous and include a decorative planter area at the corner of intersecting streets unless a building is located at the corner or otherwise prevents continuity.

(5) Automobiles that are drivable in their present condition and are awaiting repairs are not considered to constitute "storage." Transported automobiles must be repairable and may be stored on the site if they are intended to be repaired. Vehicles or equipment

parked or stored on the site shall not be used as a source of parts and shall not be sold unless the business is also licensed for vehicle or equipment sales. A vehicle that is not in working order shall not be stored on such premises for more than forty-eight (48) hours, excluding days when business transactions do not take place such as public holidays or the weekend. Vehicles shall not be wrecked or dismantled; shall have hoods, trunks and doors closed.

(6) Tow truck operation incidental to repair. No commercial tow truck, tractor, trailer or semi-trailer, designed to pull or transport passenger automobiles, may be parked on the premises of a "auto supply stores with incidental installations" or "limited auto repair" station or service garage for more than four (4) hours within any twenty-four (24) hour period, except in case of emergency. Exceptions to exceed the four (4) hour limitation may be granted for "general repair" and "commercial vehicle repair" facilities as determined by the permit review authority. The storage of these trucks must be within an enclosed building or service bay of a commercial or industrial zone (CG, M-1, or M-2); or be located in the rear half of the lot of an industrial zone (M-1 or M-2 Zone) and be enclosed by a six (6) foot high solid wall or fence with solid gates.

(e) Fleet storage and tow yard storage. Fleet storage and tow yard storage shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of Section 33-1114(a) unless specified herein, and this section. No fleet storage or tow yard storage project shall be granted a permit unless the following requirements are satisfied:

(1) A vehicle that is not in working order shall not be stored on such premises for more than forty-eight (48) hours. Vehicles shall not be wrecked or dismantled; shall have hoods, trunks and doors closed; shall not be dirty or dusty; and shall not be parked or stored on public property or public rights-of-way. Junkyards and dismantling services is regulated by Chapter 15 of the Municipal Code.

(2) Sale Prohibited. No vehicle or any component of a vehicle shall be parked on public or private property advertising the vehicle or any other service or merchandise for sale.

(3) Required Building. A building shall be required to support tow yard storage services, if the use is maintained as a principal use, consistent with the general development standards of Section 33-1114(a); however, a building is not required to support fleet storage as a principal use.

(4) Screening. Perimeter screening shall be by a solid, uniform fence or wall with a maximum height as specified in the ordinance of the zoning district. Solid fencing or walls shall be constructed of brick, block, stone or frame-stucco. An ornamental masonry wall shall be provided along all property lines that abut property used or zoned for residential purposes. Screening shall minimize the visual impact to the extent appropriate, through

means of placement, barrier, or camouflage. Screening shall be designed to blend into the surrounding architecture or landscape so that the object or land use is not apparent to the casual observer. The face of all screen walls facing public right-of-ways shall be landscaped with shrubs, trees, and climbing vines. Use of walls and screening techniques shall meet crime prevention standards and provide graffiti deterrence elements.

(5) Landscaping Required. A five (5) foot wide planting area with trees shall be provided along the interior sides of screen wall. A separate landscaped planter shall be provided on-site with a minimum of five (5) feet wide dimensions along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards.

(6) Tow trucks for tow yard storage – Storage or tow trucks is considered an integral part of the tow truck dispatching service which is the main permitted use. When subject to the conditions of the M-2 Zone or the WM General district of the South Centre City Specific Plan, the storage of these trucks must be located in the rear half of the lot and be enclosed by a six (6) foot high solid wall or fence with solid gates.

(7) Fleet storage as a principal use. Demand analysis and mitigation as specified in section 33-1125 of this article.

(8) Fleet storage as an accessory use. Accessory fleet storage areas must be incidental to a principal land use activity, and the accessory storage is located on the same site or lot as the primary use, and is considered an integral part of that business. Accessory outdoor fleet storage and must be located in a manner that minimizes the visual impact of the fleet storage through means of placement, barrier, or landscape screening to the extent appropriate. Accessory fleet storage shall not include any of the following: 1) a tow truck, tractor, trailer or semi-trailer, designed to pull or transport passenger automobiles; or 2) accessory display of rental, leasable, or for-sale vehicles or equipment. The accessory storage or display of such is permitted only if they are otherwise permitted in the zone in which the facility is located.

(f) Junkyards. Junkyards and wrecking yards shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of Section 33-1114(a) unless specified herein, and this section. No junkyards or wrecking yards project shall be granted a permit unless the following requirements are satisfied:

(1) Required Building. A building is not required to support junkyards and wrecking yard uses.

(2) Screening and Landscaping Required. Perimeter screening shall be placed along the perimeter of the property by a solid, uniform fence or wall with a maximum height as specified in the ordinance of the zoning district. A five (5) foot wide planting area with trees shall be provided along the interior sides of solid screen wall. A separate landscaped

planter shall be provided on-site with a minimum of five (5) feet wide dimensions along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards.

(3) Demand analysis and mitigation as specified in section 33-1125 of this article.

ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS

Section 33-1127. ~~Reserved.~~Used merchandise sales.

(a) All consignment shops, secondhand stores, and thrift shops shall provide or satisfy the following criteria:

(1) A designated area inside the building shall be established for the receipt, sorting and processing of goods. Donated goods or received merchandise shall be accepted only during regular business hours.

(2) No more than thirty (30) percent of the floor area shall be utilized for receiving, sorting and storage of donated and traded goods. The area devoted to receiving, sorting and storage may be increased to forty (40) percent if the store/shop occupies more than 15,000 square feet of building space.

(3) Signs advising patrons that the merchandise/goods within the store are primarily preowned.

(4) Enclosed Activities. All activities shall be completely enclosed within the building for the use.

(5) Property Maintenance. The subject property shall be maintained free of trash and debris at all times. Management shall be responsible for the removal of litter from the subject property, adjacent property, and streets that results from the thrift store (with adjacent property owner consent). The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants. This shall include the maintenance of exterior facades of the building, designated parking areas serving the use, walls and fences and the perimeter of the site (including all public parkways).

(6) The storefront windows shall be permanently maintained as displays of merchandise in a professional and attractive manner (i.e., unsightly clothing racks and displays shall not be placed adjacent to the windows).

(7) Thrift shop. All goods donated for sale at the thrift shop must be accepted through the rear of the store. Adequate directional signage shall be provided from the main entrance to the use to direct individuals to the collection area. The collection area shall be noticed to prohibit depositing goods during nighttime hours or when the store is closed. Signage should include daytime collection hours for donated goods.

(8) All secondhand dealers are subject to the limitations and restrictions of Chapter 15 (Secondhand Dealer Ordinance).

(b) Pawn shops are prohibited use. Any existing pawn shop store or proprietor with a duly issued permit may continue to operate subject to the limitations and restrictions of Chapter 15 (Secondhand Dealer Ordinance) and Article 61 of Chapter 33.

ARTICLE 63. TRANSIENT LODGING FACILITIES

Section 33-1344. Design Guidelines.

I. TYPES OF TRANSIENT LODGING FACILITIES

A. Definitions and Expected Features. Transient lodging covers a wide spectrum of facilities from budget motels to resort destinations. Economy class, business/convention facilities and bed and breakfast establishments are also included. A customer chooses a facility to serve a particular need. While features of one type of establishment may be found in another, the following is a breakdown of facilities into three types:

1. Economy. Hotels and motels located on or near major arterials that serve the more budget-minded tourist and business clientele. Facilities can be generalized as being one or two stories with 200 rooms or fewer and having outdoor corridors and basic recreational amenities such as a pool and/or spa. Adjacent surface parking is typical.

2. Full Service. Hotels and motels located near business centers, downtowns or other major arterials convenient to major attractions. They generally provide a broader range of amenities and may include health clubs or other recreational facilities, restaurants, lounges, conference and convention facilities, laundry, secretarial and taxi services and business-oriented shopping facilities.

3. Resort. Hotels and lodgings typically sited on a prominent or otherwise attractive location and/or providing recreational amenities either on-site or within close proximity. They are treated as a destination point and offer a relaxing or vacation-type climate. They often include amenities similar to full service hotels such as restaurants, lounges, meeting facilities and shopping to attract conventions and other businesses.

B. Minimum Parcel Size. The site for a proposed facility shall meet the minimum lot size requirement for the underlying zone. Refer to the Zoning Ordinance for the minimum setback, height and floor area ratio requirements.

C. Businesses space and restaurants. Full service and resort hotels and lodging designed, constructed or used for 25 or more guest rooms or more may include a business supportive space use conducted therein for the convenience of the occupants and their guests, a boutique retail space, or a restaurant for use primarily by the hotel occupants and their guests.

1. The entrance to the business or restaurant shall be from the inside of the hotel.

2. The floor area used for all the businesses and restaurants in the facility shall not exceed thirty (30) percent of the total ground floor area of all the buildings comprising the hotel which are on a single lot or contiguous lots.

II. SITE DESIGN

~~A. Develop the project design in a manner which is consistent with the established City of Escondido Design Review Guidelines.~~

~~B.A.~~ Provide site planning that accomplishes a desirable transition with the streetscape and adequate landscaping, parking and safe pedestrian movement.

~~C. Utilize setbacks in excess of zoning restrictions.~~

~~D.B.~~ Preserve and respect the existing topography by integrating buildings with the hillsides. When grading is required, create several smaller pads rather than one large one.

~~E.C.~~ Utilize building height and scale which is compatible with the site and existing or anticipated adjoining buildings. Cluster buildings to attain village scale. Break up long building expanses with plazas and landscaping.

~~F.D.~~ Maximize view opportunities of distant hills and mountains and other natural and manmade landmarks from the complex.

~~G.E.~~ Ensure that full architectural treatment is provided on all building elevations, particularly those fronting major Circulation Element Streets.

~~H.F.~~ Centrally locate the lobby and office for easy access from streets and hotel units.

~~I. Provide buffer areas between guest rooms and public amenities such as restaurants, lounges and game rooms. This may be accomplished with lobby areas, landscape areas or passive recreation areas.~~

~~J.G.~~ Create an individual theme for the project site which is reinforced through architectural, landscaping, signage and streetscape treatments.

~~K.H.~~ Create a sense of arrival with unique focus to the project. Create sense of place and individual identity for each project by appropriate utilization of design treatments.

~~L.I.~~ Provide outdoor-oriented areas and activities such as cafes, kiosks, booths, benches, etc.

~~M.J.~~ Orient buildings around courtyards, arcades and plazas whenever possible.

~~N.K.~~ Avoid parking areas between street and building. Provide parking in rear of buildings.

~~O.L.~~ Consider crime prevention design and ease of surveillance in site planning and access design. Exemplary measures include visual corridors into the project from major roadways, landscaping to maintain views of pedestrian areas from drive aisles, and sufficient night lighting of pedestrian and parking areas.

M. Exterior corridors on multi-level buildings are strongly discouraged and should not be located adjacent to residential uses.

III. RELATIONSHIP TO COMMUNITY

A. Maintain a sense of community. Integrate projects with adjacent development.

B. Provide an attractive landscape tradition to adjoining properties.

C. Provide buffers for any project features which may have negative impacts upon adjacent properties.

D. The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and

occupants. This shall include the maintenance of exterior facades of the building, designated parking areas serving the use, walls and fences and the perimeter of the site (including all public parkways), subject to section 33-1344(X).

VII. PARKING AREAS AND ACCESS (Refer to Article 39 of this chapter for specific parking regulations.)

- A. Provide the parking and loading space requirements as found in the Zoning Ordinance.
- B. Locate loading spaces away from the front and exterior side of the facility or otherwise screen them from view. Loading spaces shall operate in a safe and efficient manner so as to not interfere with vehicular circulation and parking.
- C. Provide valet parking or adequate loading and unloading as part of the design and operating standards of the facility. Short term parking should be provided in close proximity to the office/check-in areas. Delivery and loading areas should be screened to minimize adverse visual and noise-related impacts to adjacent uses.
- D. Coordinate project access with adjacent intersection design and median cuts in abutting arterial and major highways.
- E. Design the pads as close to the street elevations as possible where the development abuts a major road to facilitate vehicular access, project visibility and drainage.
- F. Lay out car and pedestrian flow patterns carefully within the site, to minimize auto/pedestrian conflicts and insure adequate fire and delivery vehicle access.
- G. Soften the visual impact of parking areas on- and off-site by using landscaped islands; landscape screening, berms, walls; breaking up parking into sub-lots or into areas associated with particular uses; utilizing textured paving and walkways; or similar design measures.
- H. Coordinate the design of projects and associated expanded parkways with the parkways and medians of adjacent roadways including landscaping, project entries, street furniture and fencing.
- I. Coordinate site planning with transit stops.
- J. Use shading devices extensively in parking and pedestrian areas, such as canopy trees, arcades, decorative awnings and porticos.
- K. Orient buildings to provide parking through rear entrances where possible.

ARTICLE 63. TRANSIENT LODGING FACILITIES

Section 33-1347. ~~Reserved.~~ Operator obligations.

- (a) A manager and a minimum of one (1) additional employee shall be on duty at all times.
- (b) Guest registration requirements per Chapter 16-D of the Municipal Code.

(c) Operator has duties and obligations to their guests to furnishing proper accommodations and to exercise proper care for the guest's safety. The duty is fulfilled when reasonable care is taken to promote the guest's safety, morals, comfort convenience, and general welfare; and to prevent a guest's exposure to dangers.

(d) The operator of the approved use shall prevent loitering and loud noises around the subject site during and after the hours of business operations.

(e) Extended stay. No room shall be made available for extended stay or be provided to guests to occupy for more than 30 consecutive days.

(f) Every manager or person in control of a transient lodging facility in Escondido shall post in a conspicuous place in each room which is for rent or hire a printed statement of the specific charge or rate of charges by the day, week or month to be charged for said room or rooms. No charge or sum shall be collected or received for any greater sum than entitled to under the statement of charges or rates posted.

(g) Transient occupancies are subject to the transient occupancy tax requirements of Chapter 25 of the Municipal Code.

<u>Thrift shop (subject to Article 57 of the Zoning Code)</u>	---	---	<u>C¹⁴</u>	---	---	---	---
FOOD AND LIQUOR SALES							
<u>Liquor stores, packaged (off-sale)</u>	---	---	---	---	---	---	---
GENERAL OFFICE AND FINANCIAL SERVICES							
<u>ATM kiosk</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>ATM kiosk with drive-through</u>	---	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>
<u>Financial institutions, banks, savings and loans¹³ (excluding check-cashing and/or payday loans as a primary use), visitor and information center (including Downtown Business Association), governmental services, police and fire stations, etc. that provide direct contact with the public</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Financial institutions, banks, savings and loans with drive-through</u>	---	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>
<u>Check cash / pay day</u>	---	---	---	---	---	---	---
HEALTH AND PERSONAL SERVICES							
<u>Tattoo parlor and body piercing* (subject to Chapter 17 of the Municipal Code)</u>	---	---	---	---	---	---	---
SPECIALTY SERVICES							
<u>Private smokers' lounge</u>	---	---	---	---	---	---	---

- 3 Only permitted on Escondido Boulevard.
- 6 Only permitted on Pennsylvania Avenue and the north side of Valley Parkway between Kalmia and Ivy Streets.
- 12 Drive-through eating and drinking establishments shall be permitted with a Conditional Use Permit, subject to the provisions in Article 16, Section 33-341
- 13 Prohibited on corner lots of the retail core area.
- 14 Use shall have a minimum building floor area of 15,000 square feet.

SECTION V.

Amend the East Valley Specific Plan to read as specified below. The changes are listed in order by section number, with ~~strikeout~~ typeface illustrating deletions and underline typeface illustrating new text.

SECTION 4. LAND USE

TABLE 4.1

Permitted and Conditional Permitted Principal Uses

Land Use	CG	CP	HP
RETAIL TRADE			
Food <u>and Drink Sales</u>			
<ul style="list-style-type: none"> • <u>Liquor stores, packaged (off-sale)</u> 	---	---	---
General Retail			
<ul style="list-style-type: none"> • <u>Bargain basement stores</u> 	---	---	---
<ul style="list-style-type: none"> • <u>Consignment shop (Section 33-1127 of the Zoning Code*)</u> 	<u>P</u>	---	---
<ul style="list-style-type: none"> • <u>Drug stores with drive-through (Section 33-341 of the Zoning Code*)</u> 	<u>C</u>	<u>C</u>	---
<ul style="list-style-type: none"> • <u>Florists, gifts, cards, newspapers and magazines with drive-through (Section 33-341 of the Zoning Code*)</u> 	<u>C</u>	<u>C</u>	<u>C</u>
<ul style="list-style-type: none"> • <u>General retail of new merchandise, NEC (with drive-through (Section 33-341 of the Zoning Code*)</u> 	<u>C</u>	---	---
SERVICES:			
Automotive services			
<ul style="list-style-type: none"> • <u>Automobile supply stores with incidental installation</u> 	<u>P</u>	---	---
<ul style="list-style-type: none"> • <u>Boutique car sales or car dealership</u> 	---	---	---
<ul style="list-style-type: none"> • <u>Limited vehicleAuto-repair and service in freestanding or single tenant building</u> 	<u>C</u>	---	---

<ul style="list-style-type: none"> • <u>Limited vehicle repair and service in multi-tenant center which were comprehensively designed and approved for automotive repair prior to Area Plan</u> 	P	---	---
<ul style="list-style-type: none"> • <u>General vehicle repair</u> 	<u>C</u>	---	---
<ul style="list-style-type: none"> • <u>Commercial vehicle repair</u> 	---	---	---
<ul style="list-style-type: none"> • <u>Junkyard and wrecking yard</u> 	---	---	---
<ul style="list-style-type: none"> • <u>Tow yard storage</u> 	---	---	---
<ul style="list-style-type: none"> • <u>Tractor or heavy truck sales, storage, or rental</u> 	<u>C</u>	---	---
Financial services and institutions			
<ul style="list-style-type: none"> • <u>Check-cash / pay day</u> 	---	---	---
Other services			
<ul style="list-style-type: none"> • Laundry and dry cleaning services (<u>Section 33-343 of the Zoning Code*</u>) 			
<ul style="list-style-type: none"> ○ <u>Commercial laundry</u> 	---	---	---

SECTION 4. LAND USE

TABLE 4.2

Permitted Accessory Uses and Structures

Use Title	CG	CP	HP
<u>ATM kiosk</u>	<u>P</u>	<u>P</u>	---
<u>ATM kiosk with drive-through (Section 33-341 of the Zoning Code*)</u>	<u>C</u>	---	---
<u>Drive-through (Section 33-341 of the Zoning Code*)</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Fleet storage (as an accessory use)</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Tow truck operation incidental to repair</u>	<u>P/C</u>	---	---

SECTION 4. LAND USE

Section 4.7

Prohibited Uses

All uses not listed as permitted primary or accessory uses, or conditionally permitted uses shall be prohibited. Such prohibited uses include but are not limited to those which for a special emphasis are listed below:

(a) Automobile, motorcycle, truck and trailer rentals

(b) Boat sales and rentals

(c) Check cashing as a primary use

(d) Commercial vehicle repair

~~(d)~~(e) Equipment rental and leasing services

~~(e)~~(f) Motor vehicle sales and car dealerships (new or used), including boutique car sales, recreational vehicles, motorcycles and other motorized vehicles

~~(f)~~(g) Pawn shops

~~(g)~~(h) Retail uses with across the board maximum pricing or "everything under" pricing

~~(h)~~(i) Social services and charitable organizations involving the direct distribution of goods or services to the ultimate client at this location

~~(i)~~(j) Swap meets (interior or exterior), involving the rental or leasing of numerous small, delineated spaces to separate, unrelated proprietors which collectively sell a wide variety of goods and services, within a building, location or business, as a single entity

~~(j)~~(k) Tattoo parlors

~~(k)~~(l) Thrift stores

(m) Tobacco store and private smoker's lounge

(n) Tow yard storage, junkyards, and fleet storage as a primary use

~~(l)~~(o) Used or secondhand merchandise, excluding consignment sales

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

~~(n)~~(q) Any existing residential structure shall not be used for both residential and commercial purposes at the same time.

SECTION VI.

Amend the South Centre City Specific Plan to read as specified below. The changes are listed in order by section number, with ~~strikeout~~ typeface illustrating deletions and underline typeface illustrating new text.

CHAPTER 4.

TABLE 4.2

Permitted Land Uses for Specified Districts/Subareas

Land Uses	WM General	WM Com m.	9 th Overla y	13 th District	Felicita District	EB MU Overla y	EB Com m	SE Com m	SE MU Overla y
RETAIL TRADE									
Automotive related retail									
<ul style="list-style-type: none"> Automobile <u>supply stores with incidental installation</u> 	<u>P</u>	<u>P</u>	---	<u>P</u>	<u>P</u>	---	<u>P</u>	<u>P</u>	---
<ul style="list-style-type: none"> Automotive, trailer, motor-home, recreational vehicle, or marine craft sales, NO SALES LOT (office only)<u>Boutique car sales (subject to Article 57 of the EZC)</u> 	P	P	---	---	P	---	P	P	---

<ul style="list-style-type: none"> Tractor or heavy truck sales, storage, rental* (subject to Article 57) 	CUP	---	---	---	---	---	---	---	---	---
<ul style="list-style-type: none"> Fleet or car storage as a primary use (subject to Article 57 of the EZC) 	CUP# CUP	---	---	---	---	---	---	---	---	---
<ul style="list-style-type: none"> Tobacco, smoke, and/or electronic vapor substance inhalation shop Tobacco product store or private smoker's lounge 	---	---	CUP#	---	---	---	--	---	---	---
TRANSPORTATION RELATED SERVICES										
Automotive services										
<ul style="list-style-type: none"> Tire retreading and recapping 	P---	---	---	---	---	---	--	---	---	---
<ul style="list-style-type: none"> Tow yard storage (subject to Article 57 of the EZC) 	CUP#	---	---	---	---	---	--	---	---	---
<ul style="list-style-type: none"> Vehicle repair, commercial (subject to 57 of EZC) 	CUP	---	---	---	---	---	--	---	---	---
<ul style="list-style-type: none"> Vehicle repair, general (see definition) (subject to 57 of EZC) 	PCU P#	---	---	---	CUP	---	--	---	---	---
<ul style="list-style-type: none"> Vehicle repair, limited (see definition) (subject to 57 of EZC) 	P	---	---	---	CUP#	---	CUP#	---	---	---

CHAPTER 4. TABLE 4.2

Permitted Land Uses for Specified Districts/Subareas

Land Uses	WM General	WM Comm.	9 th Overlay	13 th District	Felicita District	EB MU Overlay	EB Comm	SE Comm	SE MU Overlay
BUSINESS, OFFICE, GOVERNMENT & FINANCIAL (EXCLUDING MEDICAL)									
<u>Check-cash / pay day</u>	---	---	---	---	---	---	---	---	---
PERSONAL & OTHER SERVICES									
Laundry and dry cleaning services (Subject to Section 33-342 of the EZC):									
• <u>Dry-cleaning with on-site pressing</u>	<u>P</u>	---	---	---	---	---	---	---	---
Tattoo parlor or body piercing (subject to Chapter 17 of Municipal Code)	<u>CUP#</u>	---	---	---	---	---	---	---	---
RETAIL TRADE									
<u>General Retail</u>									
• <u>Bargain basement store</u>	---	---	---	<u>CUP</u>	---	---	---	---	---

<ul style="list-style-type: none"> Second hand and thrift stores, <u>and</u> consignment shops—<u>and</u> pawn shops (Subject to Article 57 of the EZC) 	---	---	<u>CUP#</u>	---	---	---	<u>CUP#</u>	---	---
<ul style="list-style-type: none"> <u>Pawn shop</u> (Subject to Article 57 of the EZC) 	---	---	---	---	---	---	---	---	---
<u>Food and liquor</u>									
<ul style="list-style-type: none"> Liquor store, packaged (off-sale alcoholic beverages) 	---	---	---	CUP	CUP	<u>PCUP</u>	CUP	CUP	CUP
SPECIAL USES									
Drive-through facilities, including drive-through banks, dairies, drug stores/pharmacies, grocery stores, cleaners, etc., which are either an incidental use to the primary use or constitute the primary use (Subject to Section 33-341 of the EZC)	---	CUP	---	---	CUP	---	---	---	---
ACCESSORY USES AND STRUCTURES									
<u>ATM kiosk</u>	---	---	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>ATM kiosk with drive-through</u>	---	<u>CUP</u>	---	<u>CUP</u>	<u>CUP</u>	---	---	---	---

CHAPTER 10. APPENDICES

Definitions.

Bargain basement store means any for-profit or non-profit store including any establishment, operation, or enterprise with one or more of the following characteristics: 1) a majority of the store's merchandise is offered for sale at a price equal to or below \$5.00; 2) merchandise priced at or below \$5.00 occupies at least one-half of the store's floor area which is devoted to retail sales; 3) used items represent a majority of the merchandise offered for sale in the store; or 4) used merchandise occupies at least one-half of the floor area in the store devoted to retail sales. Used merchandise herein is defined as all forms of used items including without limitation items that were formerly used but have been repaired, refurbished, and /or repackaged. The bargain basement store definition excludes: 1) bona fide antique stores; 2) thrift stores, pawn shops, second-hand dealers, and pawn shops; 3) stores which primarily engage in the sale of used books, periodicals, videos, or DVDs; 4) stores specializing in the sale of highly collectible items such as used coins, stamps, baseball cards, and other similar collectibles; and 5) a store where the majority of the items sold, measured by receipts or number of items sold, consist of food and/or beverage items.

Fleet storage means storage or parking of one or more vehicles used regularly in business operations. Where the parking of vehicles constitutes the principal use on the site, the use activity is considered a principal use. Typical fleet storage uses include taxi fleets, mobile catering trucks, car or truck (service delivery) storage, or delivery truck fleets. Excluded are car dealerships and vehicle junkyard or vehicle dismantling services.

Junk yards mean any space of two hundred (200) square feet or more of area of any lot used for the storage, sale, keeping or abandonment of inoperable vehicles, wrecking yards or salvage yards, junk or waste material, including scrap metal or other scrap materials, or for the dismantling, demolition or abandonment of automobiles, other vehicles, machinery or parts thereof, other than an impound yard.

Tobacco, smoke, and/or electronic/vapor substance inhalation shop.

~~Any store, stand, booth, concession, or other place that either devotes a substantial portion of its display area (i.e., fifteen (15) percent or more of floor space) to tobacco products and/or electronic/vapor inhalation substance products, and/or drug paraphernalia or similar products, or devotes more than sixteen (16) cubic feet of shelf space, for the display or sale of tobacco products and/or electronic/vapor inhalation substance products or similar products or drug paraphernalia to purchasers for consumption or use.~~

Tow yard storage means a business or offering the services of a vehicle towing service, whereby disabled motor vehicles are towed or otherwise removed from the place where they are disabled by a truck; automobile; or other vehicle so adapted to that purpose, such as tow truck dispatch centers; or in the business of storing disabled motor vehicles. Excluded are sales/rentals of vehicles (i.e. car dealerships) and junkyard or dismantling services.

Vehicle repair—general.

Major repair of automobiles, motorcycles, recreational vehicles, or trucks. Examples of use include body and fender shops; brake shops; full service motor vehicle repair garages; machine shops; painting shops; towing services; and transmission shops. Does not include vehicle dismantling or salvage and tire retreading or recapping.

Vehicle repair—limited.

Minor repair of automobiles, motorcycles, recreational vehicles, or light trucks, vans, or similar size vehicles. Examples of use include brake adjustments and repairs; installation of electronic equipment (e.g., alarms, stereos, etc.); servicing of cooling, electrical, fuel, and exhaust systems; oil and lube shops; tire sales and installation shops; wheel alignment and balancing; auto glass installation and services.

Vehicle repair services.

(1) Commercial vehicle repair includes uses that repair and maintain the mechanical components of the bodies of large trucks, mass transit vehicles, large construction or agricultural equipment, aircraft or boats. Commercial vehicle repair may also include general auto repair-type functions.

(2) General vehicle repair includes major repair of automobiles, motorcycles, recreational vehicles, or light trucks. Examples of use include body and fender shops; brake shops; full-service motor vehicle repair garages; machine shops; painting shops; towing services; and transmission shops. Does not include vehicle dismantling or salvage and tire retreading or recapping. General vehicle repair may also include limited vehicle repair-type functions.

(3) Limited vehicle repair includes minor repair of automobiles, motorcycles, recreational vehicles, or light trucks, vans, or similar size vehicles. Examples of use include brake adjustments and repairs; installation of electronic equipment (e.g., alarms, stereos, etc.); servicing of cooling, electrical, fuel, and exhaust systems; oil and lube shops; tire sales and installation shops; whe

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 14

August 21, 2019

File No. 0800-40

SUBJECT: New Inventory Parking Lot for Lexus Escondido (PHG 18-0026)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2019-11 approving a modification to a previously approved Master Development Plan and new Precise Development Plan for a new inventory parking lot for Lexus Escondido.

PROJECT DESCRIPTION:

A modification to a previously approved Master Development Plan and new Precise Development Plan for Lexus Escondido to demolish two (2) residences and construct a new inventory parking lot for the adjacent Lexus car dealership. The project also includes a request to adopt a Class 11 Exemption in accordance with the California Environmental Quality Act (CEQA), "Small Parking Lots."

LOCATION:

The 0.84-acre property is located on 1539 and 1551 Tanglewood Lane, south of Auto Park Way and just west of Interstate-15 (I-15). The adjacent Lexus car dealership is approximately 7.90-acres and located at 1205 Auto Park Way.

FISCAL ANALYSIS:

The proposed Project is a private development project that will require the payment of fees in effect at the time permits are requested.

PLANNING COMMISSION RECOMMENDATION:

When the matter related to Planning Case No. PHG18-0026 was presented to the Planning Commission for their review and consideration of a new inventory parking lot, it was expected that outdoor events and noise issue would be brought up by surrounding residents. Although the noise concerns are not directly related to the scope of the details of the permit request to construct a new inventory parking lot, it is associated with the larger Centre/Lexus Escondido property. Nine (9) of the twelve (12) public speakers specifically brought up music noise and/or amplified noise as an issue of concern associated with existing operations. On February 12, 2019, the Planning Commission voted 4-2 (Commissioner Watson absent) to recommend City Council approval the Project. As a whole, the Planning Commission supported the Project as supporting the existing dealership and as promoting

economic development. However, the Commission did express some interest and concern over testimony received relating to amplified music coming from the Centre/Lexus Escondido and other associated noise impacts to the surrounding community. During the course of their deliberations, the Planning Commission majority felt it best to rely on the existing monitoring and noise enforcement. It was also mentioned that the Centre/Lexus Escondido's plan to reduce noise impacts (called a "Noise Compliance Plan") should be updated to be more effective. Individual commissioners also recommended that the applicant address all noise-related issues prior to City Council's consideration of the subject application. Public testimony provided during the Planning Commission meeting is summarized in the Public Input section later in this staff report, as is a detailed assessment of the Centre/Lexus Escondido's music noise levels. The Planning Commission staff report and Planning Commission meeting minutes are provided as Attachments 1 and 2, respectively.

BACKGROUND:

In 2006, the City Council approved a Master Plan Development application for Lexus Escondido at 1205 Auto Park Way (Planning Case No. 2006-10-PD). The Lexus dealership was proposed and approved to offer amenities beyond the sale of vehicles, auto service, and the sale of parts and accessories; the approval included a restaurant on the third floor, a conference center on the second floor, food and beverage center and retail boutique space on the first floor, a monument sign with an electronic message board, and a digital media screen. At the time the 2006 application was processed and approved, the roof decks were designated as "garden patios" with no planned use of the space. In 2013, the City Council approved a modification to the Master Development Plan (Planning Case No. PHG 12-0001) to allow outdoor events with amplified music on the third floor roof decks. The music noise levels are regulated by previous conditions of approval and a Noise Compliance Plan, which was approved administratively in 2014. Today, the full-service Lexus dealership includes a 326,000 square-foot facility with 20,000 square feet of event space and outdoor fire pits that can be used for concerts, weddings, banquets, etc. Over the past couple of years, Lexus Escondido has actively been working to facilitate expanding the existing inventory of its dealership, and through this application, is seeking to obtain a modification to the original Master Development Plan to expand the boundary of the Centre/Lexus Escondido to construct a new inventory parking lot.

It is important to note that Planning Case Nos. 2006-10-PD and PHG 12-0001 were both separately processed through a business enhancement zone incentive program which made the permit requests eligible for processing directly to the City Council and exempt from review by any other entity including, the Planning Commission. This is the first permit request for the Centre/Lexus Escondido that was presented to the Planning Commission for review and consideration. Although Planning Commission's review and consideration of the permit request was generally limited to the scope of the permit application, the Project has invited a conversation about music noise level limits, as detailed in this staff report.

It was anticipated that through the 2014 Noise Compliance Plan and Project Conditions of Approval (associated with PHG12-0001), noise related disturbances and/or annoyances would be minimized. However, the Planning Division of the City of Escondido first learned about noise-related impacts

from special event use in the summer of 2015, when a group of residents began contacting the Police Department and Code Enforcement Division about how they were impacted by noise during special events. At the time, and in the intervening years since then to date, the Centre/Lexus Escondido, working through property management and/or the appointed noise control assistant on site, has been generally responsive to ad hoc noise-related complaints. The Centre/Lexus Escondido has demonstrated that in nearly all cases, the Centre/Lexus Escondido has remained compliant with required noise levels associated with the Noise Compliance Plan guidelines and Project's Conditions of Approval. Still, even if the dB(A) guidelines are being met at property line (noise logarithmic unit used to measure the intensity of sound), unreasonable disturbance may still be occurring on surrounding properties. To this day, noise issues remain and complaints continue to be received. The most recent of which occurred during winter 2018-2019. Complaints may occur simply because people some distance from the event can hear it, and consequently, they feel that the music must be loud even though the guidelines are being met. Alternatively, topographical and climatic conditions can be such that the music noise level is lower at locations nearer to the venue; or the music noise level is not exceeding the levels required at the fixed point, monitoring location(s).

Over the past several months, the City of Escondido Planning Division has worked with the Centre/Lexus Escondido to conduct research, hold meetings, interact with residents and the property manager at the Centre/Lexus Escondido and investigated the merit of previous complaints. In consideration of the existing music noise level controls, at most times there appears to be noise-level condition compliance. Still, City staff felt it important to gain an understanding of the extent of the potential noise impact in the neighborhoods adjacent to the Centre/Lexus Escondido. A noise study assessment (called "Noise Demonstration Study") was performed on May 21, 2019. The objective of the noise demonstration study was to assess noise conditions, report the results of such evaluation, and if the results warranted additional sound mitigation, request the funding of a noise abatement. The noise demonstration study demonstrated no code violation. More information about these conversations are covered later in the staff report.

ANALYSIS:

1. General Plan / Zoning

In consideration of the proposed use, future land use compatibility is primarily based on information from General Plans and other regional and local planning documents. These documents were examined to assess the project's potential consistency. The General Plan land-use designation for the site is Planned Commercial (PC), which provides for a variety of commercial activities within a self-contained, comprehensively planned development. It is also included within the Promenade Retail Center and Vicinity Target Area (p. II-74 of the Land Use Portion of the General Plan). The Target Area generally includes the southwestern quadrant of I-15/W. Valley Parkway encompassing the large shopping center and the middle school property, which is also designated as Planned Commercial for future commercial development. The existing use of 1539 Tanglewood Lane and 1551 Tanglewood Lane as single-family residences are non-conforming to both the current PC land use designation and the Planned Development-Commercial (PD-C) zoning on the properties.

Auto dealerships are largely reliant on inventory to support sales and require the space necessary to store vehicles. Site constraints can impact the ability to increase sales. Furthermore, damage to inventory can happen because vehicles need to be moved multiple times by employees to retrieve vehicles in over-stacked areas. The existing Lexus Escondido 7.90-acre site is inventory constrained. The addition of 1539 and 1551 Tanglewood Lane offers space for an additional 140 vehicles. This provides opportunities for more efficient spatial management with far less chances of damage occurring to inventory. The proposed project would be consistent with the Target Area Guiding Principles, as well as other economic-premised policies of the General Plan, in that the project can help draw in more consumers, grow revenues, and improve overall economics.

2. Site Modifications and Site Standards

The permit request consists of a modification to a previously approved Master Development Plan and new Precise Development Plan for Lexus Escondido. The Project proposal includes the following actions:

- Increase the boundaries of the existing Master Development Plan to include 1539 Tanglewood Lane, 0.50 acres, and 1551 Tanglewood Lane, 0.34 acres (0.84 acres total added);
- Demolish two (2) existing residences on adjacent lots (1539 and 1551 Tanglewood Lane); and
- Add an inventory parking lot on adjacent lots to accommodate up to 140 vehicles.

Storage space for inventory parking is proposed to be located within two (2) feet from front property line and just over six (6) feet from the southerly property line. The drive aisle ramp is proposed on the north property line and a bio retention system is predominately proposed along the west property line. Pursuant to Table 33-335 of Article 16 (Commercial Zones Ordinance), required yards shall not be used for vehicle parking. In general, there are no required front, side, or rear yard setbacks in commercial zones (CG Zone) unless the yard of a property is adjacent or abutting the yard of a residentially zoned property. All adjacent and abutting properties are zoned for planned commercial development. Therefore, in consideration of the basic commercial zoning code requirements, the location of car inventory storage may locate anywhere on 1531 and 1551 Tanglewood Lane.

In accordance with Section 33-780 of Article 39 (Off-Street Parking Ordinance), every parking area abutting residentially zoned property shall provide a solid wall, view-obscuring fence or compact evergreen hedge six (6) feet in height, provided that along the street side said wall, fence or hedge shall not exceed thirty-six (36) inches in height. The application request includes an exception to this standard to build a six (6) foot wall along Tanglewood Lane to ensure that proposed use is well-screened and the application supports land use compatibility. Pursuant to Section 33-401 of Article 19 (Planned Development Ordinance), exceptions to standards of the Zoning Code shall be granted by the Planning Commission and City Council where a finding can be made that such exception encourages a more desirable environment and are warranted in order to foster the establishment of a

comprehensively planned and designed development. After project implementation, most of the car storage would not be visible from surrounding properties. The street side elevation is approximately 697 to 699 feet above mean sea level. The finished grade of the lot would be approximately 681 to 687 feet above mean sea level. The lower profile and proposed location would reduce the visibility of the car storage on the inventory lot. A line-of-sight analysis (provided on sheet A3.1P in the site plan) demonstrates that car inventory storage would be more completely screened by the proposed six (6) foot wall. New berm landscaping would help screen the wall from street view.

The proposed use facilitates converting functioning residential uses to a commercial use of property. Therefore, the development of "commercial land" abuts residential property (either built or zoned). It is important to note that the presence of adjacent and nearby residential uses was factored into the design of the project and appropriate transitional methods have been incorporated, as follows:

- **Site Orientation:** The site design is oriented toward the Lexus dealership at 1205 Auto Park Way. Parking, pedestrian access, and dealership entrances should be oriented away from the residences (back-to-back relationship).
- **Buffer:** The street (Tanglewood Lane) is used as a boundary between commercial and residential land uses.
- **Topography:** The project uses existing topography to naturally separate commercial and residential areas. Additionally, a lower finished grade is utilized to enhance compatibility with surrounding development, especially adjacent residential neighborhoods.
- **Fencing/Landscaping:** Screened landscaped areas naturally separate commercial and residential areas (a combination of landscaping, berming, and wall/fencing is necessary). The use of high quality materials in the construction of fencing and landscaping, which are featured on property lines adjacent to the residential properties on the north and south, as well as along Tanglewood Lane, would decrease long-term maintenance costs and decrease the likelihood that neglected, unsightly areas would occur.
- **Lighting:** Lighting used to illuminate an off-street parking areas are arranged to deflect light away from any adjoining property or from public streets through fixture type, height and location. Exterior lighting is limited to low profile and low level to ensure that any such light source would not glare upon adjacent property or public streets.

3. Site Operations

As indicated by the applicant, Lexus vehicles would continue to be dropped off on the 1205 Auto Park Way property. After completing a pre-deliver inspection in the shop at 1205 Auto Park Way, some vehicles would be driving to the proposed parking lot (1539 and 1551 Tanglewood Lane) by driving on Tanglewood Lane. The new parking lot can accommodate up to 140 vehicles. These vehicles would be duplicate new car vehicles of cars already stored on the 1205 Auto Park Way property. Should a vehicle need retrieval, a lot attendant would access the lot via a pedestrian stairway from the 1205 Auto Park Way site and then drive the vehicle on Tanglewood Lane to the dealership. Approximately ten (10) cars or less are expected to be driving on Tanglewood, subsequent to initial

import. There is currently a lot attendant team of six (6) employees and there are three (3) to four (4) on shift at any given time. The sales department hours of operation are Monday-Friday: 8 a.m. to 9 p.m., Saturday: 8 a.m. to 6 p.m., and Sunday: 10 a.m. to 6 p.m. The 1539 and 1551 Tanglewood Lane inventory lot would be secured with an automatic gate and the applicant intends on installing security cameras on the site that are tied into the larger dealership surveillance system at the 1205 Auto Park Way site. Additionally, a third party security team would patrol and monitor the Tanglewood Lane properties.

In general, homes are more sensitive to changes that may result in increased noise, vibrations, or increased levels of traffic congestion. Non-residential uses are typically less sensitive to these types of changes because they interfere less with normal commercial, office, or industrial activities. The project would not result in or generate any adverse noise, dust, odor or traffic impacts. Except as expressly amended herein draft Ordinance No. 2019-11, all previous conditions and performance standards applicable to Planning Case Nos. 2006-10-PD and PHG 12-0001 shall continue in full force and effect, unless otherwise approved through permit modification. The foregoing site operations applicable to 1539 and 1551 Tanglewood Lane would be limited to the scope of the details of the request and/or as conditioned.

4. Supplemental Details of Request

1. Property Size: 1539 Tanglewood Lane, 0.50 acres; and 1551 Tanglewood Lane, 0.34 acres (0.84 acres total). Lexus Escondido also owns another adjacent 7.90-acre.
2. Existing Buildings:
 - A. 1539 Tanglewood Lane residence to be removed.
 - B. 1551 Tanglewood Lane residence to be removed.

The subject residences are not listed on the Escondido historic sites survey or local register listing and not eligible for historic resource designation.

3. Proposed Buildings: None. Improvements to consist of surface parking with associated landscaping and screen walls.
4. Other Proposed Modifications:
 - 140 non-striped parking spaces, conditioned to ensure adequate fire access;
 - Six (6) foot split face CMU pilaster and vinyl fencing on adjacent residential property lines;
 - Six (6) foot high decorative split face CMU wall on street side;
 - Landscaping screen hedge (Tanglewood Lane street section);
 - Six (6) foot to twelve (12) foot inward facing retaining wall with fall arrest netting;
 - New storm water infrastructure (bioretention); and

- New landscape planters along perimeter.
5. Parking: 140 non-striped parking spaces to be provided.
 6. Number of Employees: Up to three (3) or four (4) parking attendants on-site, fluctuating on the time of day.
 7. Number of Vehicles: Up to 140 duplicate, new vehicles.
 8. Hours of Operation: Hours would fluctuate based on need and demand of the sales department. However, the sales department hours of operation are Monday-Friday: 8 a.m. to 9 p.m., Saturday: 8 a.m. to 6 p.m., and Sunday: 10 a.m. to 6 p.m. The 1539 and 1551 Tangelwood Lane inventory lot is not open to the public.
 9. Fencing/Screening: A six (6) foot split face CMU pilaster and vinyl fencing on north and south property lines and a six (6) foot high decorative split face CMU wall on street side. The street side would be screened with landscaping as shown on the plans.
 10. Signage: No signage proposed.
 11. Master Development Modifications: The application requires accommodation of a wall height exception Plan from thirty-six (36) inches to six (6) feet along the street side (Tanglewood Lane).

PUBLIC INPUT:

Twelve (12) public speakers addressed the Planning Commission during the February 12, 2019, public hearing on this item. Although it was expected that outdoor events and noise issue would be brought up by surrounding residents, it was the predominant theme of oral testimony. Nine (9) of the twelve (12) public speakers specifically brought up noise, special events, and/or amplified music as an issue of concern.

- Drew Davis, General Manager of Lexus Escondido was available for questions.
- Rich Garcia, Martin & Paige Architecture Inc. Applicant, spoke in favor and was available to answer questions.
- Melinda Whitford, spoke in opposition and raised concerns about the noise violations.
- John Miller, spoke in favor as long as transporters do not park on Tanglewood Lane.
- Jesse Vinje, spoke in opposition, raised concerns about the noise violations, and submitted a map.
- Samantha Otte, spoke in opposition due to the noise violations and submitted a petition.

- Earl Otte, spoke in opposition due to concerns about lack of compliance regarding noise levels.
- Sean Fester, spoke in opposition due to noise level concerns.
- Nicholas Houch, spoke in opposition and raised concerns about the noise levels.
- Pam Stahl, spoke in opposition due to noise levels.
- Diane MacPherson, spoke in opposition due to noise levels.
- Jennifer Volper, spoke in opposition and raised concerns about unsafe walking conditions for pedestrians.

The Planning Division of the City of Escondido first learned about noise-related impacts from special event use in 2015, when a group of residents began contacting the Police Department and Code Enforcement Division about how they were impacted by noise during special events. And still to this day, noise issues remain. Some of those more recent correspondences are provided as an attachment to the February 12, 2019, Planning Commission staff report. Correspondences received since then are attached to this report as Attachment 4. Subsequent to the Centre/Lexus Escondido worked with City staff to address any real or perceived noise-related issues. As part of the assessment, the Centre/Lexus Escondido conducted a noise demonstration event on May 21, 2019, to collect sound data. As a part of this process City staff met with surrounding residents and the applicant to discuss music noise levels and if new noise barrier designs should be developed. More information about these conversations are covered in the next section of the staff report.

NOISE RELATED INVESTIGATIONS AND RESULTS:

The current applicable hourly noise limit for event noise at the Centre/Lexus Escondido is 65 dB(A) at properties located immediately adjacent to the project site. At receivers that are not located immediately adjacent to the site (such as receivers located along 11th Avenue), the daytime hourly noise limits contained within Section 17-229 of the City of Escondido Municipal Code apply, which specifies noise limits based on the land use of the properties in question. According to Section 17-229 of the City of Escondido Municipal Code, the daytime noise limits (at properties not located immediately adjacent to The Centre) are 50 dB(A) for properties with single family residential use, and 55 dB(A) for properties with multi-family residential use; however, if the ambient noise level is measured to exceed these noise limits, then the applicable noise limit becomes the ambient noise level.

Over the past several of months, the City of Escondido Planning Division has worked with the Centre/Lexus Escondido to conduct research, hold meetings, interact with residents and the property manager at the Centre/ Lexus Escondido and investigated the merit of previous complaints. The overall goal of this effort was to gain an understanding of the extent of the potential noise impact in the neighborhoods adjacent to the Centre/Lexus Escondido and to help determine the sound propagation characteristics between the venue and those living nearby who might be affected by noise. As part of the assessment, a noise demonstration study was performed on May 21, 2019. The event was advertised two (2) times to surrounding properties by mailed notice. Approximately

eight (8) people attended the noise demonstration event. The demonstration proceeded with recorded music played from a typical stage location on the Centre/Lexus roof deck. Music noise level readings were recorded on 11th Street, just south of the Centre/Lexus Escondido. The objective of the noise demonstration study was to assess noise conditions, report the results of such evaluation, and if the results warranted additional sound mitigation, request the funding of a noise abatement.

The noise levels contributable to music from the Centre/Lexus Escondido were measured during the May 21, 2019, noise demonstration event to be below noise level requirements. While noise from music was audible, the dominant source of noise during sound testing was from traffic traveling on Interstate 15 (I-15), located approximately 1,000 to 1,200 feet to the east of the properties where measurements were conducted. For this reason, no additional mitigation is deemed required. For more information about the May 21, 2019, noise demonstration study, please refer to Attachment 3.

To be fully responsive to the recent inquiries and music noise level complaints, a new condition has been added to the Project's Conditions of Approval to amend the 2014 Noise Compliance Plan to give better guidance on how such noise disturbance or annoyance can be minimized. It is believed that updating the 2014 Noise Compliance Plan and seeking to establish more predictive guidelines would enable more successful event planning and outdoor events to be held while keeping to minimum the disturbance caused by noise. It is recognized though that full compliance with this may not eliminate all complaints, and local factors may affect the likelihood of complaints, but updating the 2014 Noise Compliance Plan would assist those planning a music event, those responsible for licensing such events, the public in understanding the applicable music noise level limits, and those responsible for enforcing the nuisance provisions from a single occasion concert or a full season of outdoor event space use.

ENVIRONMENTAL REVIEW:

The proposed project is categorically exempt from environmental review in conformance with CEQA Sections 15311, "Accessory Structures." Section 15311/Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to small parking lots. The Secretary of the California Resources Agency has determined that the projects in these classes do not have significant effect on the environment, and therefore are categorically exempt from CEQA.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martín, Dir. of Community Development
8/14/2019 6:01 p.m.

Mike Strong, Assistant Director of Planning
8/14/2019 4:45 p.m.

ATTACHMENTS:

1. Attachment 1 – February 12, 2019 Planning Commission staff report
2. Attachment 2 – February 12, 2019 Planning Commission Minutes
3. Attachment 3 – Noise demonstration study and background information
4. Attachment 4 – Public correspondences received since the Planning Commission hearing
5. Ordinance No. 2019-11
6. Ordinance No. 2019-11 – Exhibits A, B, C, and D

ATTACHMENT 1
PLANNING COMMISSION STAFF REPORT PACKET
PHG18-0026
(FEBRUARY 12, 2019)

Due to the number of pages of Attachment 1, the following link has been provided to review the document electronically on the City's web site:

<https://www.escondido.org/Data/Sites/1/media/agendas/PC/2019/02.12.19PCAgendaPacket.pdf>

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

ATTACHMENT 2
PLANNING COMMISSION MEETING MINUTES
PHG18-0026
(FEBRUARY 12, 2019)

Due to the number of pages of Attachment 2, the following link has been provided to review the document electronically on the City's web site:

<https://www.escondido.org/Data/Sites/1/media/minutes/PC/2019/02.12.19PCMinutesApproved.pdf>

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

ATTACHMENT 3

NOISE DEMONSTATION EVENT INFORMATION PHG18-0026

Planning Case No. PHG12-0001 was approved by City Council in 2013 to allow outdoor events at the Centre/Lexus Escondido. The approval of the application allows the Centre/Lexus Escondido to host special events with amplified music, with other catered event use throughout the year. Although large music events involving powered amplification provides entertainment to patrons and guests, the noise from these events can cause disturbance to those living within the vicinity. In consideration of this, a Mitigated Negative Declaration was prepared to analyze the potential noise-related impacts of the project, as well as other environmental considerations, that were considered as part of the project's approval. Pursuant to CEQA, the adoption of the Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program (MMRP) is intended to reduce or avoid significant environmental effects of the outdoor events. In implementing the project and accordance with the adopted MMRP, the Centre's property manager (and/or appointed noise control assistant) prepared a Noise Compliance Plan to address the responsibility for monitoring compliance with the established noise levels at property line, including but not limited to monitoring noise and sounds levels during special events. The Noise Compliance Plan was adopted administratively by the Planning Division in 2014 and has been implemented since.

The Planning Division has worked with the Centre/Lexus Escondido to conduct research, hold meetings, interact with residents and the property manager at the Centre/ Lexus Escondido and investigated complaints. As part of the assessment, the Centre/Lexus Escondido coordinated a noise demonstration study. Different receivers were utilized on location and along 11th Street, just south of the Centre/Lexus Escondido. The purpose of this report is to determine noise levels impacting adjacent properties located along 11th Avenue, to determine if the microphone of The Centre/Lexus Escondido's southern noise monitoring station should be relocated to a new location, and to determine if any additional mitigation measures are required to bring noise levels from events into compliance at these off-site receivers. Please note that the location of the study on 11th Street was selected because of known noise complaints. The results of the noise demonstration study are provided in a Summary Report, dated July 18, 2019, and available online (refer to the link below). The Summary Report was prepared by a noise acoustical specialist who is experienced in the particular problems that can arise with the environmental noise control at concerts and similar noise events. The May 21, 2019 noise evaluation indicates that based on the noise readings taken and the subsequent modeling performed considering, traffic volume, terrain, proximity of structures to highway, etc., no noise exceedance was observed and no additional sound mitigation is warranted. Due to the number of pages of the Noise Demonstration Study Summary Report, the following link has been provided to review the document electronically on the City's web site:

<https://www.escondido.org/CentreNoisePlan.aspx>

A hardcopy of the Noise Demonstration Study Report is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

RECEIVED
FEB 11 2019

PLANNING DIVISION

Dear Adam Finestone & Mike Strong - Esccondido
Planning Dept.,

I am writing to ask the city not to consider the request from Sepus Esccondido for a modification to a master development - PHG-18-0026 until Sepus does the following:

- 1) Ensure that Vintana's Restaurant reposition the sound monitors to correctly measure the decibel levels leaving their entertainment area, as certified by sound experts
- 2) Ensure that if Vintana exceeds the agreed upon noise levels, they face serious and prompt ^{substantial} consequences such as a monetary fine or possible loss of permit
- 3) Ensure that if Vintana does not fol-

low the parameters outlined in the current C.U.P., they should not be allowed to have outdoor entertainment.

The neighbors in the area of Lopez/Vintana have endured excessive, loud, disturbing noise for approximately 5+ years. This situation needs to be stopped.

Thank you.

Letter to: Pamela and Foster Stahl
Olga Diaz - City Council Member 1375 W. 11th Ave.
Escandido Planning Commission Escandido, CA 92029
Adam Finestone and Mike Strong - Planning Dept.



Mike Strong
 Assistant Planning Director
 760-839-4556
 mstrong@escondido.org



VINTANA AT THE CENTRE / LEXUS ESCONDIDO NOISE READING DEMONSTRATION STUDY

As you know, the Vintana restaurant at The Centre / Lexus Escondido has regular and special outdoor events on the third-floor deck of its dealership at 1205 Auto Park Way. Of course, this has added a lot positive synergy to the Centre, but event noise has been disruptive to some of the surrounding neighbors.

The Centre has been working with the City of Escondido over the past couple of months to address noise-related issues coming from the Centre in an effort to improve the situation. The Centre has identified potential ways to mitigate noise. Although each of the alternatives is intended to reduce noise impacts to your property, each alternative is different – and it is important to understand how each measure could be implemented.

The Centre and the City are looking to have a demonstration on Tuesday, May 21, 2019.

An important part of the May 21st demonstration will be the collection of sound data. Measurements of existing sound levels, along with the testing the measured noise levels associated the noise reduction plans will be collected in various locations along 11th Avenue and at the Centre. The Centre and the City will both separately measure noise levels throughout the study area. Results of those measurements will be compared with each other in an effort to help understand how noise from each alternative compares to existing noise levels in the study area.

This sound study and other information will be available to the public at a future neighborhood meeting, where the noise reduction plan alternatives will be discussed. Please visit <https://www.escondido.org/CentreNoisePlan.aspx> for more information about the demonstration and join us on May 21st to experience different noise simulations.

PLEASE JOIN US!

What:
 Noise Reading Demonstration

When:
 Tuesday, May 21, 2019, starting
 at 6:00 p.m.

Where:
 At various locations along West 11th Avenue, between Alhudson Drive and Tanglewood Lane. Readings will be taken at various locations on the subject property as well as along 11th Ave. testing different speaker configurations and mitigation measures.

Why:
 The demonstration and noise readings will allow the public to experience different noise simulations that come from The Centre / Lexus Escondido. The demonstration allows for acoustical measurements to measure the effectiveness of new noise reduction plan alternatives, aimed to reduce noise impacts to your property.



Mike Strong

From: s slade <sslade50@yahoo.com>
Sent: Wednesday, May 15, 2019 6:54 PM
To: Mike Strong
Subject: Noise Reading Demonstration

Hi Mike,

My name is Sara Slade and we live at 1735 Sal Glen just up the hill from Vintana and off 11th Ave. I received your notice today in regards to the Noise Reading Demonstration on May 21st at 6:00pm

The notice mentions that there will be various locations along West 11th Ave where readings will be taken. **I would like to highly suggest you take readings from my home, from our deck.** Our home

sits directly in line with Vintana and the upper deck. The sound frequently carries up hill to our home to where we can hear it inside our home. :(My husband and I were one of the few residents who participated in a meeting in 2013, when Vintana originally submitted their request for a Cabaret Permit. There were a lot of great suggestions made then and one was for speaker placement facing the freeway. I am not sure this plan is being followed today!

I look forward to hearing from you and possibly meeting you on Tuesday when you collect your readings.

Thank you!

Sara Slade :)

Mike Strong

From: Drew Davis <Ddavis@thecentreescondido.com>
Sent: Monday, May 20, 2019 11:57 AM
To: Mike Strong
Cc: Bill Martin
Subject: FW: Noise Reduction Plan Demonstration Event

Hi Mike,

See email below from Jonathan Brothers from Eilar Associates (acoustical consultant).
Our schedule will roughly look like:

- Step 1 – Testing with acoustical blankets up on south and west (20 minutes)
- Step 2 – Testing with acoustical blankets up on south only (20 minutes)
- Step 3 – Testing with no acoustical blankets (20 minutes)
- Step 4 – Testing with no acoustical blankets and different speaker orientations (20 minutes)
- Step 5 – Testing “Live on the Lanai” setup with and without acoustical blankets (30 minutes)

The weather doesn't look great (breezy and mostly cloudy), but so far probability of rain is low. Need anything else from me at this time?

Thanks,



Drew Davis |

o: (760) 690-2796 **c:** (760) 766-6543 **f:** (760) 294-8643

e: DDavis@TheCentreEscondido.com

1205 Auto Park Way, Escondido, CA 92029

www.TheCentreEscondido.com

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From: Jonathan Brothers [mailto:jbrothers@eilarassociates.com]

Sent: Monday, May 20, 2019 11:10 AM

To: Drew Davis <Ddavis@thecentreescondido.com>

Cc: Melissa Counts <mcounts@eilarassociates.com>; Rachael Cowell <rcowell@eilarassociates.com>

Subject: Re: FW: Noise Reduction Plan Demonstration Event

Hi Drew,

I will have one sound level meter setup on a pole at the monitoring location at the south property line, which will run continuously during the event (probably setup at a height of about 12 feet above the height of your current monitor - exact height TBD when setting up this meter to ensure line of sight to the stage area). I will have this meter setup prior to the event beginning (start setup at around 4 p.m. likely to be ready by 6), and this meter will have an environmental shroud on it so that it can measure even during rain, with the thought being that I can then focus on conducting measurements at the other off site receivers.

With respect to the other setups and configurations, I and my colleague (Rachael) will be roaming around the other various property lines with another sound level meter. I am not sure what kind of timeframe you have on taking down barriers, etc., but I would think that 30 minutes of music (not including setup/teardown of barriers) for each configuration would likely be sufficient, to allow us to bounce between sites as necessary. I did notice that rain is potentially in the schedule, which could definitely make things take a little longer (we will not be able to conduct noise measurements at the off-site receivers during the rain, as the meter we will be using at these locations is not weatherproof), and if the public is present, we would also want to make sure that they are aware that they have to be silent during measurements, as any noise from persons gathered would interfere with each measurement, potentially making measurements take even longer. Please let me know if this answers your questions, or if you need any additional information from me.

Thanks,

Jonathan Brothers, INCE
Principal Acoustical Consultant
Eilar Associates, Inc.

Acoustical and Environmental Consulting

210 South Juniper Street, Suite 100

Escondido, California 92025

Phone: 760-738-5570 ext. 101

Fax: 760-738-5227

jbrothers@eilarassociates.com

www.eilarassociates.com

WBENC National Certification Number: WBE1701672

See Eilar in a recent article on page 52

<http://www.ddcjournal.com/issues/summer2018/>

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Mike Strong

From: Drew Davis <Ddavis@thecentreescondido.com>
Sent: Monday, June 03, 2019 10:03 AM
To: Mike Strong; Bill Martin; Adam Finestone
Subject: Noise Test

Mike, Bill, and Adam,
I'm hoping to have the acoustical report from Eilar Associates this week and will send to you.
Thinking about next steps as far as getting the Tangelwood parking lot project back on track. What are the upcoming dates for City Council meetings that we could get on the Agenda? I could work back from whatever date we select for things we need to do prior to then.

Thank you,



Drew Davis |

o: (760) 690-2796 **c:** (760) 766-6543 **f:** (760) 294-8643

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Mike Strong

From: Drew Davis <Ddavis@thecentreescondido.com>
Sent: Thursday, July 18, 2019 11:18 AM
To: Mike Strong; Adam Finestone; Bill Martin
Cc: Judy Jones-Cone; Kevin Carroll
Subject: Noise Testing Report
Attachments: S190418.2 Monitoring Report.pdf

Importance: High

Mike, Adam, and Bill,

Please find the report attached. The important takeaways are:

- The weather conditions, music chosen, and sound level in the venue were worst-case-scenario and even given that, the “noise monitoring demonstrates that noise levels were below the applicable noise limits at surrounding off-site properties. The dominant source of noise at off-site receivers was traffic noise from Interstate 15.”
- “...as shown during noise testing performed on March 21, 2019, as well as from noise modeling results for the proposed project, with music during rooftop events kept to an average noise level of 91 dBA or less (as measured at a distance of 35 feet from rooftop speakers, on-center), noise impacts to all surrounding properties are expected to comply with the applicable daytime noise limits of the City of Escondido.”

Based on these things, our request is to end the requirement to have permanent noise monitoring terminals and instead monitor the sound level on the deck during events with amplified sound at 35’ from the speakers and comply with a max level of 91 dBA.

Going forward, we will utilize the acoustical blankets like we did for the test night for the larger concerts with greater production.

Please let me know next steps as far as:

- Dissemination of the report to appropriate neighbors.
- Scheduling a meeting with the neighbors at City Hall one evening in the next few weeks.
- Are we on the Agenda for the Aug 14 City Council meeting?

Thank you,



Drew Davis |

o: (760) 690-2796 **c:** (760) 766-6543 **f:** (760) 294-8643

e: DDavis@TheCentreEscondido.com

1205 Auto Park Way, Escondido, CA 92029

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Bill Martin, AICP
Director of Community Development
Planning Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4671 Fax: 760-839-4313

July 23, 2019

Dear property owner or occupant:

The Centre / Lexus Escondido has been working with the City of Escondido to address noise-related issues that occurs on the Centre property. As part of the assessment, the Centre and the City conducted a noise demonstration event on Tuesday, May 21, 2019 to collect sound data.

Results of those noise measurements were compiled and analyzed in a noise study. The noise study has been posted online at the webpage listed below.

The City of Escondido will host an informal neighborhood meeting on Monday at 4:30 pm, and/or Tuesday at 12 noon to review the findings of the study and what it means in terms of moving forward. Alternatively, feel free to give me a call at 760-839-4556 or email to mstrong@escondido.org.

Please visit <https://www.escondido.org/CentreNoisePlan.aspx> for more information about the demonstration study and to review the results.

Sincerely,

A handwritten signature in black ink, appearing to read "MDS".

Mike Strong
Assistant Planning Director
City of Escondido

Mike Strong

From: Adam Finestone
Sent: Tuesday, August 13, 2019 11:07 AM
To: Mike Strong
Subject: FW: [EXT] Vintanas

FYI...

Adam Finestone, AICP
Principal Planner
City of Escondido

-----Original Message-----

From: Samantha Otte <windmillmontessori@gmail.com>
Sent: Monday, August 12, 2019 3:45 PM
To: Adam Finestone <afinestone@escondido.org>
Subject: Re: [EXT] Vintanas

Hello Adam

Thank you as always for your thorough, quick replies. I hope you had a good break.

The language maybe different and Mike did say there had to be teeth to this new plan which was a relief.

I guess I am anxious this window closes after this hope and no specific enforcement and immediate penalty for infractions occurs and is placed in this document by next week. Drew's full time job can be applied to his side and I feel under represented in keeping the pressure on this enforcement angle. I also want to know if an immediate penalty can be included when they don't comply and not an annual review and slap on the wrist.

Thank you
Samantha Otte

Sent from my iPhone

> On Aug 12, 2019, at 2:54 PM, Adam Finestone <afinestone@escondido.org> wrote:

>

> Hi Samantha,

>

> Mike has taken the lead on this, and I have been involved only on the periphery for the last couple months. I just got back from a week out of town and am not fully aware of what happened at the neighborhood meeting, nor the specifics about notification of the meeting.

>

> Mike is out today, but I will touch base with him tomorrow. I do know that he is well aware of the noise compliance plan, and that there have been significant concerns raised over the past few years, so I'm wondering if there was some sort of miscommunication or misunderstanding based on terminology? (One thing that's been confusing for many, including some members of the Planning Commission, is that there is no CUP for the project. Rather, the project was approved as a Planned Development (PD), which is tailored to the specific project at hand. It serves a similar purpose as the CUP would, and has conditions of approval applied in the same manner as a CUP does, but is more site-specific.)

Regardless, I'll speak to Mike tomorrow and make sure he's aware of the full history (at least to the best of my knowledge since 2016).

>
> As far as the City Council hearing next week, the council will be considering the amendment to the Planned Development Permit in order to wrap the proposed inventory parking lot into the overall Planned Development. While the purpose of the requested amendment is to establish the parking lot, any approval would be re-affirming or revising all other aspects of the Planned Development Permit. I am fairly certain there will be language in the conditions of approval that will address the noise concerns, which would supersede any existing noise-related conditions (unless otherwise noted in the conditions).

>
> Mike or I will be in touch with you after we've talked. Thanks for your patience.

>
> Adam Finestone, AICP
> Principal Planner
> City of Escondido

>
> -----Original Message-----
> From: Samantha Otte <windmillmontessori@gmail.com>
> Sent: Monday, August 12, 2019 11:03 AM
> To: Adam Finestone <afinestone@escondido.org>
> Subject: [EXT] Vintanas

>
> CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

>
>
> Good Morning Adam

>
> I see the Vintanas hearing is next Wednesday and I was hoping for a more concrete enforcement and penalty plan before that. I did leave a message with Mike Strong since he seems to be leading this now.

>
> I have concerns that Mike does not know the history of all of this as in answer to a question at the last meeting he said that he was not aware of the contents of the CUP in 2014. So all he can see is Drew's willingness to help us now and not the infractions.

>
> The letter to us for the last meeting discussing possible mitigation measures had no date, was sent to us 4 days before with 2 days/ no date and no venue. Pam, Earl and I were the only ones to have time to work that out and I think Mike felt the neighborhood was no longer invested.

>
> Also could you tell me what the councilors will be deciding next week? Is it only the parking garage or a new CUP.

>
> Thank you
> Samantha
> Sent from my iPhone

Mike Strong

From: Samantha Otte <windmillmontessori@gmail.com>
Sent: Tuesday, August 13, 2019 5:43 PM
To: Adam Finestone; Mike Strong
Subject: [EXT] Samantha/Vintanas

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Hello both

Thank you for your timely response and for clearing up some misunderstandings. I apologize if I implied people were ill prepared. This outcome means us staying in our home and paying off a mortgage or starting again in another place so I am desperate when I think I should be doing more to support this process.

Firstly should I be contacting the council and Mayor to show our interest in this hearing or am I able to be reassured that Mike is working on the mentioned enforcement part of the new development plan and that it will be a real help for us and ready next Wednesday at the hearing to be included into the new plan.

Also should I be actively working with you, Mike on coming up with the list of changes, since I don't want to be surprised at the hearing with either

- a) the limitations are not worked out yet, or
- b) I should have said my piece to the council this week.

I guess I really need help making sure I'm doing all you need of me/ us to get a fair hearing on the night.

I appreciate all your work and for even hearing us this time.

Warmly
Samantha Otte

Sent from my iPhone

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A MODIFICATION TO A
PREVIOUSLY APPROVED MASTER
DEVELOPMENT PLAN AND NEW PRECISE
DEVELOPMENT PLAN TO CONSTRUCT A
NEW INVENTORY PARKING LOT AND
ASSOCIATED SITE IMPROVEMENTS

APPLICANT: Lexus Escondido
CASE NO.: PHG 18-0026

The City Council of the City of Escondido (“City”), California, DOES HEREBY
ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) Lexus Escondido (herein after referred to as “Applicant”), filed a verified application with the City of Escondido regarding property located at 1539 and 1551 Tanglewood Lane (APNs: 235-090-12-00 and 13-00), in the Planned Development Commercial (PD-C) Zone, more particularly described as shown on Exhibit “A” (“the property”), attached to this Ordinance and incorporated herein by this reference as though fully set forth. Said verified application constitutes a request for a modification to a previously approved Master Development Permit and a new Precise Development Plan to demolish two (2) residences and construct a new inventory parking lot for the adjacent Lexus car dealership as shown on Exhibit “B” and on file in the Planning Division, Planning Case No. PHG 18-0026, and incorporated herein by this reference as though fully set forth.

b) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before

the Planning Commission on February 12, 2019. Following the public hearing on February 12, 2019, the Planning Commission adopted Resolution No. 2019-01, which recommended that the City Council approve the project to construct a new inventory parking lot and associated site improvements (“Project”).

SECTION 2. An original copy of the proposed Master and Precise Development Plan and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on August 21, 2019, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the Project website;
- b) Oral testimony from City staff, interested parties, and the public;
- c) The City Council staff report, dated August 21, 2019, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request; and
- d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.), the State CEQA Guidelines (Article 14 of the California Code of Regulations Section 15000 et. seq.), the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project. The City Council, in its independent judgement, has determined the project to be exempt from environmental review. Pursuant to CEQA, the Project is exempt from further environmental review because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment CEQA Sections 15311, “Accessory Structures,” as described in the August 21, 2019, staff report, and a Notice of Exemption will be filed with the County Clerk.

SECTION 5. That, upon consideration of the Findings of Fact, attached as Exhibit “C,” and the Conditions of Approval, attached as Exhibit “D,” both of which are incorporated herein by this reference as though fully set forth herein, the City Council approves the Project.

SECTION 6. All references within this Ordinance to "Applicant" or "Developer," shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 7. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 10. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 11. The Ordinance shall become effective 30 days from the date of the passage.

EXHIBIT "A"

LEGAL LOT DESCRIPTION PHG 18-0026

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 235-090-12-00

THE SOUTHERLY 125 FEET OF THE NORTHERLY 425 FEET OF THE EASTERLY 175 OF LOT 2, BLOCK 312 AS SHOWN ON SHEET "B" OF THE RE-SURVEY OF A PORTION OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, FILED AUGUST 13, 1892; THE SOUTHERLY AND NORTHERLY LINES OF THE ABOVE DESCRIBED PARCEL TO BE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE TO BE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2, SAID DISTANCES TO BE MEASURED AT RIGHT ANGLES TO THE NORTHERLY AND EASTERLY LINES OF SAID LOT 2.

APN: 235-090-13-00

THE SOUTHERLY 85 FEET OF THE NORTHERLY 510 FEET OF THE EASTERLY 175 OF LOT 2, BLOCK 312 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 724, MADE BY GRAHAM AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892.

THE NORTHERLY AND SOUTHERLY LINES THEREOF TO BE DRAWN PARALLEL THE NORTHERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE TO BE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2, SAID DISTANCE TO BE MEASURED AT RIGHT ANGLES TO THE NORTHERLY AND EASTERLY LINES OF SAID LOT 2.

ABBREVIATIONS

SUBMITTAL PROCEDURES (CONT.)

SUBMITTAL PROCEDURES

FIRE DEPT. NOTES

Table with 3 columns: Abbreviation, Description, and Material/Component. Includes items like AMPERES, ANCHOR BOLT, ABOVE FINISHED FLOOR, etc.

Table with 2 columns: Submittal Procedures (Continued) and Submittal Procedures. Includes sections for PART 2 - PRODUCTS, ACTION SUBMITTALS, GENERAL, and INFORMATIONAL SUBMITTALS.

Table with 2 columns: Submittal Procedures and Fire Dept. Notes. Includes sections for ACTION SUBMITTALS, GENERAL, INFORMATIONAL SUBMITTALS, and FIRE DEPT. NOTES.

Table with 2 columns: DATE and DESCRIPTION. Includes dates like 2018.12.17 and descriptions like BLDG DEPT. SUBMITTAL.



MARTIN & PAIG
Architecture, Inc.
martinpaig.a.r.c.e@gmail.com 949.303.8717
Escondido - Asipire - Asheville

1539/1551 Tanglewood Ln.,
Escondido, CA 92029

Parking Lot Improvement



SHEET TITLE:
GENERAL NOTES
PROJECT NUMBER:
2017-0004
SCALE: 2018.12.17
DRAWN BY: RG
PLOT DATE:
SHEET NUMBER

A0.0

NOT USED

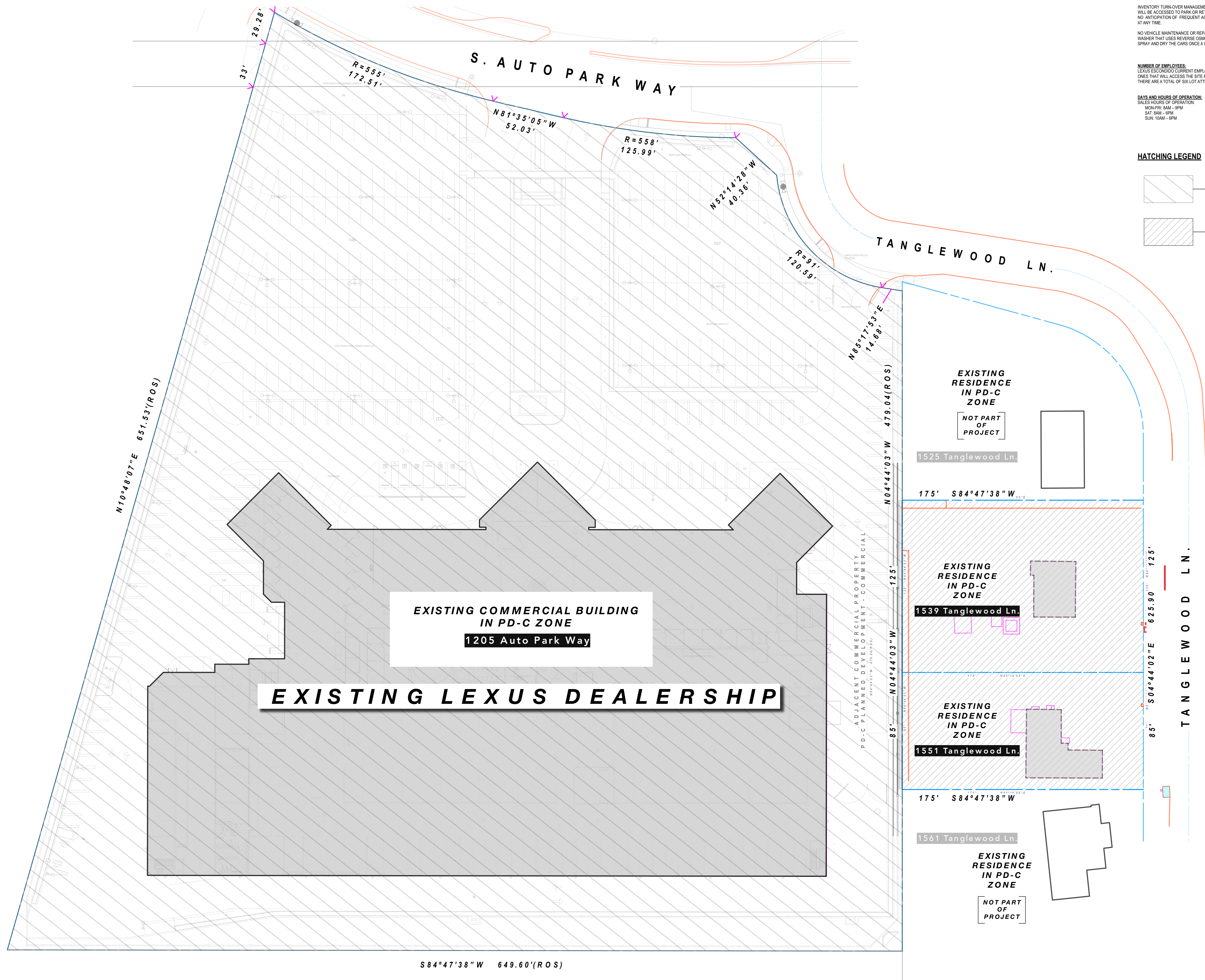
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EXISTING MASTER PLAN



PROJECT DESCRIPTION

MODIFICATIONS TO A PREVIOUSLY APPROVED MASTER PLAN OF THE LEXUS ESCONDIDO AUTO DEALERSHIP APN: 235-090-032 WITH THE ADDITION OF AN INVENTORY PARKING LOT AT ADJACENT LOTS THAT PROPOSED ADDITION TO THE MASTER PLAN INVOLVES REMOVAL OF RESIDENCES ON TWO EXISTING LOTS (84 ACRES (ALREADY ZONED AS PD-C) TO MAKE WAY FOR AN AUTO INVENTORY ONLY PARKING LOT (SPECIFIC ADDED LOTS INVOLVED ARE 1539 TANGLEWOOD LN. APN: 235-090-12, 50 ACRES & 1551 TANGLEWOOD LN. APN: 235-090-13, 34 ACRES

EMPLOYEE SCHEDULE AND OPERATIONS PLAN: LEXUS VEHICLES WILL CONTINUE TO BE DROPPED OFF ON THE 1205 AUTO PARK WAY PROPERTY. AFTER COMPLETING A PRE-DELIVERY INSPECTION IN THE SHOP AT 1205 APW, SOME VEHICLES WILL BE DRIVEN TO THE PROPOSED PARKING LOT BY DRIVING ON TANGLEWOOD AND ENTERING THE PROPERTY VIA THE DRIVEWAY. WE ANTICIPATE THAT WE WILL BE ABLE TO STORE APPROXIMATELY 140 VEHICLES ON-SITE. THESE WILL PRIMARILY BE NEW CARS THAT ARE DUPLICATES OF CARS ALREADY STORED ON THE 1205 APW PROPERTY. SHOULD A VEHICLE NEED RETRIEVAL FROM THE TANGLEWOOD LOT, A LOT ATTENDANT WOULD ACCESS THE LOT VIA THE PEDESTRIAN STAIRWAY FROM THE 1205 APW PROPERTY AND THEN DRIVE THE VEHICLE ON TANGLEWOOD TO THE DEALERSHIP. OF COURSE, THE INVERSE IS TRUE, THE LOT ATTENDANTS CAN USE THE PEDESTRIAN STAIRWELL AFTER DROPPING A CAR AT THE TANGLEWOOD LOT. THIS WILL REDUCE ANY WALKING BY STAFF ON TANGLEWOOD. WE ONLY ANTICIPATE 10 OR LESS TRIPS PER DAY DRIVING ON TANGLEWOOD TO ACCESS THE LOT. WE HAVE A LOT ATTENDANT TEAM OF SIX EMPLOYEES AND THESE ARE TYPICALLY 1/2 TO 1.0 HOURS ANY GIVEN TIME. THEY ARE PRIMARILY THE ONES THAT WOULD BE ACCESSING THE LOT. OUR SALES DEPARTMENT HOURS OF OPERATION ARE MON-FRI: 9AM - 6PM, SAT: 8AM - 5PM, SUN: 10AM - 5PM. THE SITE WILL BE SECURED WITH AN AUTOMATIC GATE AND PLANNED TO HAVE SURVEILLANCE CAMERAS ON THE SITE THAT ARE TIED IN TO OUR SURVEILLANCE SYSTEM AT THE 1205 APW PROPERTY. WE HAVE A SECURITY CONTRACT WITH KNIGHT SECURITY FOR THE 1205 APW PROPERTY AND WOULD ADD THE PARKING LOT TO THE CONTRACT FOR PATROL/MONITORING.

INVENTORY TURN-OVER MANAGEMENT PLAN AND ON-SITE TRUCK ACCESS DELIVERY PLAN: IT IS DIFFICULT TO ANTICIPATE HOW OFTEN THE SITE WILL BE ACCESSED TO PARK OR RETRIEVE VEHICLES, BECAUSE IT IS PLANNED TO KEEP PRIMARILY DUPLICATE VEHICLES AT THE SITE, THERE IS NO ANTICIPATION OF FREQUENT ACCESS. THERE WOULD BE NO TRANSPORT TRUCKS ON TANGLEWOOD, IN THE RIGHT-OF-WAY, OR ON THE LOT AT ANY TIME.

NO VEHICLE MAINTENANCE OR REPAIR WILL OCCUR ON THE PARKING LOT SITE. THE VEHICLES WILL BE CLEANED WEEKLY BY A MOBILE CAR WASHER THAT USES REVERSE OSMOSIS WATER ONLY. HE WOULD PULL HIS TRUCK THAT HAS AN RO TANK ON IT ON TO THE PARKING LOT AND SPRAY AND DRY THE CARS ONCE A WEEK. NO STORAGE OF CHEMICALS OR HAZARDOUS MATERIALS ON THE SITE ARE PLANNED.

NUMBER OF EMPLOYEES

LEXUS ESCONDIDO CURRENT EMPLOYEE COUNT IS 135. THE LOT ATTENDANTS ARE THE ONES THAT WILL ACCESS THE SITE FOR PARKING AND RETRIEVAL OF INVENTORY VEHICLES. THERE ARE A TOTAL OF SIX LOT ATTENDANTS, TYPICALLY 3-4 ON AT ANY GIVEN TIME.

DAYS AND HOURS OF OPERATION

SALES HOURS OF OPERATION:
MON-FRI: 9AM - 6PM
SAT: 8AM - 5PM
SUN: 10AM - 5PM

HATCHING LEGEND

- HATCHING INDICATES EXISTING LEXUS MASTER PLAN
- HATCHING INDICATES EXISTING LOTS PROPOSED TO BE JOINED AS PART OF LEXUS MASTER PLAN

SHEET INDEX

- ARCHITECTURAL**
- AS1.1E EXISTING LEXUS MASTER PLAN
 - AS1.1P PROPOSED LEXUS MASTER PLAN
 - AS1.1A PROPOSED SITE PLAN/PREFACE PLAN
 - AS1.1F ELEVATION SECTIONS PROPOSED
- CIVIL**
- CT1 EXISTING TOPOGRAPHY 1539/1551 TANGLEWOOD LN.
 - CT2 CONCEPTUAL GRADING PLAN 1539/1551 TANGLEWOOD LN.
 - CT3 PROFILE SITE SECTIONS 1539/1551 TANGLEWOOD LN.
- LANDSCAPE**
- LS1 COVER SHEET
 - LS2 MATERIAL CALLOUT
 - LS3 IRRIGATION PLAN
 - LS4 IRRIGATION DETAILS
 - LS5 IRRIGATION SPECIFICATIONS
 - LS6 LANDSCAPE PLAN
 - LS7 LANDSCAPE PLANTING DETAILS
 - LS8 PLANTING NOTES

PROJECT TEAM

OWNER:
JUDITH A. JONES-CONE
1205 AUTO PARK WAY
ESCONDIDO, CA 92029
OFFICE: 760.950.2914
FAX: 760.254.8643
EMAIL: J.JONES-CONE@TOYOTA-CAL.SBAO.COM

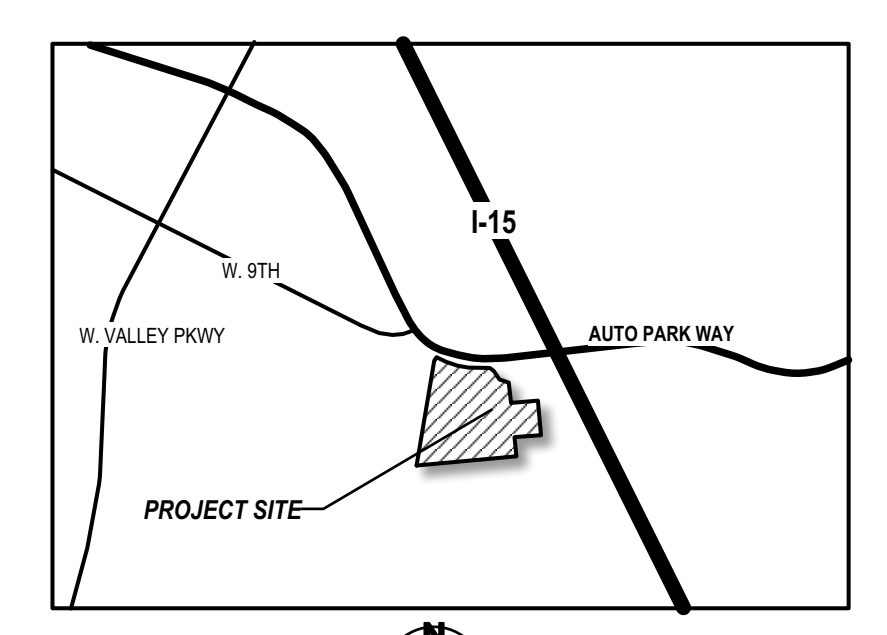
ARCHITECT:
MARTIN & PAIGE ARCHITECTURE, INC.
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SAN MARCOS, CA 92078-5195
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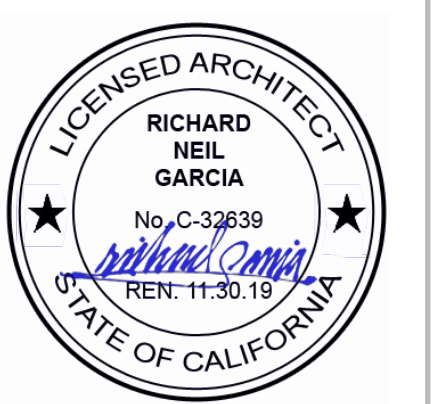
DATE	DESCRIPTION
2018.12.17	BLDGS DEPT. SUBMITTAL



MARTIN & PAIGE
Architecture, Inc.
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Elevate... Aspire... Achieve

1539/1551 Tanglewood Ln.,
Escondido, CA 92029

Tanglewood Ln. | Parking Lot Improvement



SHEET TITLE:

EXISTING LEXUS MASTER PLAN

PROJECT NUMBER:
2017-0004

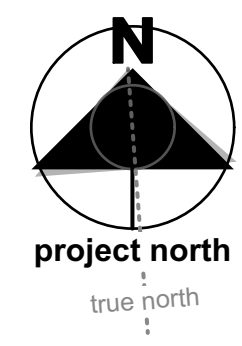
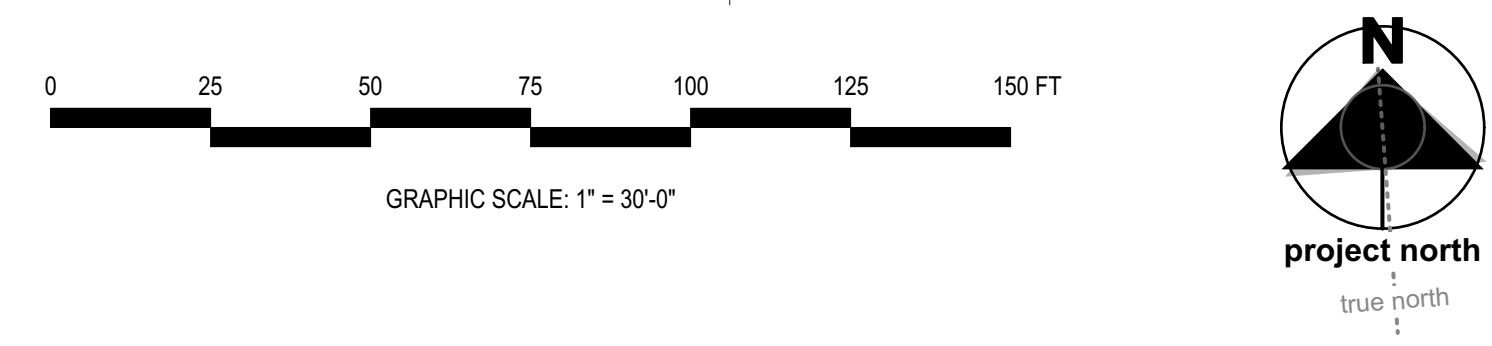
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DRAWN BY: RG

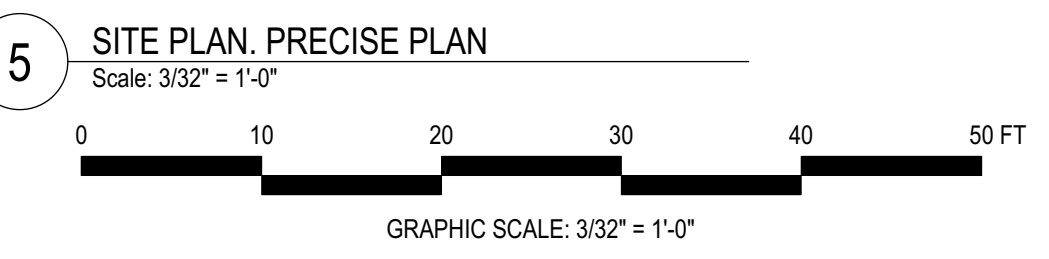
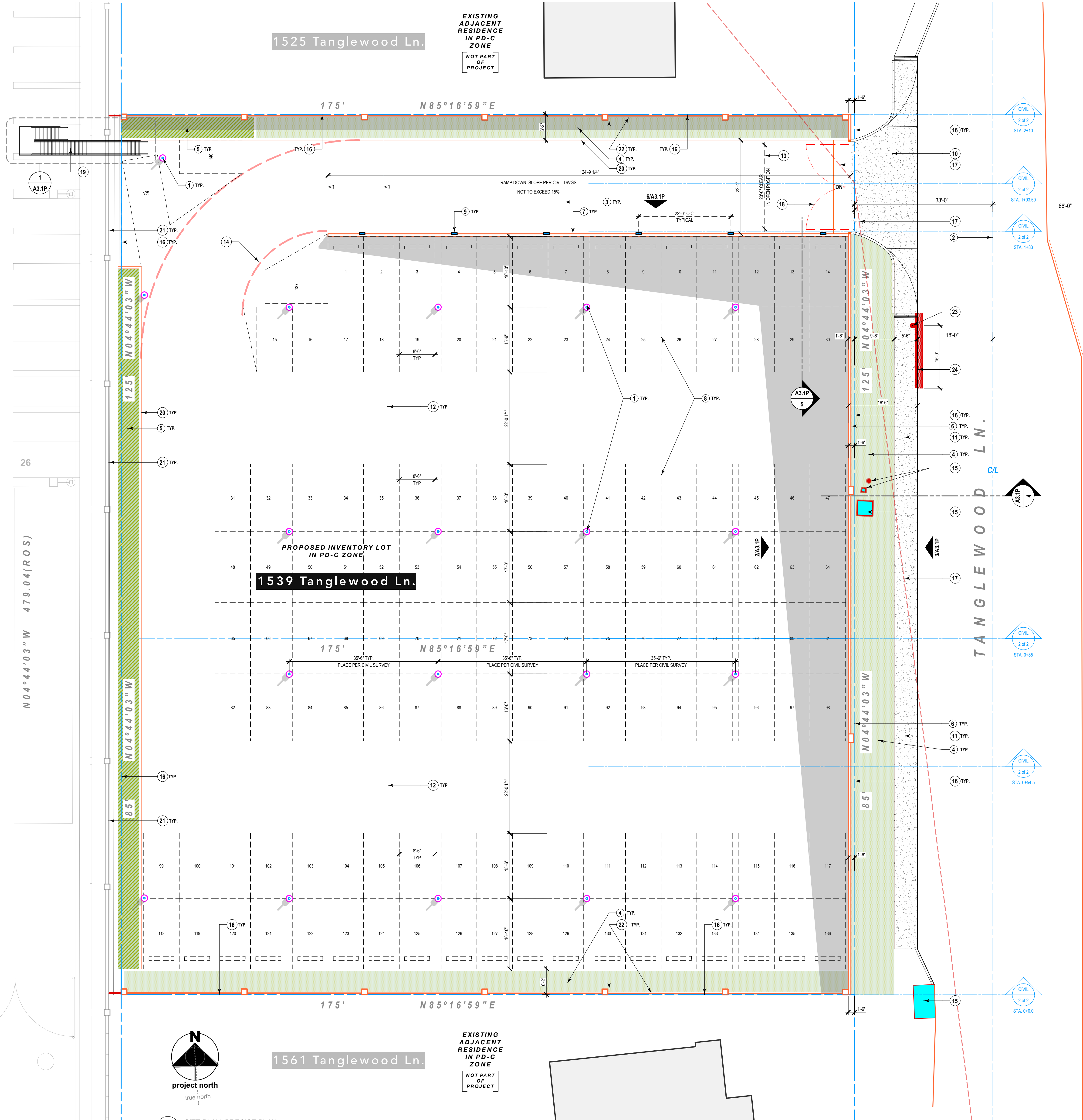
PLOT DATE: 2018.12.17

SHEET NUMBER

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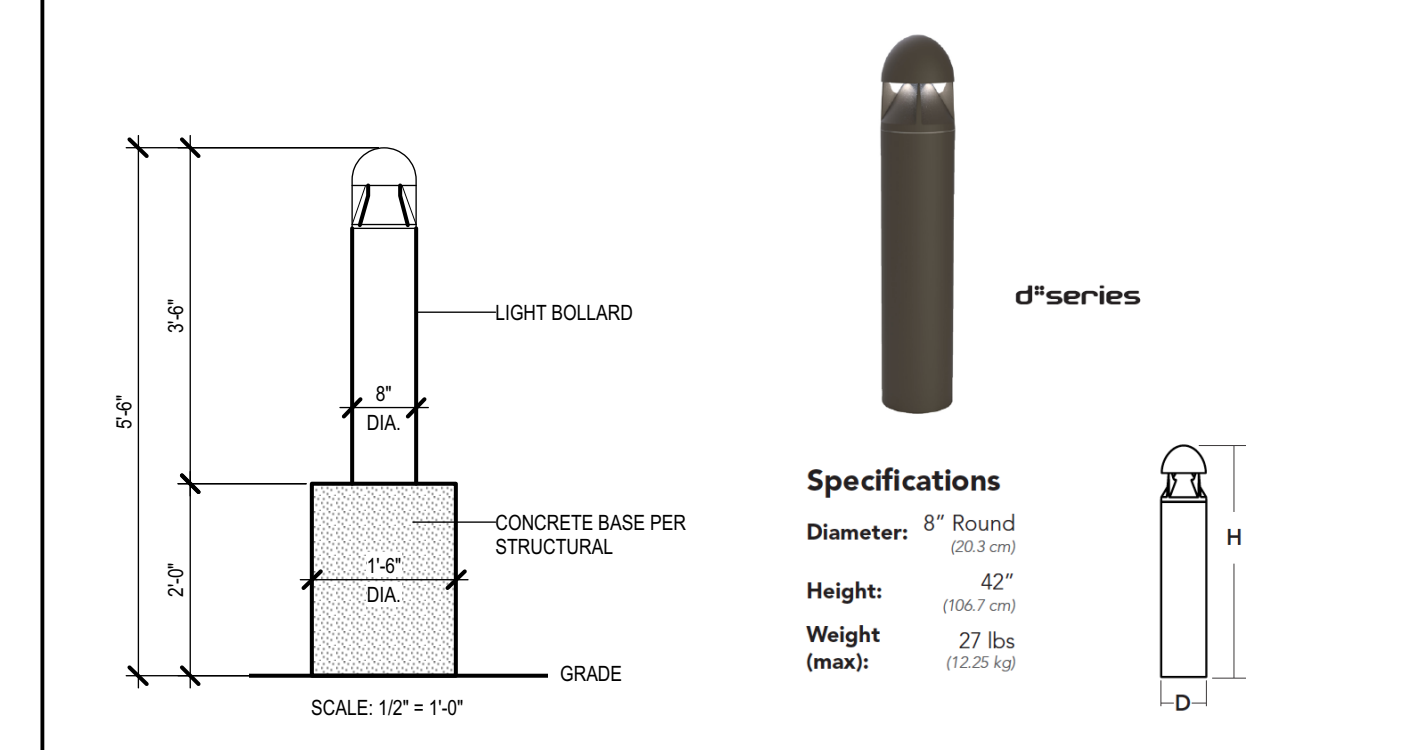
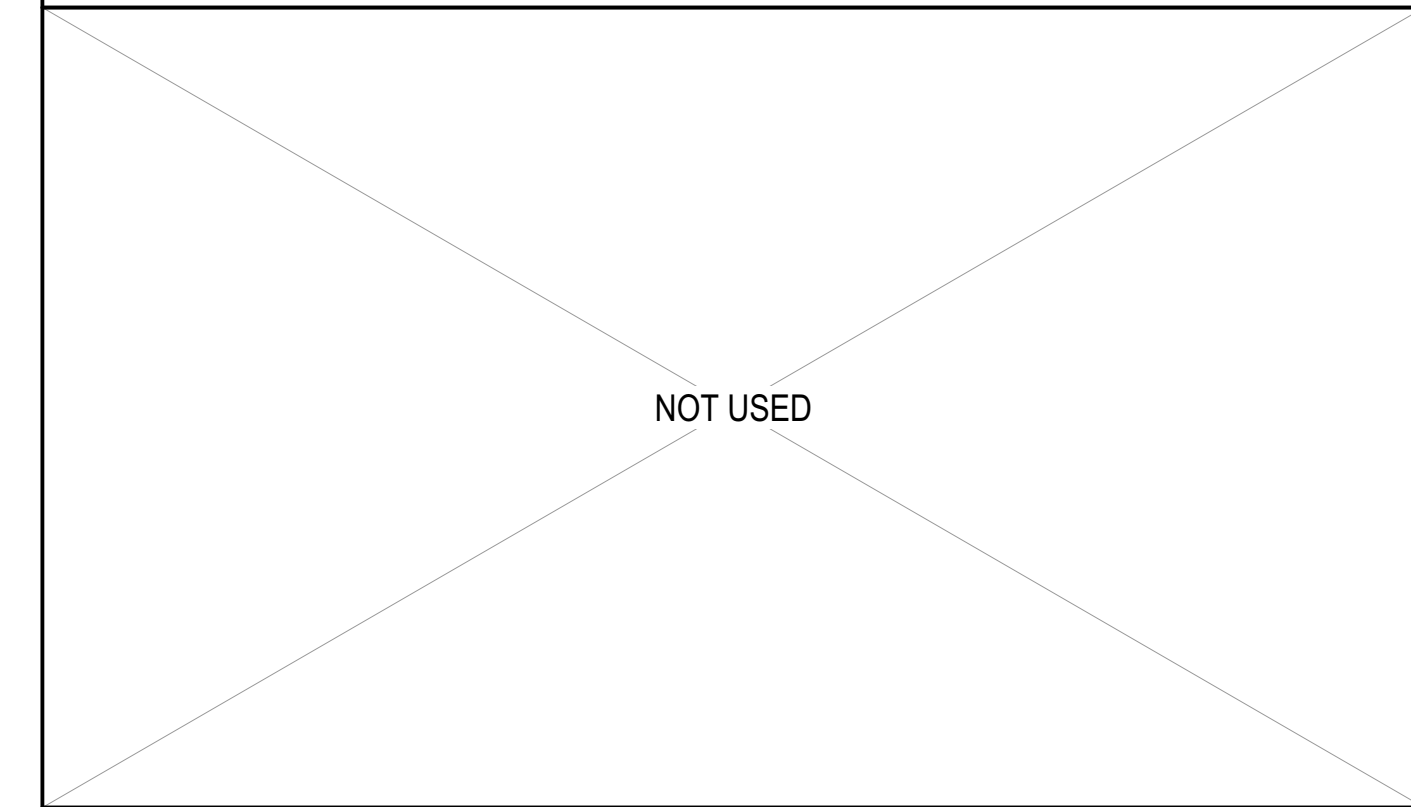


EXISTING COMMERCIAL BUILDING
IN PD-C ZONE
1205 Auto Park Way

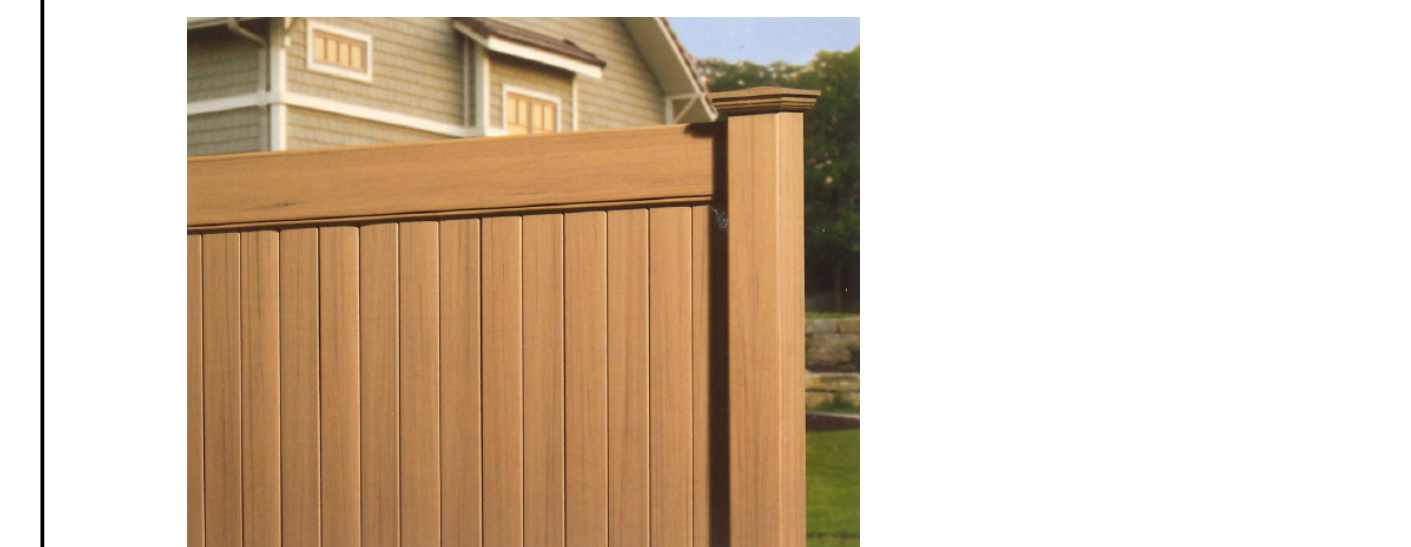


SITE PLAN KEYNOTES

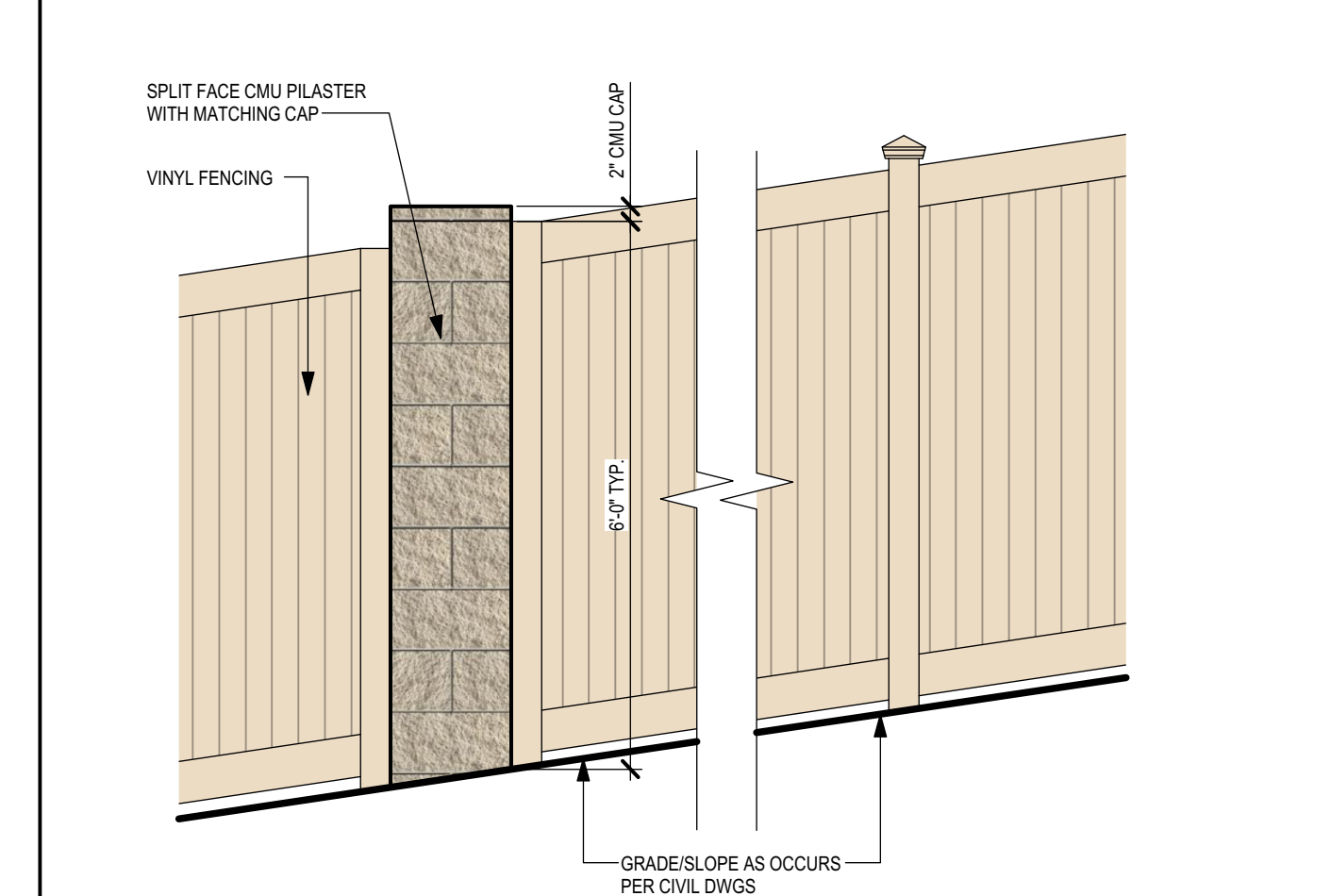
- LITHONIA LIGHTING D-SERIES LED BOLLARD 42" TALL, 16-LED 16C 7000K 30 WATTS 3,028 LUMENS 50K 5YR H30 TEXTURED NATURAL ALUMINUM DNATXO MOUNTED ON 24" HIGH, 18" DIAMETER CONCRETE BASE. TYPICAL. ALSO SEE STRUCTURAL DWGS
- CL OF STREET. REFER TO CIVIL DWGS
- NEW AC RAMP WITH SLOPES AS INDICATED. ALSO SEE CIVIL DWGS
- LANDSCAPING SHOWN FOR REFERENCE. REFER TO LANDSCAPE DWGS
- SHADING INDICATES BIORETENTION AREA. SHOWN FOR REFERENCE. SEE LANDSCAPE AND CIVIL DWGS
- 6" HIGH SPLIT FACE CMU & CONCRETE RETAINING WALL TOPPED WITH CMU CAP. COLOR ORCO BLOCK NUFAD MW TO COMPLIMENT EXISTING LEXUS BUILDING. HEIGHT IS RELATIVE TO UPPER STREET GRADE SIDE OF WALL. ALSO SEE CIVIL AND STRUCTURAL DWGS
- SPLIT FACE CMU & CONCRETE RAMP RETAINING WALL WITH CMU CAP. COLOR COLOR ORCO BLOCK NUFAD MW TO COMPLIMENT EXISTING LEXUS BUILDING. HT TO BE MIN. 42" ABOVE RAMP SURFACE. ALSO SEE STRUCTURAL DWGS
- DASHED LINES INDICATE NON-STRIPPED INVENTORY PARKING STALL SHOWN FOR REFERENCE ONLY
- LITHONIA LIGHTING LED WALL LUMINAIRE TWR1 LED P2 50K MVOLT 1.028TXD TO OCCUR ALONG LOW WALL IN LOCATIONS AS SHOWN MOUNT @ 3'-4" ABV ADJACENT RAMP SURFACE. SEE ELECTRICAL DWGS AND PROVIDE POWER AS NEEDED
- NEW CONCRETE DRIVEWAY APRON TO BE PER CITY STANDARDS. REFER TO CIVIL DWGS
- NEW REINFORCED CONCRETE SIDEWALK AND CURBING PER CITY STANDARDS. REFER TO CIVIL DWGS
- NEW AC SURFACE OVER COMPACTED SOIL. PER SOILS REPORT RECOMMENDATIONS AND CIVIL DWGS
- MAINTAIN 20' CLEAR FOR AMBULANCE ACCESS REQUIREMENTS
- INDICATES 20' INSIDE RADIUS FOR AMBULANCE ACCESS
- EXISTING UTILITIES TO REMAIN. PROTECT IN PLACE. REFER TO CIVIL DWGS
- PROPERTY LINE. SEE CIVIL DWGS
- SIGHT LINE PER CITY OF ESCONCODO FIGURE NO. 14. SHOWN FOR REFERENCE ONLY. SEE CIVIL DRAWINGS
- 8" HIGH WROUGHT IRON SWING GATE, PRIMED AND PAINTED. COLOR TO MATCH NEW ADJACENT WALL. PROVIDE KNOX BOX PER FIRE AUTHORITY REQUIREMENTS
- NEW METAL STAR JOINING EXISTING GRADE BELOW UP TO NEW INVENTORY PARKING LOT SURFACE. ALSO SEE STRUCTURAL DWGS
- REINFORCED CONCRETE CURBING. REFER TO CIVIL DWGS
- EXISTING BLOCK WALL TO REMAIN. PROTECT IN PLACE. ALSO SEE CIVIL DWGS
- 6" HIGH SPLIT FACE CMU PLASTER TOPPED WITH CMU CAP. COLOR ORCO BLOCK NUFAD MW TO COMPLIMENT EXISTING LEXUS BUILDING. SPACE APPROX. 37" APART AS INDICATED ALONG LENGTH. PROVIDE 6" HIGH VINYL PRIVACY FENCING SOLID CLASSIC STYLE BY PLY GEM IN BETWEEN PLASTERS. COLOR TO BE NATURAL CEDAR. ALSO SEE STRUCTURAL AND CIVIL DWGS
- PROPOSED LOCATION FOR NEW FIRE HYDRANT. ALSO SEE CIVIL DWGS. PROVIDE A MIN. OF 1500 GPM @ 20 PSI
- PAIN CURBS RED IN ACCORDANCE WITH LOCAL FIRE AUTHORITY REQUIREMENTS FOR A DISTANCE OF 15' FROM PROPOSED FIRE HYDRANT LOCATION. VERIFY EXTENT AND ALL REQUIREMENTS WITH LOCAL FIRE AUTHORITY BEFORE PROCEEDING



42" HIGH LED BOLLARD AS DESCRIBED PER KEYNOTE 1



6'-0" HIGH VINYL FENCING AS DESCRIBED PER KEYNOTE 22



SITE PLAN LEGEND

- PROPERTY LINE. SEE CIVIL DWGS
- PROPOSED REINFORCED CONCRETE
- PROPOSED LANDSCAPING. SEE LANDSCAPE DWGS
- PROPOSED LANDSCAPING BIORETENTION. SEE CIVIL & LANDSCAPE DWGS

DATE	DESCRIPTION
2018.12.17	BLDGG DEPT. SUBMITTAL

MARTIN & PAIGE
Architecture, Inc.
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Elevate... Inspire... Achieve

1539/1551 Tanglewood Ln.,
Escondido, CA 92029

Parking Lot Improvement

Tanglewood Ln.

LICENSED ARCHITECT
RICHARD NEIL GARCIA
No. C-39639
RENEWED 11-30-19
STATE OF CALIFORNIA

SHEET TITLE:
PROPOSED SITE PLAN PRECISE PLAN

PROJECT NUMBER:
2017-0004

SCALE:

DRAWN BY: RG

PLOT DATE: 2018.12.17

SHEET NUMBER

AS1.1A

EXHIBIT "C"

FACTORS TO BE CONSIDERED/FINDINGS OF FACT PHG 18-0026

Environmental Determinations:

The proposed project is categorically exempt from environmental review in conformance with CEQA Sections 15311, "Accessory structures." Section 15311/Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to small parking lots. The Secretary of the California Resources Agency has determined that the projects in these classes do not have significant effect on the environment, and therefore are categorically exempt from CEQA.

Under CEQA, exemptions shall not be applied in the following circumstances:

(1) A categorical exemption shall not be used for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.

(2) A categorical exemption shall not be used for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code.

(3) A categorical exemption shall also not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

That is, a project that would ordinarily be insignificant in its impact on the environment, may be significant in a particularly sensitive or hazardous area. The City has completed its review of the application and there is no reasonable possibility of a significant effect due to unusual circumstances surrounding the project. The subject site is not in an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. The Project is exempt from CEQA.

Planned Development Determinations:

All the required findings for Planning Commission have been satisfied in accordance with Section 33-403 of Article 19 (Planned Development Ordinance) of the Escondido Zoning Code.

(1) The location, design, and residential density of the proposed Planned Development is consistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido

city council, or in the process of being prepared and adopted. Future land use compatibility is based on information from General Plans. The General Plan was examined to assess potential consistency with the goals and objective defined therein. The General Plan land-use designation for the site is Planned Commercial (PC), which provides for a variety of commercial activities within a self-contained, comprehensively planned development. The proposed use does not alter the underlying General Plan designation and maintains commercial lands within the City. The site, after Project implementation, is intended to support the larger Lexus Escondido dealership. Additionally the proposed use furthers other goals and policies of the General Plan in that it ensures compatible transition from commercial development to residential neighborhoods, while sustaining and developing the city's economy and fiscal stability.

(2) The proposed location allows the Planned Development to be well integrated with its surroundings. The subject site is located among other commercial uses, as well as two non-conforming single-family residences. The subject site is in close proximity to residential land use activities, which consists of the aforementioned non-conforming single-family residences on either side of the subject site, as well as other residential uses on Tanglewood Lane. Because the analysis of the area's sensitivity or compatibility is based on the presence of residential properties, focused site design efforts have been made to screen the car inventory storage and reduce the visual impact of the proposed use so that the street still appears and functions as a residential neighborhood. Additionally, the Project would not result in or generate any adverse noise, dust, odor or traffic impacts. This helps ensure compatible transition from the larger commercial developments from the north, to existing residential neighborhood.

(3) All vehicular traffic generated by the Planned Development will be accommodated safely and without causing undue congestion upon adjoining streets. Lexus vehicles would continue to be dropped off on the 1205 Auto Parkway property. After completing a pre-deliver inspection in the shop at 1205 Auto Parkway, some vehicles will be driving to the proposed parking lot (1539 and 1551 Tanglewood Lane) by driving on Tanglewood Lane. The new parking lot can accommodate up to 140 vehicles. These vehicles would be duplicate new car vehicles of cars already stored on the 1205 Auto Parkway property. Approximately ten (10) cars or less are expected to be driving on Tanglewood, subsequent to initial import.

(4) The proposed location and design allows residents and business establishments proposed within the zone to be adequately serviced by existing or proposed public facilities and services and does not provide an undue or negative impact on existing public facilities and services. All public facilities necessary to serve the project are in place, or are proposed as associated site improvements.

(5) The overall design of the proposed Planned Development produces an attractive, efficient and stable environment. In accordance with Section 33-780 of Article 39 (Off-Street Parking Ordinance), every parking area abutting residentially zoned property shall provide a solid wall, view-obscuring fence or compact evergreen hedge six (6) feet in height, provided that along the street side said wall, fence or hedge shall not exceed thirty-six (36) inches in height. The

application request includes an exception to this standard to ensure that proposed use is well-screened and the application supports land use compatibility.

(6) The Planned Development is well integrated with its settings, does not require excessive earthmoving or grading, or destruction of desirable natural features, nor is visually obstructive or disharmonious with surrounding areas and facilities, and does not substantially harm major views from adjacent properties. The site is physically suitable to accommodate the proposed inventory storage, and adequate on-site circulation, parking and screening would be provided. After project implementation, most of the car storage would not be visible from surrounding properties. The street side elevation is approximately 697 to 699 feet above mean sea level. The finished grade of the lot would be approximately 681 to 687 feet above mean sea level. The lower profile and proposed location would reduce the visibility of the car storage on the inventory lot. Car inventory storage will be more completely screened by the proposed six (6) foot wall. New berm landscaping would help screen the wall from street view.

(7) The uses proposed have a beneficial effect not obtainable under existing zoning regulations. The proposed project is consistent with the General Plan and the project meets all nearly all the applicable zoning standards. In consideration of the code requirements and intent of the Planned Development Ordinance, providing a more flexible regulatory framework and allowing an exception to the wall height in the front yard, increases the amount of on-site screening provided, and would have a beneficial effect not obtainable under existing zoning regulations.

EXHIBIT "D"

CONDITIONS OF APPROVAL PHG 18-0026

This project is conditionally approved as set forth on the application and project drawings, all designated by the Planning Commission on February 12, 2019, and shall not be altered without the express authorization by the Planning Division.

Nothing in this permit shall relieve the applicant from complying with conditions and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. The permit request is specifically connected to 1539 and 1551 Tangelwood Lane to construct a new inventory parking lot for the adjacent Lexus car dealership at 1205 Auto Park Way. Nothing in the following Conditions of Approval shall relieve or waive compliance with all previous Conditions of Approval associated with Planning Case Nos. 2006-10-PD and PHG12-0001 (and/or other permit or actions associated with 1205 Tanglewood Lane.

GENERAL

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Director of Building, and the Fire Chief. Approval of this request shall not waive compliance with any sections of the Municipal Code and all other applicable City regulations in effect at the time of Building Permit issuance unless specifically waived herein.
2. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
3. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
4. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development.
5. All exterior lighting shall conform to the requirements of Article 1072, Outdoor Lighting (Ordinance No. 86-75). All lighting on the site shall be pedestrian level, bollard, and/or low profile to promote land use adjacency. Any lighting used to illuminate an off-street parking

area or walking path shall be arranged so as to deflect light away from any adjoining property or from public streets through fixture type, height and location. Exterior lighting of buildings shall be limited to low level incandescent spotlights and similar illuminating devices hooded in such a manner that the direct beam of any such light source will not glare upon adjacent property or public streets.

6. No signage is permitted for this use.
7. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08). Furthermore, no loud or boisterous noises shall emanate from the inventory lot, either by persons congregating there or by the playing of recording instruments, communication radios, and/or television sets or other sound-producing equipment.
8. All new utilities and utility runs shall be underground.
9. No outdoor storage of any type is permitted unless specifically authorized by this permit to construct a inventory parking lot for new cars. All parts and materials incidental to the operation of said dealership shall be stored at the main facility at 1205 Autopark Way. All vehicle repair and maintenance shall occur at the main facility, and all use and disposal of residual parts shall be done in a manner that is satisfactorily in compliance with all local, state, and federal laws.
10. Lexus vehicles would continue to be dropped off on the 1205 Auto Park Way property. After completing a pre-deliver inspection in the shop at 1205 Auto Park way, some vehicles will be driving to the proposed parking lot (1539 and 1551 Tanglewood Lane) by driving on Tanglewood Lane. Should a vehicle need retrieval, a lot attendant would access the lot via a pedestrian stairway from the 1205 Auto Parkway site and then drive the vehicle on Tanglewood Lane to the dealership. Factory direct drop-offs or truck loading/unloading is prohibited (i.e. no transport trucks on Tanglewood Lane).
11. The hours of operation of the inventory lot are Mon-Fri: 8 a.m. to 9 p.m., Sat: 8 a.m. to 6 p.m., and Sun: 10 a.m. to 6 p.m. The 1539 and 1551 Tanglewood Lane inventory lot will be secured with an automatic gate and the applicant intends on installing security cameras on the site that are tied into the larger dealership surveillance system at the 1205 Auto Parkway site. Public access to the inventory lot is prohibited.
12. The vehicles may be cleaned no more than once weekly by a mobile car washer in compliance with any best management practices that may be required by law for stormwater protection. Additional cleaning may be needed from time to time to respond to inclement weather conditions.
13. Striping shall be provided on-site for stalls and/or or directional flow for fire lane access.

14. No vertical lift devices may be utilized on the site to vertically stack car inventory (vertical tandem parking) without first obtaining approval from the Director of Community Development and demonstrating through site line analysis no visual impact to surrounding land uses.
15. The operation of the facility shall be consistent with the Details of Request contained within the Planning Commission staff report. Any changes to operational characteristics of the facility must first be approved by the City through the appropriate review process.
16. No trash enclosures permitted on-site. The site is incidental the main facility at 1205 Autopark Way, to be used primarily for lot attendants to a limited extent.
17. A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval. The plan shall be in substantial conformance with the conceptual landscape plan.
18. Prior to occupancy and a condition of issuance of a business license, Lexus Escondido shall install all required/proposed improvements (including screening, storm water improvements, parking areas and landscaping) in conformance with the approved site plan and landscape plan. Appropriate irrigation shall be provided for all landscape areas. All existing planter areas shall be repaired and landscaping brought into compliance with current standards. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
19. All landscaping, fences, and walls on site, in any adjoining public parkways shall be permanently maintained by the owner, assigns, or any successors in interest in the property. The maintenance program shall include normal care and irrigation of the landscaping, repair and replacement of plant materials and irrigation systems, and general clean-up. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the approval.
20. No employee may store, or permit to be stored, a personal vehicle, truck, or other personal property on the inventory lot, or within the adjacent public-right-of-way or other public property without permission of the City Engineer. All corporate and business deliveries and truck transport shall occur at 1205 Autopark Way. Individual vehicles from the inventory may be driven to and from the inventory lot, subject to the Details of the Request of this permit.
21. Any new walls shall incorporate decorative materials or finishes, and shall be indicated on the building plans. All freestanding walls visible from points beyond the project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Community Development.

22. A Lot Tie Agreement shall be recorded between APNs 235-090-32-00, 235-090-12-00 and 235-090-13-00 prior to the issuance of building permits for the project.
23. The Precise Development Plan shall be null and void if not utilized within twelve (12) months of the effective date of approval.
24. At any time after project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred back to the Planning Commission upon recommendation of the Director of Community Development for review and possible revocation or modification of the Precise Development Plan permit upon receipt of nuisance complaints regarding the facility or non-compliance with the Conditions of Approval.
25. An inspection by the Planning Division will be required prior to operation of the project. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
26. The City of Escondido hereby notifies the applicant that the County Clerk's Office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations will apply.

MUSIC NOISE

1. Prior to issuance of a Grading Permit, the 2014 Noise Compliance Plan for the Centre/Lexus Escondido (Associated with Planning Case No. PHG12-0001) shall be updated and amended under the authority of the Community Development Director and the satisfaction of the Planning Division. The amended Noise Compliance Plan shall be modified as appropriate to incorporate the following guidelines and criteria. The designated local authority of the City of Escondido shall make use of the updated Noise Compliance Plan, conditions associated with PHG12-0001, and statutory powers to implement noise protection.

- A. Unless a variance has been applied for and granted, it is unlawful for any person to cause or allow the creation of any noise to the extent that the one (1) hour average sound level of 65 dB(A), at any point on or beyond the boundaries of the property on which the sound is produced. To ensure that this level is not exceeded applicable limits have been provided as set forth below, except that construction noise level limits shall be governed by the Escondido Municipal and Zoning Codes.

The Music Noise Level (MNL) when assessed at the prediction stage or measured during sound checks or concerts should not exceed not exceed 95 dB(A) at mixer position and 91db(A) Leq maximum from the pre-selected measurement location. Performances shall have an endpoint not to exceed 10 PM. Rehearsals and sound checks are permitted on a limited basis in advance of the advertised event. Efforts should be made to reduced amplified MNL during the school year.

Notes: Rather than being an optional attenuation measure, the property manager and/or the appointed noise control assistant shall utilize acoustical blankets for the large concert events in which there is full sound production by an audio company with an attendance of greater than 200 people.

- B. The permanent noise monitoring terminals at the south and west property boundaries will no longer be required. The Music Noise Level (MNL) should be measured using an integrating-averaging sound level meter, such as and not limited to a Bruel and Kjaer 2250 class 1 sound level meter. The sound level meter shall be appropriately calibrated and adjusted as necessary by means of an acoustical calibrator to ensure meter accuracy within the tolerances set forth in American National Standards. The microphone shall be not less than four (4) feet above the ground, at least four (4) feet distant from walls or other large reflecting surfaces, in a pre-selected location on the roof deck which shall be 35 feet from the speaker or noise source. Useful control can be exercised by monitoring over one minute periods to enable early warning for possible breaches.
- C. Daily noise music level readings or the annual noise compliance report will no longer be required. However, the property manager and/or the appointed noise control assistant shall continuously monitor noise levels at the sound mixer position (or other noise source control point), or pre-selected measurement point as described herein, and advise the sound engineer accordingly to ensure that the noise limits are not exceeded. The Community Development Director or his/her designee, shall have access to the results at any time during the event or testing. Said Director or designee shall also have the right to conduct their own noise investigation or noise monitoring from the locations described herein.
- D. The property manager and/or the appointed noise control assistant shall ensure that the promoter, sound system supplier, and all individual sound engineers are informed of the sound control limits and any instructions necessary to ensure compliance. It should be

noted that the introduction of an audience to a venue increases the acoustic absorption present. This has the effect of reducing the sound level in the venue for a given amplifier setting compared to the sound test. Also, the nature of many concerts requires the sound volume level to be increased during the event to enhance the performance. The prevailing noise control restrictions should be borne in mind so that the sound volume at the start of the event is not too high, hence allowing scope for an increase during the event.

- E. When monitoring the music noise level, the sound of the audience applause can be a significant contributor. It is not possible to address this issue precisely; instead it is recommended that any such effect be noted.
- F. Assessment of noise in terms of dB(A) is very convenient but it can underestimate the intrusiveness of low frequency noise. Furthermore, low frequency noise can be very noticeable indoors. Thus, even if the dB(A) guidelines is being met, unreasonable disturbance may be occurring because of the low frequency noise. With certain types of events, therefore, it may be necessary to set an additional criterion in terms of low frequency noise, or apply additional control conditions.
- G. Owner will retain use and monitoring of the telephone hotline and feedback email address to receive and respond to any comments/concerns from neighbors.
- H. Penalties in the form of a fine or event suspension should be considered for non-compliance.

ENGINEERING CONDITIONS OF APPROVAL

STREET IMPROVEMENTS AND TRAFFIC

1. Frontage street improvements shall be constructed on Tanglewood Lane to Residential Road Standards in accordance with the design standards and the requirements of the City Engineer.
2. The developer shall relocate the existing street light on Tanglewood Lane and shall install a new LED light fixture in accordance with Escondido Standard Drawing No. E-1-E.
3. All driveways shall be alley-type in accordance with Escondido Standard Drawing No. G-5-E, with a minimum throat width of twenty-four (24) feet.
4. Adequate horizontal sight distance shall be provided at the driveway entrance. Increased parkway widths, open space easement, and restrictions on landscaping may be required at the discretion of the City Engineer.

5. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways to the satisfaction of the Traffic Engineer. Parking may be restricted along the project frontage for sight distance. A private contractor shall do any removal of existing striping and shall install all new signage and striping per the approved plans as directed by the Field Engineering.
6. All gated entrances shall be designed and improved to the satisfaction of the City Engineer and the Fire Marshal.
7. The project owner shall plant street trees along property frontage on Tanglewood Lane. to the satisfaction of Planning Director, prior to final inspection and bond release.
8. As surety for the construction of required off-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of any building permit.
9. An engineered improvement plan is required for all public improvements (unless only sidewalks, driveways and/or streetlights are required). The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.

GRADING

1. A site grading and erosion control plan by a Registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The project shall conform with the City of Escondido's Storm Water Management Requirements. Both Construction BMPs and Permanent Treatment BMPs shall be provided for the project. The site grading and erosion control plan will not be forwarded from the Building Department, but shall be submitted separately to the Engineering Department.
2. A site landscaping and irrigation plan shall be submitted with the first submittal of the grading plan to the Engineering Dept.
3. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 5 1/2" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
4. All driveway grades shall conform to the City of Escondido Design Standards and Standard Drawings.
5. Erosion control, including riprap, interim sloping planting, gravel bags, or other erosion control measures shall be provided to control sediment and silt from the project. The

developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.

6. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in their report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by the Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process. The cost of any third party review deemed necessary by the City Engineer shall be reimbursed by the owner.
7. After the approval of the site grading and erosion control plan, and prior to the start of construction of the grading and street improvements, the developer shall obtain a Grading Permit and Encroachment Permit from the Engineering Field Office. Contact the Engineering Field Office at 760 839-4664 to arrange for the Encroachment Permit and inspections.
8. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
9. A Construction General Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres.
10. The developer shall be responsible for the recycling all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other locations approved by the Director of Engineering Services.
11. All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced

onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include hydro-modification calculations, treatment calculations, post-construction storm water treatment measures, and maintenance requirements.

3. All on-site storm drains, detention basins, and all post-construction BMP's facilities are private. The responsibility for maintenance of these storm drains shall be that of the property owner or property owner's association.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

WATER SUPPLY

1. A public water main extension is required to provide water service and/or fire protection. Construction of the water main shall be in accordance with the Standards and Specifications of the City of Escondido.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.

CASH SECURITY AND FEES

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

BUILDING CONDITIONS OF APPROVAL

1. Demolition permits for the existing residential structures.
2. Compliance with the 2016 CBC Chapter 10 for stairs, landings, handrail and guards.
3. Permits, engineering, energy and details for site lights.

4. Permits, engineering, details for retaining walls.

FIRE CONDITIONS OF APPROVAL

1. Provide a hydrant or move existing hydrant to same side of the street as proposed project.
2. Will need to a min of 1500 GPM@ 20 PSI.

CITY COUNCIL STAFF REPORT

Current Business Item No. 15

August 21, 2019

File No. 0600-10, A-3276

SUBJECT: Notice of Completion for the 2018 Street Rehabilitation and Maintenance Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-129 authorizing the City Engineer to file a Notice of Completion (“NOC”) for the 2018 Street Rehabilitation and Maintenance Project (“Project”).

FISCAL ANALYSIS:

The Project was funded with the FY2017/18 and FY2018/19 Capital Improvement Project (“CIP”) budgets for the City’s Annual Pavement Management Program, which includes Gas Tax, TransNet and Road Maintenance and Rehabilitation Account (“RMRA”) funds. Staff has approved changes to contract work totaling \$423,207.78 to complete additional resurfacing and sidewalk replacement within the Project area, which is 8.3 percent of the contract value. The quantities for striping, signage and pavement markings are expected to be less than contract quantities, resulting in a minor contract deduction of approximately one percent.

PREVIOUS ACTION:

On November 28, 2018, the City Council adopted Resolution No. 2018-171, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement (“Agreement”) with Ramona Paving and Construction Corp., the lowest responsive and responsible bidder, in the amount of \$5,047,877.40 for construction of the Project.

BACKGROUND:

The Project focused on residential streets located in Maintenance Zone SO, which is the area south of Felicita Avenue. Substantial work was also completed on several major streets, including Bear Valley Parkway, Centre City Parkway, Citracado Parkway, Escondido Boulevard, Felicita Road, Rose Street and Sunset Avenue. Staff approved contract change orders for additional work including the treatment of nine (9) streets adjacent to the Project area.

The Project resurfaced ninety-eight lane-miles of roadway, replaced 0.17 miles of damaged sidewalk, and replaced or installed 5.6 miles of bike lanes in accordance with the City’s Bicycle Master Plan. The Project also replaced or installed twenty-nine (29) pedestrian ramps.

Notice of Completion for the 2018 Street Rehabilitation and Maintenance Project
August 21, 2019
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/14/2019 5:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-129

RESOLUTION NO. 2019-129

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY ENGINEER, ON
BEHALF OF THE CITY, TO FILE A NOTICE OF
COMPLETION FOR THE 2018 STREET
REHABILITATION AND MAINTENANCE
PROJECT

WHEREAS, on November 28, 2018, the City Council adopted Resolution No 2018-171, authorizing execution of the Public Improvement Agreement (“Agreement”) for the construction of the 2018 Street Rehabilitation and Maintenance Project (“Project”) in the amount of \$5,047,877.40; and

WHEREAS, the construction for the Project was completed by Ramona Paving and Construction Corp, Inc.; and

WHEREAS, the City of Escondido (“City”) staff and the City Engineer deems the filing of the Notice of Completion (“NOC”) to be valid and recommends approval; and

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

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 City Engineer.
3. That the City Council hereby approves the request to file an NOC for the 2018 Street Rehabilitation and Maintenance Project.

CITY COUNCIL STAFF REPORT

Current Business Item No. 16

August 21, 2019

File No. 0600-10, A-3315

SUBJECT: Consulting Agreement with True North Research, Inc. for the Preparation of a Community Survey, and the Formation of an Ad Hoc City Council Subcommittee

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is recommended that the City Council 1) adopt Resolution No. 2019-122 authorizing the City Manager to execute a Consulting Agreement with True North Research, Inc., for an amount not to exceed \$32,750 to prepare a community survey; and 2) establish an Ad Hoc City Council subcommittee of two members to work with staff and the consultant in developing the survey questions.

FISCAL ANALYSIS:

During the 2019-2020 City Budget adoption process, the City Council established a \$50,000 budget to conduct a community survey.

BACKGROUND:

The City Council has expressed ongoing interest in conducting a community survey to solicit resident satisfaction regarding the services and facilities provided by the City of Escondido ("City"). The community survey was listed as a strategy in the prior City Council Action Plan. The survey will provide the City Council and staff opportunity to gauge community support and satisfaction with existing services, and provide guidance for focusing resources that best meet community needs and desires.

Additionally, the City Council was informed during the public hearing for the budget on June 12, 2019, that future budget years will experience dramatic increases in expenditures that far exceed anticipated revenues. The community survey will be an important tool for prioritizing resources when making necessary adjustments in City services within the budget. Given the direct connection between available revenues and the services provided by the City, the survey will examine the public's interest in reducing or eliminating certain services, increasing revenues through a local sales tax measure, or some combination of both.

DISCUSSION / RECOMMENDATION:

The City issued a Request for Proposals and interviewed three consulting firms who responded for conducting the community survey. True North Research, Inc. was selected by staff as the

Consulting Agreement with True North Research, Inc. for the Preparation of a Community Survey, and the Formation of an Ad Hoc City Council Subcommittee

August 21, 2019

Page 2

appropriate firm for conducting the survey. True North Research, Inc. is based in Encinitas, and is a highly respected research firm that has conducted over one thousand community surveys in California. Data collected from their surveys, and the methodology applied to establish statistical accuracy, have consistently produced unbiased, reliable evaluations of community perceptions and interests.

The survey would include questions pertaining to a possible local sales tax measure as a new revenue source to ensure City services remain uninterrupted, with opportunities for service and facility enhancements. Such a measure requires approval of the Escondido electorate, so the survey would be an essential tool to determine voter support. If the survey reveals adequate support, the sales tax measure could be placed on the ballot for the 2020 election, subject to City Council direction.

A statistically significant sample size (up to 800 surveys) among a randomly selected group of Escondido residents/voters is important to provide a high degree of reliability. At the June 12 public hearing, the City Council expressed an interest in participating in the survey preparation. Staff recommends appointing a two-member Ad Hoc City Council subcommittee to work with staff and the consultant in developing the survey questions. The entire City Council would be kept informed through regular updates.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jay Petrek, Assistant City Manager

8/14/2019 5:37 p.m.

ATTACHMENTS:

1. Resolution No. 2019-122
2. Resolution No. 2019-122 - Exhibit 1: Consultant Contract with True North Research, Inc.

RESOLUTION NO. 2019-122

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO
EXECUTE, ON BEHALF OF THE CITY, A
CONSULTING AGREEMENT WITH TRUE
NORTH RESEARCH, INC. TO CONDUCT A
COMMUNITY SURVEY

WHEREAS, the City Council has expressed ongoing interest in conducting a community survey to solicit resident satisfaction regarding the services and facilities provided by the City of Escondido (“City”); and

WHEREAS, the City Council has allocated funding for a community survey in the 2019-2020 operating budget; and

WHEREAS, City Manager staff solicited and reviewed proposals from qualified consultants and staff deemed True North Research, Inc. to be the most qualified and to offer the best value for services provided; and

WHEREAS, the City Manager recommends the execution of a Consulting Agreement (“Agreement”) with True North Research, Inc. to conduct a community survey to gauge community support and satisfaction with existing services, and provide guidance for focusing resources that best meet community needs and desires; and

WHEREAS, the survey will examine the public’s interest in reducing or eliminating certain services, increasing revenues through a local sales tax measure, or some combination of both, as a means to address anticipated costs that exceed anticipated revenues for providing those services; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve said Agreement with True North Research, 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 the City Council accepts the recommendation of the City Manager.
3. That the City Manager is authorized to execute, on behalf of the City, an Agreement with True North Research, Inc. in an amount not to exceed \$32,750 to provide voter opinion research and revenue measure consulting services. A copy of the Consulting Agreement is attached as Exhibit "1" and is incorporated herein by this reference as though fully set forth.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of August, 2019.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Jay Petrek, Assistant City Manager
760-839-4541
("CITY")

And: True North Research, Inc.
1592 N. Coast Highway 101
Encinitas, CA 92024
Attn: Timothy McLarney, Ph.D.
960-632-9900
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide voter opinion research and revenue measure consulting services; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum not to exceed \$32,750.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

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

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on

this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Jeffrey R. Epp
City Manager

Date: _____

True North Research, Inc.

Signature

Name & Title (please print)

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.

ATTACHMENT A
True North Research, Inc.
Scope of Work
Page 1 of 2

The scope of services that True North will perform for the City of Escondido includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. The scope of services includes:

1. Meet with the City to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
2. Develop a stratified and clustered sample of voters who—based on their voting history and registration status—are likely to participate in the election of interest (November 2020) on the natural or through targeted outreach efforts.
3. Develop a draft questionnaire for the City’s review and make revisions as needed until all parties approve of the instrument.
4. Pre-test the survey instrument to ensure its integrity.

Deliverable:

a) One (1) single sided, unbound hard copy + electronic version of Draft Questionnaire, and results from pre-test ensuring survey integrity.

Payment: \$5,000

5. CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
6. Web program the same survey instrument to allow for secure, password-protected online data collection to compliment the telephone data collection.
7. Professionally translate the invitation and survey questionnaire into Spanish to allow for data collection in English or Spanish according to a respondent’s preference.

Deliverables:

a) English and Spanish finalized survey instrument in CATI and Web Program.

b) One (1) single sided, unbound hard copy + electronic version of English and Spanish final survey instrument.

Payment: \$2,000

ATTACHMENT A
True North Research, Inc.
Scope of Work
Page 2 of 2

8. Recruit participation in the survey using a combination of telephone calls and email invitations.
9. Collect up to 800 quality interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last up to 17 minutes.
10. Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
11. Prepare an initial topline report which presents the overall findings of the survey.
12. Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations.
13. Prepare an electronic copy of the final report to allow the City to reproduce the report as needed.

Deliverables:

a) One (1) single sided, unbound, hard copy + electronic version of Initial topline report.

b) One (1) single sided, unbound, hard copy + electronic version of detailed report on survey findings, question-by-question analysis, methodology, executive summary of key findings, conclusions and recommendations.

Payment: \$19,380 - \$25,250 Price dependent upon the number of City-approved interviews conducted prior to initiating survey, up to 800 interviews.

14. Prepare a PowerPoint presentation of the results and present the results to City staff and Council.

Deliverable:

a) One (1) electronic version of PowerPoint presentation

Payment: \$500

15. Be available to assist and provide advice to the City after the survey is complete.

ATTACHMENT B
True North Research, Inc.
Assigned Staff
Page 1 of 1

1. Timothy McLarney, Ph.D., True North Research, Inc. President & Principal
2. Richard Sarles, M.S. Principal Researcher
3. Dameon Travis, B.S. Dynata Director of Data Collection
4. 10-15 trained interviewers with Dynata



FUTURE CITY COUNCIL AGENDA ITEMS

Updated August 14, 2019

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

August 28, 2019
NO MEETING

September 4, 2019
NO MEETING (Labor Day)

Weekly Activity Report



August 15, 2019

Paramedic Recruitment Video

The Fire Department is currently accepting applications for new Paramedics (Non-Safety). The below video was created to highlight the department and the role. For more information about the position, click [here](#).

Click the image below to watch the video.



Wild Lizard Finally Caught

Over the past few weeks, two Monitor Lizards have been on the loose in Escondido. These wild animals have the potential to be dangerous, and these two lizards range between 3 and 4 feet. Last week a representative from EcoVivarium was able to locate and capture one of the creatures and safely relocate it. The other is still on the loose... if you see it please contact EcoVivarium at (760) 533-2611.



Connecting with Capital – Escondido

The San Diego & Imperial Small Business Development Center Advisors are hosting a Connecting with Capital event at City Hall in Council Chambers on August 16, from 9 a.m. to 1 p.m. Over 15 lenders and experts will be at this meeting. For more information and to register, visit: <http://www.sdivsbdc.org>



The Connecting With Capital Expo Is On The Road To Escondido!

Getting Money Never Got So Easy!

Deputy Mayor Martinez – In District Meeting

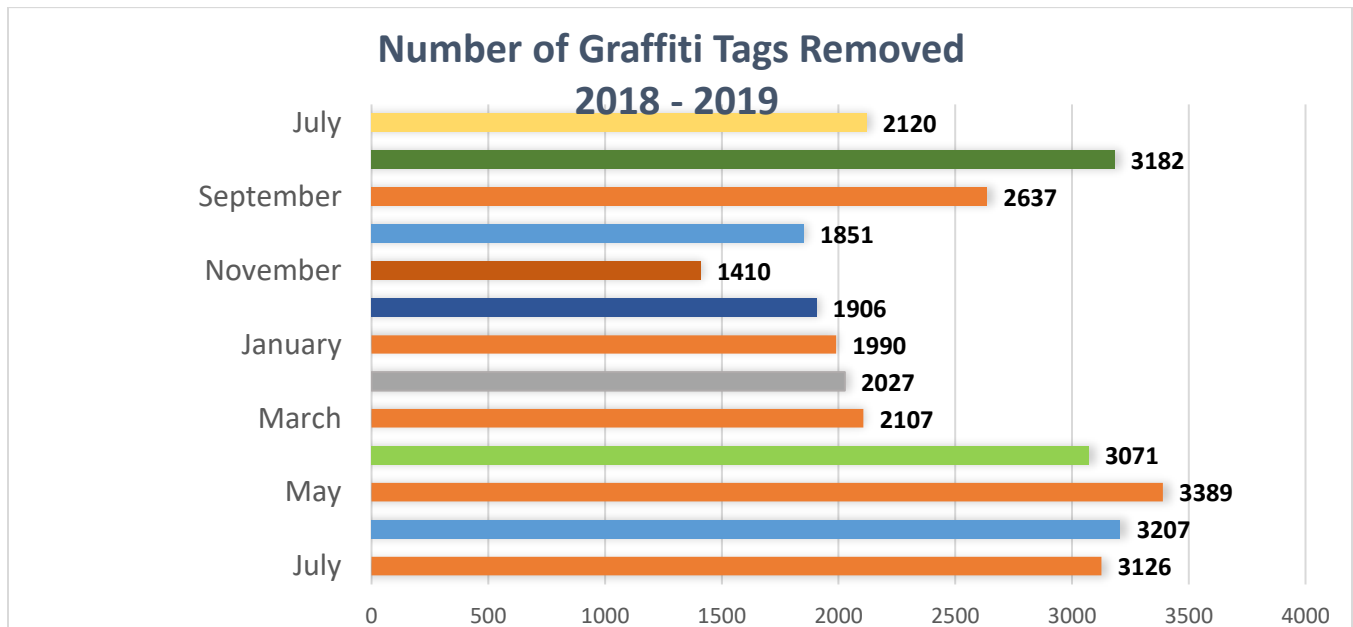
Deputy Mayor Martinez is hosting an in-district Community Meeting next Saturday, August 24 from 10:00 a.m. to 11:30 a.m. This is part of a series of meetings in District 1 to meet with constituents to answer questions, concerns and discuss ideas. No appointment is necessary.

Location: Starbucks, 121 W. Lincoln Ave., Escondido, CA 92026

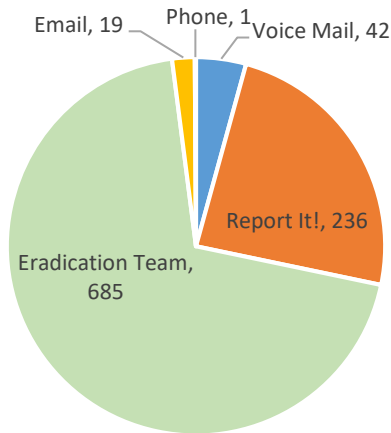
For more information, email cmartinez@escondido.org

BY THE NUMBERS

Public Works

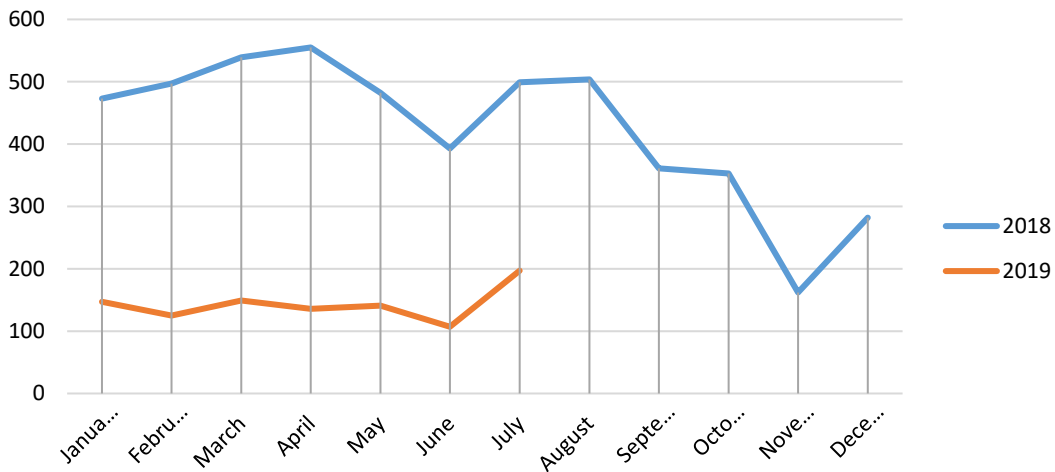


How Graffiti Was Reported - July 2019



■ Voice Mail
 ■ Report It!
 ■ Eradication Team
 ■ Email
 ■ Phone

NUMBER OF SHOPPING CARTS REMOVED



Code Enforcement

222 Total Active Cases

37 New Cases

49 Cases Closed

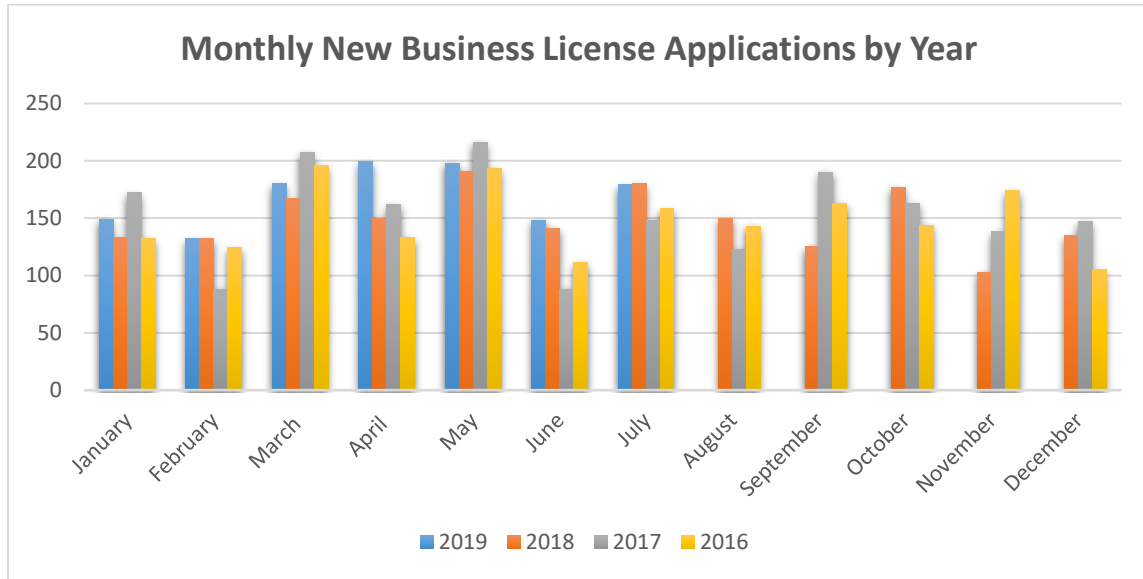
48 Voluntary Compliance

24 Notices Issued

1 Citations Issued

Total Code Cases (Year To Date)	1,596
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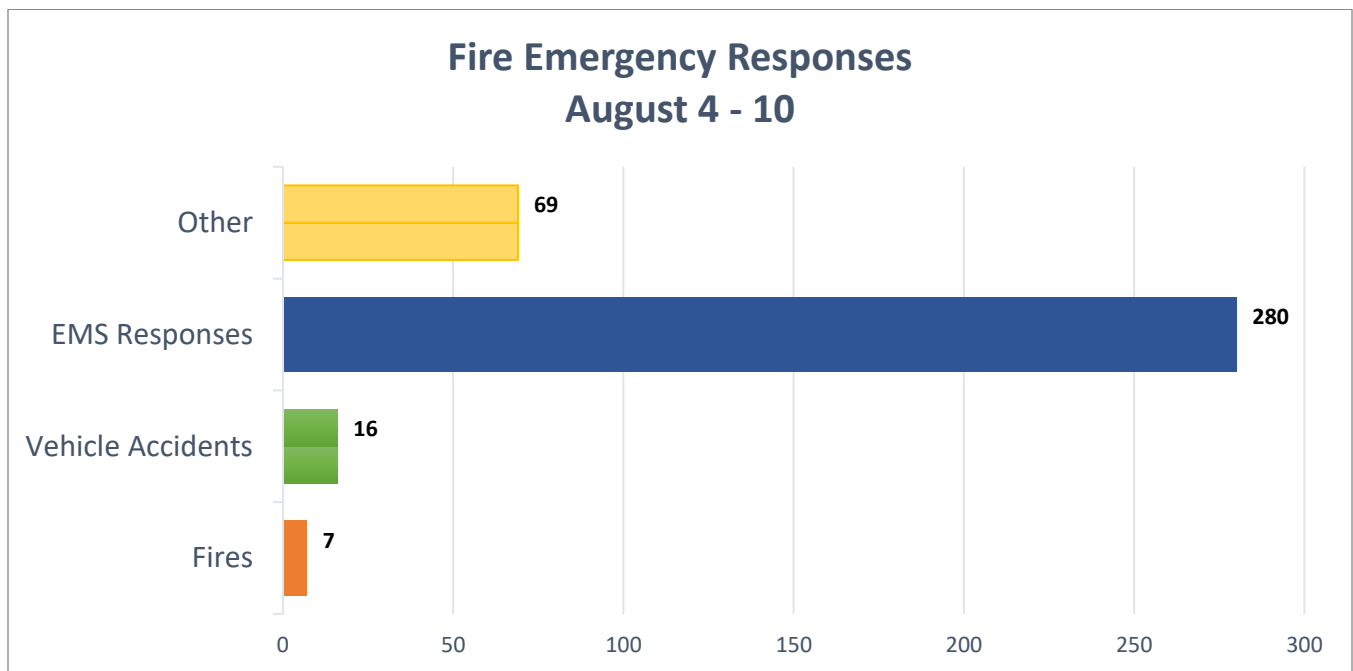
Business Licenses

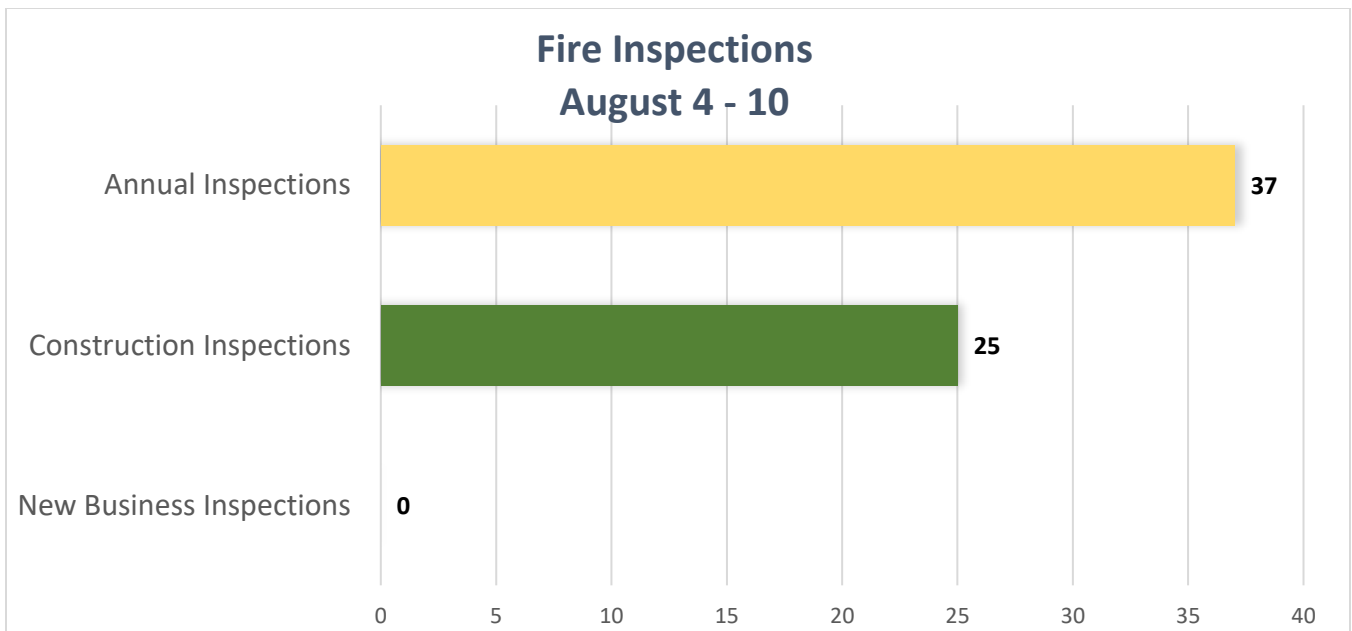


Graffiti Restitution

Collected This Week	Collected Year to Date
\$0	\$3835.02

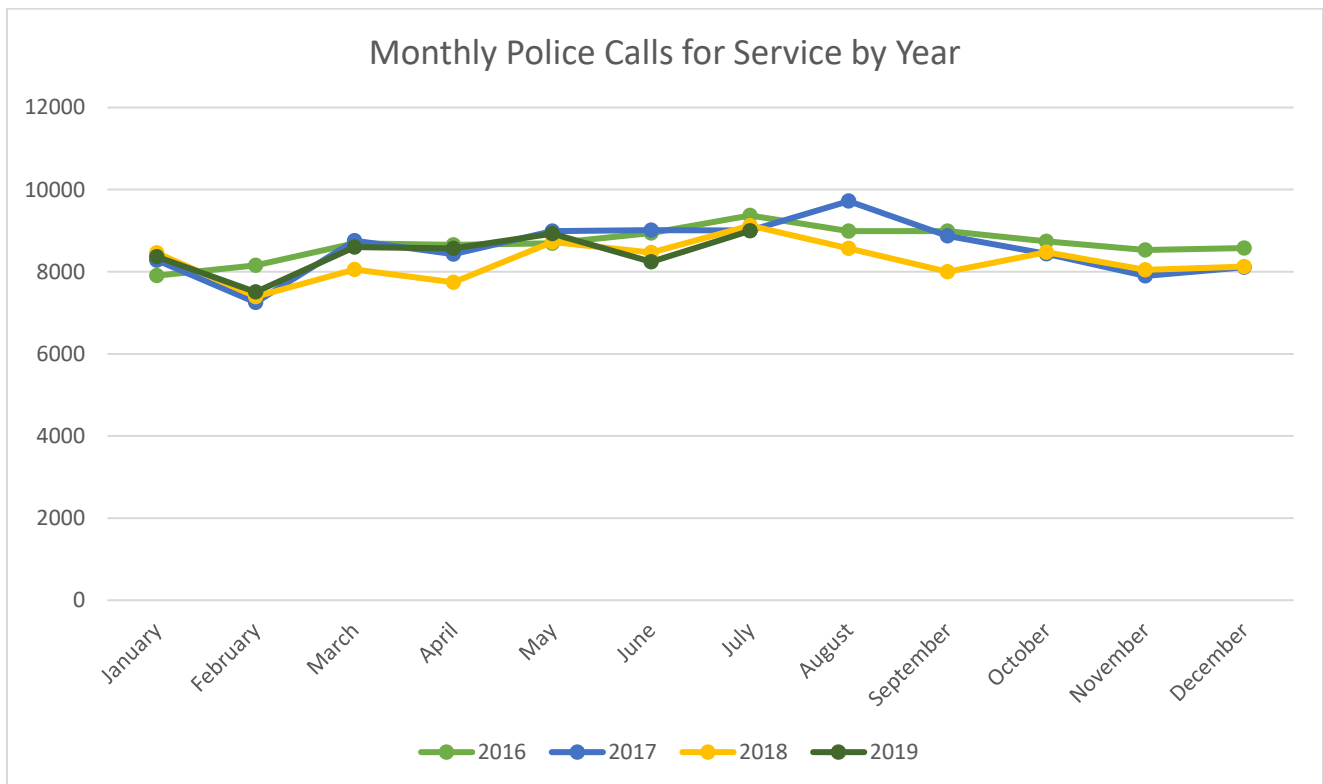
Fire



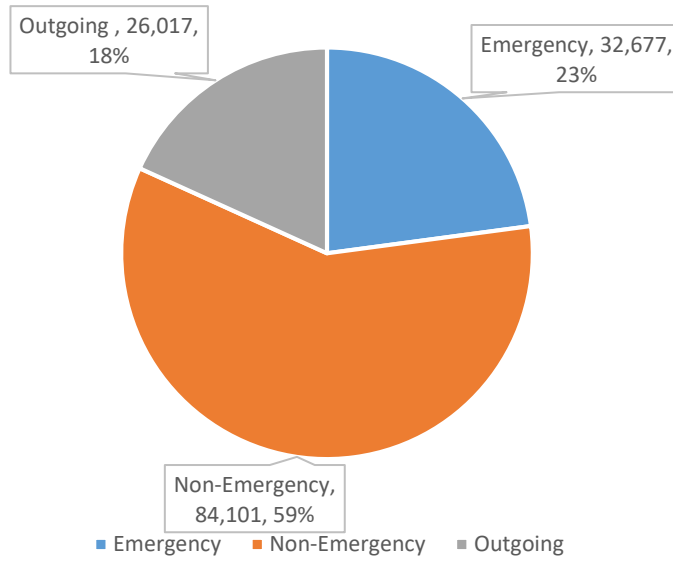


Total Emergency Responses (Year To Date)	10,152
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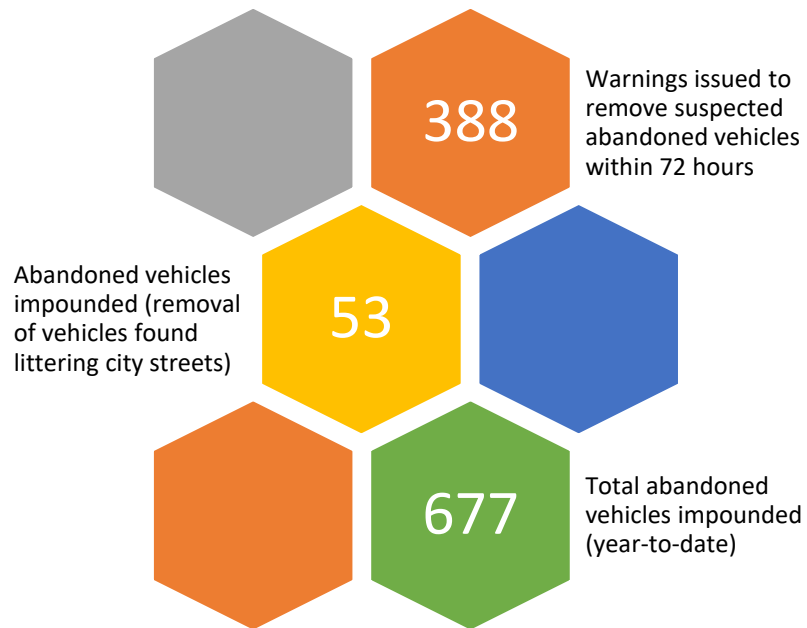
Police:



2019 YTD Police/Fire Communication Center Call Volume

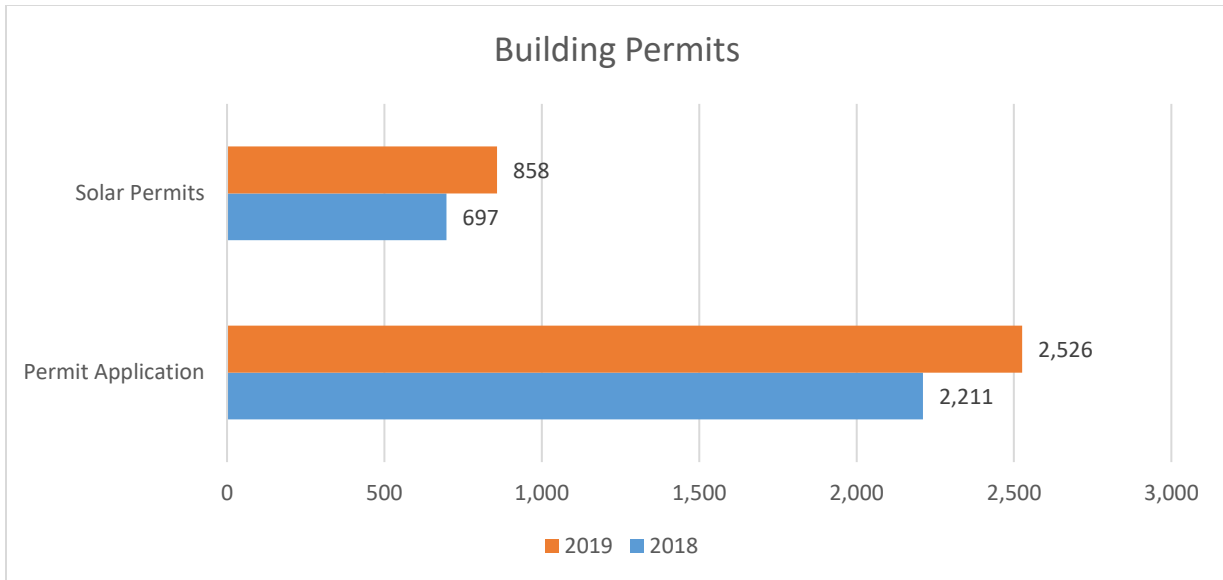
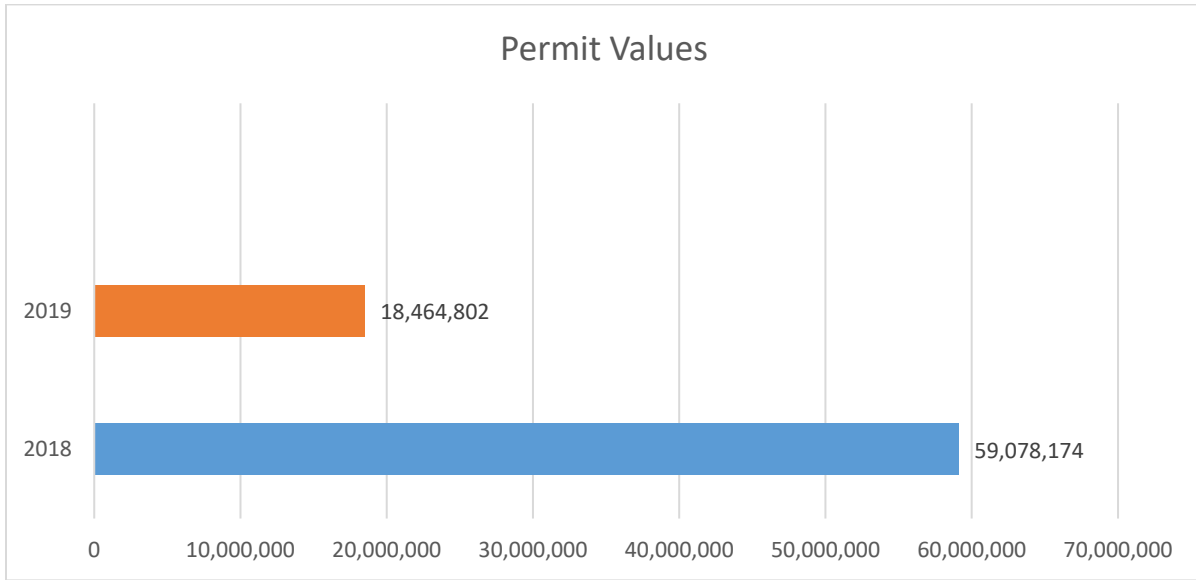


July Abandoned Vehicle Data



Building Division:

**Data reflects activity through August 10 of each year.*



POLICE DEPARTMENT

Incidents:

Pair Arrested After Morning Robbery

On August 9 at approximately 6:30 a.m., officers responded to a robbery that had just occurred in the 300 block of W. Washington Ave. Upon their arrival, officers discovered that a male and female suspect approached an adult male and threatened to harm him if he did not give them his money. The victim complied, and the duo fled to a nearby motel. Officers located both suspects inside of a motel room. Melissa Kates (44-year-old homeless resident of Escondido) and Jesus Reyes (30-year-old homeless resident of Escondido) were both arrested and charged with robbery.

Grape Day Park Train Depot Vandalized

On August 9 at around 11:00 p.m., officers responded to reports of an unknown person breaking windows at the historic train depot inside of Grape Day Park. The suspects fled prior to the arrival of police, who found that at least five windows had been broken. The suspect was described as a Hispanic male, 200 lbs., approximately 16-17 years of age, with short hair, thin mustache, and wearing a black shirt. Detectives are following-up on several leads regarding this crime. Anyone with information is asked to call Escondido Police at 760-839-4722, or anonymously at 760-734-8477.

COPPS:

The COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 2 arrest
- 7 citations
- 24 extra patrols

Events:

National Night Out

On Tuesday, August 5 the Escondido Police Department participated in the annual National Night Out event. This year the event was held in the parking lot of the East Valley Community Center. This well attended community event included several community partners, including Escondido Education COMPACT. Those attending the event were able to interact with law enforcement, enjoy live entertainment, and participate in safety demonstrations. Please see the following link with TV news coverage of the event: https://www.nbcsandiego.com/on-air/as-seen-on/National-Night-Out-Escondido1_San-Diego-524696202.html

Police Athletic League Basketball Game

There was record attendance at the August 10 Police VS. PAL Teens game. The kids started out hot with 3 pointers. However, in the 3rd quarter the 3's did not hit their mark and the police and coaches pulled away with a win of 71-55. The kids still lead the series 6-4. This game set a record for attendance and raised \$11,500.00. All funds will be used for the PAL youth basketball league. The event was attended by Deputy City Mayor Consuelo Martinez, Chief Craig Carter and Captains Eric Skaja and Justin Murphy. Thanks to all who attended and those who donated their time, and or money to support PAL. Lastly, special thanks to all of the officers who took time out of their busy schedules to play the game.



Police Cadet Graduation

Additionally, on August 10, eighteen Escondido Police Cadets graduated from the San Diego Law Enforcement Explorer Academy. The week long live-in academy is a fully immersive experience for teens and young adults seeking to learn about a career in law enforcement. The academy is held each summer on the campus of UC San Diego.



Escondido Police Cadet Post Opportunity

The Escondido Police Cadet Post is on the lookout for motivated young men and women ready to meet the challenges of law enforcement and public service. The Escondido Police Cadet Post gives young men and women, ages 16 to 20 (can apply at 15 ½) a first-hand look at the law enforcement career field. Cadets receive hands-on training in areas such as traffic control, enforcement stops, interviewing witnesses, search and rescue, and conducting investigations into serious crimes. Cadets also participate in special events such as assisting at sobriety checkpoints, security at sporting events, and alcohol enforcement details. During monthly ride-along, Cadets use the police radio, assist with paper work, and directly participate in most calls for service. Most importantly, the young men and women participating in the Escondido Police Department Cadet Post serve their community in a vital and meaningful way. Community outreach programs include mentoring grade school students, assisting at various community events, and being everyday good will ambassadors for the Police Department. The life skills developed through the Cadet program shape the leaders of tomorrow. If you are between 16 and 20 years of age, can volunteer for 30 hours a month, and are interested in learning more about the Escondido Police Cadet Post, view our basic requirements through the link below; <https://police.escondido.org/explorer-post-basic-requirements.aspx>

FIRE DEPARTMENT

News:

On Thursday evening, August 8, a wildfire preparedness meeting was held at the Police and Fire Headquarters Community Room. Thirty-two people heard presentations from representatives from Escondido Police and Fire, CAL FIRE, San Diego County Sheriff, and SDG&E on how they can be better prepared in the event of a wildfire.

The next community meeting is scheduled for Monday, August 26 at 6:00 p.m. at the Vineyard Golf Course clubhouse (925 San Pasqual Road). These educational meetings are free and everyone who attends will come away with a lot of great information!



COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week.

Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. An MOU explaining the phasing and proposed parking improvements for the hospital has been signed by all parties and was completed on July 15, 2019. The grading permit is ready to be issued. The state OSHPD will issue building permits and oversee construction inspections. A grading plan for parking on Parcel 1 has been approved by Engineering and a permit is ready to be issued.
2. Escondido Research and Technology Center (ERTC) – East (Developer: James McCann) 2130 Citracado Parkway – Building plans for a 71,656 SF medical office building in this approved medical complex area across from Palomar Hospital were submitted into plan check on October 9, 2018. A subsequent plan submittal increased the size of the building to approximately 80,000 SF, which exceeds the specific plan allowance for that planning area. A plot plan application for the modified building design has been submitted by the applicant. Planning has issued comments notifying the property owner of the specific plan issue.

3. Ritz Theater “The Grand” (Developer: New Venture Church) 301, 309 E. Grand Avenue – A renovation of the existing Ritz Theater and adjacent commercial building to provide for a variety of assembly uses including performing arts, religious services, café, offices and classroom studios was approved by the City Council on December 5, 2018. Fire approved the building plans on 7/12/19. Esgil approved fourth check of the building plans on 8/5/19. Planning approved the building plans on 8/7/19. A demo permit was issued for the commercial building on the corner on July 1, 2019, and demolition is underway. Issuance of a building permit is imminent.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Updated building plans were resubmitted into plan check on July 24, 2018. Esgil, Engineering and Fire approved the plans several months ago. Planning met with the architect on July 18, 2019, to finalize design for the screening of rooftop mechanical equipment and then approved the building plans the same day. The grading permit has been approved and grading has commenced on the site. Issuance of the building permit is imminent.
2. Citracado Business Park (Developer: Dentt Properties) 2207 Harmony Grove Road – A proposed specific plan for two industrial warehouse/office buildings (145,930 SF and 125,930 SF) with the buildings to be separated by the future extension of Citracado Parkway. The application was submitted on August 14, 2018. All departments have completed their initial review and comments were sent to the applicant on September 17, 2018. SDG&E also has provided comments regarding the high voltage power lines that traverse the site. The applicant’s traffic consultant submitted revised methodology and distribution to Engineering on October 19, 2018. A meeting with the applicant to review the various departmental comments occurred on October 29, 2018. The developer team met with several departments on April 4, 2019, primarily to discuss traffic-related issues. Planning and Building are awaiting submittal of a demo permit for the two abandoned residences on the site. A revised Traffic Impact Analysis was submitted to Engineering on August 8, 2019.

City Projects

1. Membrane-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – On January 16, 2019, the City Council expressed continued support for the MFRO, but directed staff to investigate moving the facility from Ash/Washington to another location. A city-owned property located at 901 W. Washington Avenue has been selected as the new MFRO site. An on-site meeting with the selected design-build and environmental contractors occurred on January 28, 2019. Preliminary geotechnical and survey work is underway. Helix Environmental Planning will be preparing the draft environmental documents. A Design Build Agreement was approved by the City Council on April 3, 2019. The Design Build Agreement with Filanc+BC Joint Venture provides for design and pre-construction services. The Design Build team met with Utilities and Planning on May 15, 2019 and June 5, 2019 to discuss design and timeline issues. A revised draft site plan was submitted to Planning on July 10, 2019. A draft environmental review document is in preparation. Tribal consultation letters (i.e. AB 52 notification) to interested tribal groups were sent August 2, 2019. City staff will be meeting with the Design Build team to review site plan comments.

2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – 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. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Additional information has been compiled and analyzed by the City’s biological consultants based on recent conversations with the agencies. The biological consultant and staff met with the wildlife agencies on November 28, 2018 to discuss a modified approach to fulfilling mitigation requirements. Written information summarizing what was discussed at the meeting was transmitted to the agencies on December 4, 2018. City staff recently concluded a revised assessment of potential biological impacts and met with the agencies to present the findings. Additional information requested by the agencies is being prepared for submittal.

Residential

1. Harvest Hills (aka Safari Highlands Ranch) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City’s website at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

The responses to comments have generated related revisions to the project design. The applicant’s engineer submitted a revised tentative map on October 26, 2018. Generally, the amount of grading and the area of disturbance has decreased, while the overall number of 550 residential lots has remained the same. Engineering met with the project engineer and applicant on January 31, 2019, to discuss their comments on the revised tentative map. The revised tentative map and exhibits have been posted on-line at the link above. The applicant met with Traffic Engineering during the week of February 25th to discuss off-site improvements. Staff, applicant and biological consultant met with the wildlife agencies on April 23, 2019, to discuss the revisions to the project design mentioned above. The applicant and staff met on June 20, 2019, to refine the list of outstanding issues remaining to be resolved prior to advancing to public hearings for the project.

2. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. The applicant has occasionally engaged in discussions with various departments since that time, but has declined a staff offer to schedule a comprehensive meeting with all city departments. Another set of revised plans were submitted the week of November 26, 2018. Planning, Engineering and Utilities comments on the revised plans were issued on February 25, 2019. In response to a follow-up discussion with the applicant, Planning provided additional comments on April 29, 2019. Additional discussions between the applicant and the City to resolve project issues occurred on June 20, 2019.

3. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. Most of the plans are in third or fourth plan check. Engineering comments were returned on March 12, 2019; and the developer team met with Engineering on April 1, 2019, to discuss the comments. The homebuilder met with Building, Engineering and Planning on April 24, 2019 to discuss the building plan check and precise grading plan processes. A revised Certified Tentative Map for substantial conformance review was submitted on May 23, 2019 and includes a proposal to relocate approximately 10 residential lots within the development. These changes in Villages 2 and 3 result from comments provided by the Regional Water Quality Control Board and those discussions are on-going; however, the Regional Water Quality Control Board indicated that they will be issuing the permit in early September. A resubmittal of Village 1 plans including grading, storm drain and the specific alignment plan for Country Club Lane was received on June 18, 2019, and has been approved by Fire. Engineering and Planning comments were sent to the applicant the week of July 15, 2019. The applicant provided another resubmittal of Village 1 plans the last week of July. Engineering expects to be ready to issue a grading permit for Village 1 by the end of August or beginning of September.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/ecc.aspx>

4. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. –The City Council approved the project on January 10, 2018. LAFCO approved the annexation application on October 1, 2018, and the annexation has recorded. The new homebuilder, Taylor Morrison Homes submitted a Precise Development Plan to Planning on December 14, 2018. Grading plans, final map and improvement plans were submitted for review on December 7, 2018. Engineering met with the applicant's engineer on January 31, 2019 to discuss drainage issues. A revised Certified TM was approved on March 14, 2019. Final engineering plans were resubmitted on March 21, 2019. The project engineer, Engineering and County Water Authority staff met on April 2, 2019, to discuss the street and utility crossings over the CWA aqueduct. The applicant's engineer submitted a revised design to address the CWA issues the week of June 3rd. Building plans for four model homes were submitted into plan check on July 15, 2019. Revised grading and landscape plans and final map were submitted on July 30, 2019. The Precise Development Plan has been scheduled for Planning Commission on August 13, 2019.
5. Aspire (131 apartment units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development across from City Hall on Parking Lot 1. The project was initially submitted for entitlement processing for a 106-unit development on June 23, 2017. On March 14, 2019, the applicant submitted a revised project under state and city density bonus law that increases the number of dwelling units in return for the provision of 11 Very Low Income housing units. The increased density (now 131 units) has been accommodated by eliminating all 3-bedroom units to allow additional studio, one- and two-bedroom units within the same building structure. The project includes 4,289 square feet of commercial space on the ground floor, primarily fronting on Maple Street Plaza. A purchase and sale agreement for the project site (Parking Lot 1) was approved by the City Council on September 19, 2018. Concerns regarding parking have been expressed; and the applicant's parking consultant submitted a parking study on January 17, 2019. A proposed

Development Agreement was submitted for staff review on April 24, 2019. Engineering completed final review of the traffic study and storm water plans, asking for modifications to complete the reports. Staff is working with the applicant to move the project to hearing, tentatively scheduled for Planning Commission on August 27, 2019.

6. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St. – The five-story affordable senior housing apartment project was submitted on November 21, 2017. The applicant submitted revised plans on May 3, 2019. Public review of the Draft Mitigated Negative Declaration resulted in two comment letters. Responses to comments have been completed and a draft version of the Final MND is being reviewed. The project has been scheduled for a Planning Commission hearing on August 13, 2019.
7. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Daley Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering issues occurred on June 27, 2018. The applicant met with Escondido Fire and Valley Center Fire on August 1, 2018 to discuss fire protection issues. Significant fire-related issues to be addressed include the steepness of the project entry road, secondary emergency access and Fire Department response times. A follow-up meeting with the applicant to discuss these issues occurred on October 11, 2018. On April 5, 2019, the applicant provided a letter response with alternative compliance proposals to address some of the fire-related issues. On May 14, 2019 the applicant provided additional fire-related information requested by Fire and Planning. Fire, Planning, and Engineering staff met with the applicant team on May 29, 2019 to discuss the fire-related information. A financial feasibility study for the proposed resort was submitted on July 8, 2019.

A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Sager Ranch Resort Specific Plan - City of Escondido](#)

8. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on 7.7 acres on both sides of Nutmeg between I-15 and Centre City Parkway – This proposed multi-family residential development includes a GPA from Office to Urban III (up to 18 du/acre) as well as a specific alignment plan for Nutmeg and a vacation of approximately one acre of public right-of-way for use in the project. The project application was received on June 15, 2018. Initial comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A Notice of Availability for the Draft EIR was issued May 7, 2019, announcing a 45-day public review period from May 10, 2019 to June 24, 2019. The USFWS has requested an additional time to comment. Caltrans expressed a concern for having encroachment into their right of way. Project revisions may be necessary to accommodate grading and fuel modification zone planning on-site. The applicant will be meeting with Planning and Engineering on August 14 to discuss potential changes to the project.

9. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – The Zoning Administrator approved a modification to the Precise Development Plan to revise the architecture on October 25, 2018. On-site remediation of hazardous materials has been completed and DTSC has issued a clearance letter. On-site improvement plans have been approved. The rough grading permit was issued on April 18, 2019, and grading has commenced on the site. The Precise Grading Plan for the model homes has been approved and building permits for two model homes were issued the week of July 8. A Model Home Permit was approved by Planning on July 10, 2019, for the sales office and temporary improvements. A second plan check submittal for the final map was received the week of May 13. Second plan check for the off-site improvement plans was received on June 3, 2019. Engineering comments have been returned and Engineering has approved all improvements, excepting those provided for on Felicita, which additional changes are expected.
10. 555 West Grand Mixed-Use Building (Developer: Ed McCoy) 32 condo units in three floors over a parking garage – This 32-unit mixed-use development with 610 SF of office/flex space was submitted as a planned development application on August 27, 2018. The project is seeking a reduction in parking and open space standards. Initial multi-department comments were sent to the applicant on September 26, 2018. The applicant met with Fire, Engineering, Planning and Utilities staff on October 16, 2018 to discuss the staff comments. It is anticipated that water lines will need to be upsized on Quince and Grand. The applicant submitted a parking study on May 13, 2019, to support the proposed reduction in the number of parking spaces. The applicant met with Engineering and Planning staff on May 22, 2019 to discuss the driveway location and Development Agreement terms. Fire has approved the proposed hydrant locations and revised plans are expected soon. Project plans were resubmitted to the City on June 24, 2019, and Development Agreement terms are now being finalized. The project has tentatively been scheduled for a Planning Commission hearing on September 10, 2019.
11. Villa Portofino (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd. – This 15-unit multi-family residential project on a 0.52-acre parcel between S. Escondido Blvd and Cranston Drive was submitted as a Plot Plan application on November 28, 2018. A comment letter was issued on December 20, 2018. Comments included the need to evaluate the building construction type for fire purposes and consider the design standards in the South Centre City Specific Plan. Planning, Fire and Engineering met with the applicant on June 10, 2019, to discuss revisions to the plans intended to address the previous comments. Utilities has requested a sewer study to assess potential impacts to the nearby Lift Station 2.
12. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 510 multi-family units – A proposed Tentative Map, Planned Development, Specific Plan Amendment and EIR to redevelop the 13.8-acre former hospital site. Up to 5,500 square feet of recreation or commercial space could be included. A partial project application was submitted on December 24, 2018. Engineering and Planning comments on the initial project submittal were sent to the applicant on February 12, 2019. A contract for a developer-funded planning consultant to work on this project as an extension of Planning staff was approved by the City Council on February 13, 2019. Planning Engineering and Fire met with the applicant team on February 27, 2019 and again on April 24, 2019 to go through proposed revisions to the site plan and building designs. The applicant revised the plans to increase the unit count from 424 units to 510 units. A Notice of Preparation (NOP) for the Draft EIR was issued on May 3, 2019 and a public scoping

meeting took place on May 20, 2019. The public comment period for the NOP closed on June 3, 2019, and approximately 28 comment letters and written forms from the scoping meeting were received. Resubmittal of the redesign package was filed on June 25, 2019. Design and site plan information was submitted on July 1, 2019 and a screen check EIR was submitted on July 29, 2019. City comments on the design package was transmitted on August 2, 2019. It is anticipated that the draft EIR will be released for public review and comment in mid to late fall.

The development proposal and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/palomarheights.aspx>

13. Henry Ranch (Builder: Joe Martin, Trumark Homes) An approved development of 97 single-family residential homes on 74.35 acres at the eastern terminus of Lincoln Avenue – The Tract 920 development proposal was originally approved in 2007 and an extension of the associated Development Agreement was approved in 2016. Final Map, grading plans and improvement plans were submitted for initial review on February 12, 2019. A demolition permit for the former packinghouse structures was submitted on February 14, 2019 and only needs utility shutoff before work starts. Architectural plans were submitted for Design Review on February 15, 2019, and comments were issued on March 14, 2019. A vegetation removal permit was issued on March 21, 2019. The second submittal of final engineering was received on April 22, 2019. Utilities has identified conflicts with drainage facilities in the second plan check. Fire and Engineering provided comments on the second submittal of final engineering plans on May 22, 2019. Planning comments on the final map, grading plans and landscape plans were sent to the applicant on June 21, 2019. The project applicant is still working on the improvement plans. Fire Department staff met with the applicant on August 2, 2019 to review a plan to privatize hydrant installation and maintenance.
14. Del Prado (Developer: Kerry Garza, Touchstone Communities) – An approved 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road - The Del Prado project was approved by the City Council in May of 2016. The project site is separated into two parcels by an SDGE parcel. Engineering and Planning are reviewing third plan check for final map, grading and improvement plans for Del Prado South. Del Prado North is in second plan check for the same plans. No building plans have been submitted into plan check. Planning has provided comments for the North landscape plans. The applicant is attempting to resolve sewer issues with the Regional Water Quality Control Board because sewer lines are proposed to cross over water lines. Utilities is awaiting resubmittal of a full set of plans and met with the applicant on August 1 to review potential redesign options. Planning approved the South landscape plan.
15. Pine Street Apartments (Developer: Paul Mayer, Pemcor) A five-story, 198-unit apartment complex with structured parking on 2.31 acres – A proposed planned development and Specific Plan Amendment for a new residential development on Third Avenue between Quince Street and Pine Street in the Mercado District of the Downtown Specific Plan. The development proposal was submitted for initial review on August 2, 2019. Plans have been distributed to all departments.

16. Accessory Dwelling Units – Planning staff is currently working on seven (7) applications for accessory dwelling units. Twenty-one (21) accessory dwelling units have been approved so far this year. Twenty-four (24) accessory dwelling units were approved in 2018. Three (3) accessory dwelling units were approved in 2017.

Building Division:

1. The Building Division issued 68 permits (including 26 solar photovoltaic) with a total valuation of \$1,091,854.
2. Our building inspectors responded to 199 inspection requests. 159 customers visited the Building counter during the week.
3. *No change from the previous.* The Latitude 2 apartment project at 650 Center City Pkwy has received Building final approvals and Temporary Certificates of Occupancy for buildings 1-4. Field Engineering have released Building 6 for TCO. The Building Division has granted a Temporary Certificate of Occupancy, with minor restrictions.
4. *No change from the previous.* The new two story church sanctuary building at 1864 N. Broadway is progressing toward final inspection. Finish work continues to proceed and may take several weeks to complete. A Final Inspection will be performed once work is completed and requested by the contractor.
5. *No Change from the previous.* The new 105 room hotel at 200 La Terraza is currently operating on a Temporary Certificate of Occupancy, pending Engineering final approval. Work is on-going to complete Engineering conditions, however, additional time is needed; an additional extension of the temporary Certificate of Occupancy was granted to Aug. 5th, 2019.
6. The new five-story storage building at 852 Metcalf St has completed rough framing and drywall installation is on-going. Rough electrical inspection has been approved. A temporary electrical service meter has been approved and released- this meter is for construction purposes only. The installation of exterior wall panels is on-going. Roof framing is complete and roof sheathing has been approved. *City Building Inspectors have lifted the No Inspection Notice, with conditions of resubmitting for the bio swell design to Engineering.*
7. The new Gateway Grand 126-unit apartment project at 700 W. Grand Ave. has received approval of floor sheathing on the 5th floor patio areas and loft and 3rd floor drywall approval of plumbing walls of Building B. Building C, 2nd floor sheathing is complete; Framing in all other buildings continues to progress. Building B, 2nd floor exterior framing has been approved. Clubhouse and Elevator lobby roof sheathing have been approved. Building B, 2nd floor exterior shear has been approved. 3rd floor exterior shear inspection is scheduled for today, Aug. 5th. *Prelim tub framing at Building B complete.*
8. *No change from the previous.* The new apartments at 917 W Lincoln Ave, consisting of 3 buildings and 9 total units, has received partial approval of drywall. Drywall installation is complete. Finish work is on-going and will take several weeks to complete. Staff will continue to monitor progress.
9. *No change from the previous.* The new 2 story 20,000 sf office building for Superior Ready Mix on 1564 W Mission has received underground plumbing and foundation inspection

approvals. Remaining Tilt up panels have been lifted into place. Roof framing construction is underway and once complete, staff will perform required inspections. Foundation inspection is scheduled for today, Aug. 5th. *Roof sheathing, second floor pan deck approved.*

10. Models by KB Homes, located at the Oak Creek development on Daisy Field Glen are currently under construction. Construction is on an accelerated schedule as both models have received framing inspection approval. No progress had been previously reported, since the “foundation only” permits had been completed. Once Fire Department approved lumber drops on the site, construction has progressed rapidly. Since the previous report, drywall installation has been installed and approved.

ENGINEERING DEPARTMENT

Capital Improvements:

1. 2018 Street Rehabilitation and Maintenance Project – This year’s program will focus on residential areas south of Felicita and east of I-15 with major work on Citracado Parkway, Escondido Boulevard, Del Lago Boulevard, Centre City Parkway, Felicita Road, and Bear Valley Parkway. The striping subcontractor is continuing to applying thermoplastic and paint legends and strips and RPM’s throughout the project limits. For more information on the City’s Street Maintenance Program including a comprehensive list of streets to be treated follow the link:

<https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx>
2. Transit Center Pedestrian Bridge Project – The contractor is continuing to shrub along the channel between Valley Parkway and West Grand this week in preparation for grading the area. Ninety-five (89) working days remain on the contract.
3. Storm Drain Pipe Lining and Rehabilitation Project Phase 1 – *No changes from that reported last week:* The project consists of 14 work zones and 3 Bid Alternate locations for the videoing, grouting, repairing, and lining of existing corrugated metal pipes (CMP) within the City’s inventory. The contractor has 2 segments remaining for cleaning and video inspection. Thirty-seven (30) days remain on the contract.
4. El Norte Parkway Improvements – *No changes from that reported last week:* The project includes widening of El Norte Parkway at the flood control channel by the installation of a new bridge, construction of new median islands from Valley Parkway to Washington Avenue, landscaping and drip irrigation system, a bike/pedestrian signal at the flood control channel, along with roadway resurfacing. The boring investigative has been revised. The contractor has proposed an alternate construction method that meets the boring investigation/preliminary soils investigation requirements. Notice to Proceed is set for Tuesday, September 3. Submittals are continuing to be processed by staff.
1. 2018/2019 Pavement Maintenance Program: Bid opening was on August 8, all 5 bidders came in at least 10% over the Engineers estimate. Staff will recommend that the project be revised and re-advertised for bid.

Private Development

1. Tract 932 - Canyon Grove Shea Homes Community – *No changes from that reported last week*: The contractor is installing the grass sod within the basin. The field will be open for the Labor Day weekend.
2. Latitude II Condominiums: Washington Avenue @ Centre City Parkway – *No changes from that reported last week*: The project will be working on punch list items over the next reporting period.
3. Tract 934 – Is a 5 lot subdivision located at 1207 Gamble Street. The water line construction is continuing this week. The subgrade is being prepared for the curb and gutter along Gamble Street.
4. Veterans Village – *No changes from that reported last week*. It was determined after reporting on the project status last week that the Storm Water Certification has not been received. The bonds and securities will be placed on hold until this documentation is received.
5. KB Homes Oak Creek Project - The grading operation is nearing completion. The offsite improvement plans for Hamilton Lane and Miler Avenue have been signed and the Encroachment Permit is being reviewed.
6. ATT Facility Tank Relocation – The draining of the existing tank in Parking #4 to the new tank located in 2nd Avenue has completed. The old tank will now be prepared for removal from the ground.
7. North American Self Storage – The project is located at 852 Metcalf Street. The construction of the new water main is continuing this week during day time operations.
8. California Bank & Trust – The roadway paving was completed last Friday. The next phase will include the installation of the new sidewalk. The work will provide a dedicated left turn lane from westbound Valley Parkway to southbound Quince Street.
9. Pradera by Lennar- The construction of 779' of 12" water main along Conway Drive between Lehner Drive and Rincon Avenue has begun. The contractor is potholing utility for potential conflicts. Once construction begins portions of Conway Drive will be closed during the hours of 8:30 a.m. and 3:30 p.m. This is the final item of construction for the 70 lot subdivision.

GRANT APPLICATIONS

None this week.

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