

MARCH 23, 2016
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	**Sam Abed**
DEPUTY MAYOR	**Michael Morasco**
COUNCIL MEMBERS	**Olga Diaz** **Ed Gallo** **John Masson**
CITY MANAGER	**Graham Mitchell**
CITY CLERK	**Diane Halverson**
CITY ATTORNEY	**Jeffrey Epp**
DIRECTOR OF COMMUNITY DEVELOPMENT	**Jay Petrek**
DIRECTOR OF PUBLIC WORKS	**Ed Domingue**

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

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

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

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



March 23, 2016
3:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

a. **Agency Negotiator:** Sheryl Bennett & Graham Mitchell
Employee Organization: Non-Sworn Police Bargaining Unit

b. **Agency Negotiator:** Sheryl Bennett & Graham Mitchell
Employee Organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit

c. **Agency Negotiator:** Sheryl Bennett & Graham Mitchell
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit

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

Case Name: Southwest Key Programs, Inc. v. City of Escondido
Case No: 15-CV-1115-H (BLM)

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

a. **Property:** 272 East Via Rancho Parkway
City Negotiator: Graham Mitchell, City Manager
Negotiating Parties: Westfield Shopping Town, Inc.
Under Negotiation: Price and Terms of Agreement

b. **Property:** Municipal Parking Lot #1
City Negotiator: Graham Mitchell, City Manager
Negotiating Parties: Touchstone Communities
Under Negotiation: Price and Terms of Agreement

c. **Property:** 1161 North Centre City Parkway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Escondido Community Garden
Escondido Senior Community Garden
Under Negotiation: Price and Terms of Agreement

IV. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

a. One Case: Claim No. 4746

ADJOURNMENT



March 23, 2016
4:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

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

FLAG SALUTE

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

PROCLAMATIONS: Posthumous Certificate of Recognition for Vincent Grumel

PRESENTATIONS: California Center for the Arts, Escondido – Spring Gala

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: A) Regular Meeting of February 3, 2016 B) Regular Meeting of February 10, 2016 C) Special Meeting of February 24, 2016 D) Special Meeting of March 2, 2016**

4. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2015 -**
Request City Council receive and file the Quarterly Investment Report.

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

5. **FISCAL YEAR 2015 URBAN AREA SECURITY INITIATIVE GRANT - SITE ASSESSMENT AND BUDGET ADJUSTMENT -**
Request City Council approve accepting FY 2015 Urban Area Security Initiative (UASI) Grant funds in the amount of $5,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

6. **FINAL MAP, ESCONDIDO TRACT SUB 13-0010, LOCATED AT 839 STANLEY AVENUE AND 926 LEHNER AVENUE -**
Request City Council approve the Final Map for Tract SUB 13-0010, a 16-lot residential subdivision located at 839 Stanley Avenue and 926 Lehner Avenue.

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

7. **UNCLASSIFIED SERVICE SCHEDULE AND SALARY PLANS -**
Request City Council approve amending and re-establishing the following salaries and positions: the Salary Bands of the Unclassified Management Group, Salary Plans for positions in the Unclassified Clerical/Technical/Group, the Unclassified Service Schedule list, and the Part-Time Hourly Compensation Plan.

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

A) RESOLUTION NO. 2016-15 B) RESOLUTION NO. 2016-16

C) RESOLUTION NO. 2016-17 D) RESOLUTION NO. 2016-24

8. **MEMORANDUM OF UNDERSTANDING FOR THE PROPERTY PROGRAM AND THE EXCESS LIABILITY PROGRAM PROVIDED BY THE CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY -**
Request City Council approve acknowledging and authorizing the City Manager to execute the Memorandum of Understanding with the CSAC-EIA for the Property Program effective March 31, 2016; and the Memorandum of Understanding for the Excess Liability Program effective July 1, 2016.

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

RESOLUTION NO. 2016-35

9. **RENEW AUTHORIZATION TO INVEST MONIES IN THE LOCAL AGENCY INVESTMENT FUND -**

Request City Council approve renewal authorization to invest monies not required for immediate cash flow needs in the Local Agency Investment Fund (LAIF) which is administered by the State Treasury in accordance with Section 16429.1 of California Government Code.

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

RESOLUTION NO. 2016-49

10. **LEASE AGREEMENT WITH CARE CENTER CREMATION & BURIAL AT 240 SOUTH BROADWAY -**

Request City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Care Center Cremations & Burial for property located at 240 South Broadway.

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

RESOLUTION NO. 2016-40

11. **LEASE AGREEMENT WITH MIKE'S BBQ, INC. AT 3333 BEAR VALLEY PARKWAY, ADULT SOFTBALL FIELDS CONCESSION STAND IN KIT CARSON PARK -**

Request City Council approve authorizing the Real Property manager and the City Clerk to execute a Lease Agreement with Mike's BBQ, Inc. for property located at 3333 Bear Valley Parkway, Adult Softball Fields concession stand.

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

RESOLUTION NO. 2016-41

12. **LEASE AGREEMENT WITH NC GARCIA, INC. AT 3315 BEAR VALLEY PARKWAY, SPORTS CENTER CONCESSION STAND IN KIT CARSON PARK -**

Request City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with NC Garcia, Inc. for property located at 3315 Bear Valley Parkway, Sports Center concession stand.

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

RESOLUTION NO. 2016-42

13. **THIRD AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO BOYS' AND GIRLS' CLUB AT 115 WEST WOODWARD AVENUE -**

Request City Council approve authorizing the Real Property Manager and the City Clerk to execute a Third Amendment to the Lease Agreement with Escondido Boys' and Girls' Club at 115 West Woodward Avenue.

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

RESOLUTION NO. 2016-43

14. **2015 ANNUAL HOUSING ELEMENT REPORT (PHG 16-0001) -**

Request City Council review the 2015 Annual Housing Report documenting the City's progress and compliance with State housing law on implementing the 2013-2020 Housing Element of the General Plan, and authorize submittal of the report to the State Office of Planning and Research, the State Department of Housing and Community Development, and SANDAG.

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

15. **ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR AMBER LANE SINGLE-FAMILY RESIDENTIAL LOT DEVELOPMENT (ENV 15-0003) -**

Request City Council approve the adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program prepared for the Amber Lane Residential Development.

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

RESOLUTION NO. 2016-31

16. **CONSULTING AGREEMENT FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE CITYWIDE SPHERE OF INFLUENCE UPDATE AND THE SAFARI HIGHLANDS RANCH PROJECT AND RELATED BUDGET ADJUSTMENT (ENV 15-0009 & SUB 15-0019) -**

Request City Council approve a consulting agreement and scope of services with Michael Baker International to prepare an Environmental Impact Report (EIR) for the proposed Citywide Sphere of Influence Update and the Safari Highlands Ranch project for a not-to-exceed price of $296,475 and to direct staff to make related budget adjustments.

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

RESOLUTION NO. 2016-34

17. **CITY RECORDS RETENTION SCHEDULE -**

Request City Council approve the revised and updated Records Retention Schedule for the City of Escondido.

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

RESOLUTION NO. 2016-32

18. **FIRST AMENDMENT TO CONSULTING AGREEMENT FOR THE DESIGN OF A MEMBRANE FILTRATION/REVERSE OSMOSIS FACILITY FOR TREATMENT OF RECYCLED WATER FOR AGRICULTURAL IRRIGATION -**

Request City Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Black & Veatch Corporation in the amount of $426,645. The Amendment is for additional engineering services to prepare construction drawings and specifications for a membrane filtration and reverse osmosis facility with a capacity of 2 million gallons per day.

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

RESOLUTION NO. 2016-47

19. **LEASE AGREEMENT WITH EL CABALLO PARK CONSERVANCY ON LAND ADJACENT TO EAST VALLEY PARKWAY -**

Request City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with El Caballo Park Conservancy for land located adjacent to East Valley Parkway (Portions of APNs: 225-141-27, -34, & -40).

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

RESOLUTION NO. 2016-44

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

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

PUBLIC HEARINGS

20. **CONDUCT A PUBLIC HEARING TO CONSIDER A RESOLUTION OF NECESSITY FOR EMINENT DOMAIN FOR THE CITRACADO PARKWAY EXTENSION PROJECT - ASSESSOR PARCEL NUMBER 235-040-15 (PACIFIC HARMONY GROVE DEVELOPMENT, LLC, ET. AL.) -**
Request City Council approve authorizing the eminent domain proceeding and directing the City Attorney to commence an action in the Superior Court for the purpose of acquiring said real property. ***Continued from February 10, 2016***

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

RESOLUTION NO. 2016-25R

CURRENT BUSINESS

21. **ANNUAL APPOINTMENTS TO BOARDS AND COMMISSIONS -**
Request City Council ratify the Mayor's appointments to serve on the City's Boards and Commissions; terms to expire March 31, 2020 except as noted.

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

22. **DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE ORDINANCE -**
Request City Council approve amending Article 5, Chapter 10 of the Escondido Municipal Code to provide disabled veteran businesses a one percent credit on bids for purchases of supplies and equipment.

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

ORDINANCE NO. 2016-03 (Introduction and First Reading)

23. **LIBRARY EXPANSION UPDATE: SURVEY RESULTS -**
Request City Council consider the Library expansion survey results and provide direction whether to place a bond measure on the November 2016 ballot or develop an alternative financing public/private partnership plan.

Staff Recommendation: **Provide Direction (Community Services Department: Loretta McKinney)**

FUTURE AGENDA

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

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

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	**Day**	**Time**	**Meeting Type**	**Location**
March 30	-	-	No Meeting	-
April 6	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
April 13	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
April 20	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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

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

The City Council is scheduled to meet the first four Wednesdays of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)
Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers Financing Authority and the Mobilehome Rent Review Board.

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



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

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

CITY OF ESCONDIDO

February 3, 2016
3:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, February 3, 2016 in the Council Chambers at City Hall with Mayor Abed presiding.

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

a.
Property: 240 South Broadway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Care Center Cremations
Escondido Education COMPACT
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:16 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO

February 3, 2016
4:30 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, February 3, 2016 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:
Sharon Allison led the Moment of Reflection.

FLAG SALUTE
Mayor Abed led the Flag Salute.

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

Also present were: Graham Mitchell, City Manager; Jeffrey Epp, City Attorney; Jay Petrek, Community Development Director; Ed Domingue, Director of Public Works; Diane Halverson, City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Wally Gutierrez, Escondido, thanked the City for help in upgrading the Little League ballpark concession stand and invited residents to attend the Open House on February 17, 2016.

Tom Cowan, Escondido, spoke about homeless veterans in North County.

CONSENT CALENDAR

Deputy Mayor Morasco removed items 5 and 10 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve the following Consent Calendar items with the exception of items 5 and 10. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of January 13, 2016**

4. **SENIOR NUTRITION BUDGET ADJUSTMENT -**
Request Council approve a budget adjustment of $6,743, resulting from one-time-only funds provided by the County of San Diego for the Senior Nutrition Program and authorize the City Manager and Director of Administrative Services to make the necessary budget adjustments to the Senior Nutrition budget. (File No. 0430-80)

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

5. **CONSULTING AGREEMENT FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT AND RELATED BUDGET ADJUSTMENT (ENV 15-0001, SUB 15-0002) -**
Request Council approve a consulting agreement and scope of services with Harris & Associates to prepare an Environmental Impact Report (EIR) for a proposed residential project containing 55 single-family residential lots, seven open space lots, two private street lots, and one recreation lot, on a 40.62-acre property near the intersection of Bear Valley Parkway and Encino Drive, addressed as 661 Bear Valley Parkway, and approve a Budget Adjustment totaling $139,060 to finance the EIR preparation and costs for staff review. (File No. 0600-10 [A-3183])

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

RESOLUTION NO. 2016-18

Deputy Mayor Morasco questioned if the developer will be able to utilize information provided by the Consultant.

Bill Martin, Deputy Director of Planning, stated that the applicant will be able to work with the Consultant prior to the release of the Environmental Impact Report.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Diaz to approve a consulting agreement and scope of services with Harris & Associates to prepare an Environmental Impact Report (EIR) for a proposed residential project containing 55 single-family residential lots, seven open space lots, two private street lots, and one recreation lot, on a 40.62-acre property near the intersection of Bear Valley Parkway and Encino Drive, addressed as 661 Bear Valley Parkway, and approve a Budget Adjustment totaling $139,060 to finance the EIR preparation and costs for staff review and adopt Resolution No. 2016-18. Motion carried unanimously.

6. **BUDGET ADJUSTMENT FOR PROFESSIONAL SERVICES FEES ASSOCIATED WITH STUDYING AND PLANNING EFFORTS FOR POST-REDEVELOPMENT FINANCING TOOL -**
Request Council approve the budget adjustment that recommends using the proceeds from the recent sale of City surplus General Fund property at 418 East Second Avenue to increase the City Manager's Office professional services budget by $118,900 to study a post-redevelopment financing tool. (File No. 0430-80)

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

7. **SECOND AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO FEDERAL CREDIT UNION AT 201 NORTH BROADWAY AND EAST VALLEY COMMUNITY CENTER -**
Request Council approve authorizing the Real Property Manager and the City Clerk to execute a Second Amendment to the Lease Agreement with the Escondido Federal Credit Union for office and bank space within City Hall, at 201 North Broadway and an ATM kiosk located within the parking lot of the East Valley Community Center. (File No. 0600-10 [A-3007])

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

RESOLUTION NO. 2016-19

8. **LEASE AGREEMENT WITH JOHN AND ANN O'FLYNN, DBA LAKE WOHLFORD RESORT AT THE SIX-ACRE PORTION OF APN 190-110-17, LAKE WOHLFORD ROAD, COUNTY OF SAN DIEGO**
Request Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Lake Wohlford Resort for the six-acre portion of APN 190-110-17, located on Lake Wohlford Road in the County of San Diego. (File No. 0600-10 [A-3184])

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

RESOLUTION NO. 2016-20

9. **HOUSING-RELATED PARKS PROGRAM GRANT APPLICATION -**
Request Council approve authorizing the Public Works Director/City Engineer or his designee to submit an application to the California Department of Housing and Community Development (HCD) for a Housing-Related Parks (HRP) Program Grant, and authorize the Public Works Director/City Engineer or his designee to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant. (File No. 0480-70)

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

RESOLUTION NO. 2016-14

10. **AMENDMENT TO ESCONDIDO MUNICIPAL CODE SECTION 20-2 -**
Request Council approve an amendment to the Escondido Municipal Code permitting no more than three (3) members of the Planning Commission to reside outside the city limits so long as the residence is within the geographic area covered by the City's General Plan. (File No. 0680-50)

Staff Recommendation: **Approval (Deputy Mayor Morasco/Councilmember Masson)**

ORDINANCE NO. 2016-02 (Introduction and First Reading)

Deputy Mayor Morasco expressed his support of the Ordinance.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve an amendment to the Escondido Municipal Code permitting no more than three (3) members of the Planning Commission to reside outside the city limits so long as the residence is within the geographic area covered by the City's General Plan and introduce Ordinance No. 2016-02. Ayes: Gallo, Masson, Morasco and Abed. Noes: Diaz. Absent: None. Motion carried.

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

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

11. **ORDINANCE NO. 2016-01 AMENDING CHAPTER 33 AND DELETING CHAPTER 16F OF THE ESCONDIDO MUNICIPAL CODE PERTAINING TO COMMERCIAL MEDICAL CANNABIS (MARIJUANA) LAND USES AND BUSINESSES (AZ 15-0004) -**
Approved on January 13, 2016 with a vote of 5/0 (File No. 0680-10)

ORDINANCE NO. 2016-01 (Second Reading and Adoption)

PUBLIC HEARINGS

12. SHORT-FORM RENT INCREASE APPLICATION FOR IMPERIAL ESCONDIDO MOBILE ESTATES -

Request Council consider for approval the short-form rent increase application submitted by Imperial Escondido Mobile Estates and approve granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.430% (an average of $12.70) for the period of June 30, 2013 to June 30, 2015. (File No. 0697-20-10055)

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

RRB RESOLUTION NO. 2016-01

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

Jana Wiemann, Park Representative, stated that the park owner is obtaining bids to repair a section of chain link fence that concerns residents.

Jim Ralston, Residents Representative, was available to answer questions.

Delores McQuiston, Escondido, commented on sections of the staff report.

MOTION: Moved by Councilmember Gallo and seconded by Deputy Mayor Morasco to approve the short-form rent increase application submitted by Imperial Escondido Mobile Estates and approve granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.430% (an average of $12.70) for the period of June 30, 2013 to June 30, 2015 and adopt RRB Resolution No. 2016-01. Motion carried unanimously.

CURRENT BUSINESS

13. BUILDING DIVISION BUILDING INSPECTOR UPDATE -

Request Council provide direction to staff regarding reinstating a previously vacated fourth building inspector position. (File No. 0110-20)

Staff Recommendation: **Provide Direction (Community Development Department: Jay Petrek)**

Jay Petrek, Director of Community Development, and Tim Draper, Building Department, presented the staff report, utilizing a PowerPoint presentation.

Council provided direction to research feasibility of increasing Building Inspection Fees to remain competitive with surrounding cities in support of hiring adequate staff to meet the needs of Building Division Inspection services.

FUTURE AGENDA

14. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Masson attended the League of California Cities Committee meeting, major points were transportation and housing; vacation rental issues, overconcentration of group homes and homelessness.

Deputy Mayor Morasco reported on the Annual City Awards Committee Meeting, there will be 7 recipients awarded at the State of the City on February 24, 2016.

Councilmember Diaz reported on the Regional Joint Powers Authority meeting; there will be a ribbon cutting ceremony at the Sikes Adobe on February 8, 2016.

Councilmember Gallo reported on the San Diego County Water Authority's progress in San Diego.

Mayor Abed reported that SANDAG is working on 1.2 billion dollar trolley line; Mayor Abed and Councilmember Masson will be attending a retreat on March 9, 10, and 11; the State of the City meeting will be on February 24.

CITY MANAGER'S UPDATE/BRIEFING

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

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:39 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO

February 10, 2016
3:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, February 10, 2016 in the Council Chambers at City Hall with Mayor Abed presiding.

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to recess to Closed Session. Ayes: Gallo, Masson, Morasco and Abed. Noes: None. Absent: Diaz. Motion carried.

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

a.
Property: 3333 Bear Valley Parkway (Kit Carson Park/Adult Softball Concession Stand)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Mike's BBQ, Inc.
Under Negotiation: Price and Terms of Agreement

b.
Property: 3333 Bear Valley Parkway (Kit Carson Park/Sports Center Concession Stand)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: NC Garcia, Inc.
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 3:50 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO

February 10, 2016
4:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, February 10, 2016 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:
Chris Montgomery led the Moment of Reflection.

FLAG SALUTE
Mayor Abed led the Flag Salute.

PRESENTATIONS:
Signing Ceremony with Rincon Band of Luiseno Indians
SANDAG Projects and Programs

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

Also present were: Graham Mitchell, City Manager; Jeffrey Epp, City Attorney; Jay Petrek, Community Development Director; Ed Domingue, Director of Public Works; Diane Halverson, City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Jim Kilby, Escondido, presented a video regarding puppy mills.

Leslie Davies, Oceanside, requested Council consider an Ordinance to ban retail puppy sales from puppy mills.

Andrea Cunningham, Escondido, shared information regarding reputable dog breeding standards.

Laurie Michaels, Encinitas, requested the City ban the sale of dogs from puppy mills.

Elly Garner, Palomar Health Representative, provided information regarding the Downtown Palomar Hospital emergency room closure on March 14, 2016.

Gary Rotto, Borrego Health Representative, provided information regarding the Escondido facility and the urgent care services it will provide.

CONSENT CALENDAR

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Masson to approve the following Consent Calendar items. Ayes: Gallo, Masson, Morasco and Abed. Noes: None. Absent: Diaz. Motion carried.

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

4. **ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR THE SPRUCE STREET DRAINAGE IMPROVEMENT PROJECT (ENV 15-0010) -**
Request City Council approve the adoption of a Mitigated Negative Declaration prepared for the Spruce Street Drainage Improvement Project. (File No. 0820-20)

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

RESOLUTION NO. 2016-07

5. **BID AWARD AND BUDGET ADJUSTMENTS FOR THE GRAPE DAY PLAYGROUND IMPROVEMENT PROJECT -**
Request City Council approve authorizing the bid award to GEM Industrial Electric, Inc., which was determined to be the lowest responsive and responsible bidder; authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of $341,870; and approve a Budget Adjustment for the Grape Day Playground Improvement Project. (File No. 0600-10 [A-3179])

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

RESOLUTION NO. 2016-21

6. **NORTH REGIONAL ZONE MASTER AUTOMATIC AID AGREEMENT FOR FIRE-RESCUE RESPONSE AND SUPPORT ACTIVITIES -**
Request City Council approve authorizing the Mayor and City Clerk to execute the updated Automatic Aid Agreement between the City of Escondido and other North Regional Zone fire departments. (File No. 0600-10 [MISC])

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

RESOLUTION NO. 2016-26

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

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

7. **AMENDMENT TO ESCONDIDO MUNICIPAL CODE SECTION 20-2 -**
Approved on February 3, 2016 with a vote of 4/1 (Diaz voting no) (File No. 0680-50)

ORDINANCE NO. 2016-02 (Second Reading and Adoption)

PUBLIC HEARINGS

8. CONDUCT A PUBLIC HEARING TO CONSIDER AN AMENDED RESOLUTION OF NECESSITY FOR EMINENT DOMAIN FOR THE CITRACADO PARKWAY EXTENSION PROJECT - ASSESSOR PARCEL NUMBER 235-040-15 (PACIFIC HARMONY GROVE DEVELOPMENT, LLC, ET. AL.) - Request City Council approve the adoption of Resolution No. 2016-25, which will replace the previously adopted Resolution of Necessity, Resolution No. 2015-165, authorizing the eminent domain proceeding and directing the City Attorney to commence an action in the Superior Court for the purpose of acquiring said real property. (File No. 0690-50)

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

RESOLUTION NO. 2016-25

Jeffrey Epp, City Attorney, recommended continuing item to March 23, 2016.

MOTION: Moved by Councilmember Gallo and seconded by Mayor Abed to continue item to March 23, 2016. Ayes: Gallo, Morasco and Abed. Absent: Diaz. Abstained: Masson. Motion carried.

CURRENT BUSINESS

9. FINANCIAL REPORT FOR QUARTER ENDED DECEMBER 31, 2015 AND BUDGET ADJUSTMENTS - Request City Council receive and file the second quarter financial report and approve the following budget adjustments to amend the Fiscal Year 2015/16 operating budget: approve an increase to the Maintenance/Streets Department budget in the amount of $31,325 to cover repair costs to City property from vehicle and other accidents; approve the use of $100,000 in State mandated cost claim reimbursements to fund the Facade and Property Improvement Program; approve an increase to the City Parks Capital Improvement budget of $30,000; approve an increase to the Library Department budget in the amount of $28,615; and approve an increase to the Planning Department budget in the amount of $53,285 to cover professional services costs for an environmental impact report for the Centerpointe 78 project. (File No. 0430-30)

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

Sheryl Bennett, Director of Administrative Services, Joan Ryan, Assistant Director of Finance, Michelle LeFever, Finance, and Scott Peterson, Finance, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to receive and file the second quarter financial report and approve the following budget adjustments to amend the Fiscal Year 2015/16 operating budget: approve an increase to the Maintenance/Streets Department budget in the amount of $31,325 to cover repair costs to City property from vehicle and other accidents; approve the use of $100,000 in State mandated cost claim reimbursements to fund the Facade and Property Improvement Program; approve an increase to the City Parks Capital Improvement budget of $30,000; approve an increase to the Library Department budget in the amount of $28,615; and approve an increase to the Planning Department budget in the amount of $53,285 to cover professional services costs for an environmental impact report for the Centerpointe 78 project. Ayes: Gallo, Masson, Morasco and Abed. Noes: None. Absent: Diaz. Motion carried.

10. SOUTHWEST SEWER REALIGNMENT PROJECT: BID AWARD FOR CONSTRUCTION, AWARD OF CONSULTING AGREEMENT FOR CONSTRUCTION MANAGEMENT, AND BUDGET ADJUSTMENT -

Request City Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with CCL Contracting, Inc., the lowest responsive and responsible bidder, in the amount of $8,511,050 for construction of the Southwest Sewer Realignment Project; authorize the Mayor and City Clerk to execute a Consulting Agreement with NV5 in the amount of $386,040 for construction management services; and approve a budget adjustment in the amount of $3,890,000. (File No. 0600-10 [A-3178] [A-3186])

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

A) RESOLUTION NO. 2016-22 B) RESOLUTION NO. 2016-23

Angela Morrow, Deputy Director of Utilities Construction and Engineering, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with CCL Contracting, Inc., the lowest responsive and responsible bidder, in the amount of $8,511,050 for construction of the Southwest Sewer Realignment Project; authorize the Mayor and City Clerk to execute a Consulting Agreement with NV5 in the amount of $386,040 for construction management services; and approve a budget adjustment in the amount of $3,890,000 and adopt Resolution No. 2016-22 and Resolution No. 2016-23. Ayes: Gallo, Masson, Morasco and Abed. Noes: None. Absent: Diaz. Motion carried.

FUTURE AGENDA

11. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo reported on North County Transit District's information regarding transportation budget cuts.

CITY MANAGER'S UPDATE/BRIEFING

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

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:53 p.m.

_____ _____

MAYOR CITY CLERK

_____

MINUTES CLERK

CITY OF ESCONDIDO
SPECIAL MEETING OF THE CITY COUNCIL
8:00 A.M. WEDNESDAY, FEBRUARY 24, 2016
CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO
STATE OF THE CITY
MINUTES

CALL TO ORDER

The Special Meeting of the City Council of the City of Escondido, California, was called to order at 8:00 a.m. on Wednesday, February 24, 2016 at the California Center for the Arts, Escondido with Mayor Abed presiding.

WELCOME
Graham Mitchell, City Manager, welcomed everyone to the annual State of the City address and introduced the Master of Ceremonies, Mike Slater.

MASTER OF CEREMONIES
Mike Slater introduced Mayor Abed, Deputy Mayor Michael Morasco, and Councilmembers Olga Diaz, Ed Gallo, and John Masson.

FLAG SALUTE
The Orange Glen High School ROTC led the Flag Salute.

CHAMBER OF COMMERCE REMARKS
Alicia Reeves, Board of Directors, reported on the Chamber of Commerce sponsored activities that were held in the City.

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

CITY COUNCIL AWARDS

Escondido City Council Awards were presented by Mayor Abed and members of the Council to the following:

Recipient	Category
David Zumaya	*Business*
Vaughn North	*Community Service*
Cameron Curry	*Education*
Zoe Sanchez Richardson	*Literacy*
Dan Nayor	*Public Service*
Escondido National Little League	*Youth*
Dr. Leslie Bonar	*Veteran Support*
Danny Sherlock	*Mayor's Leadership Award*

MAYOR'S STATE OF THE CITY ADDRESS

Mayor Abed noted the many achievements made in the past year in the areas of Economic Development, Financial Stability, Public Safety and Neighborhood Improvement. The City also continues to update infrastructure and maintain its values of fiscal responsibility and efficient government.

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 9:05 a.m.

_____ _____

MAYOR CITY CLERK

_____

MINUTES CLERK

CITY OF ESCONDIDO
MARCH 2, 2016
3:30 p.m. Meeting Minutes

Mitchell Room

Special Meeting of the
Escondido City Council, Building Advisory and Appeals Board, Library Board of Trustees, Personnel Board of Review and Transportation and Community Safety Commission

CALL TO ORDER

ATTENDANCE

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

Also present were: Graham Mitchell, City Manager; Jeffrey Epp, City Attorney; Diane Halverson, City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Kirk Wheeler, Escondido, requested information on how to bring a full size baseball field to Jesmond Dene Park.

PUBLIC HEARINGS

1. **CONDUCT A TEFRA HEARING AND ADOPT A RESOLUTION APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, REHABILITATION, FURNISHING AND/OR EQUIPPING OF CHARTER SCHOOL FACILITIES FOR THE BENEFIT OF AMERICAN HERITAGE EDUCATION FOUNDATION, ESCONDIDO CHARTER HIGH SCHOOL DISTRICT, HERITAGE K-8 CHARTER SCHOOL AND AMERICAN HERITAGE CHARTER SCHOOLS –**
   Request City Council hold a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act (TEFRA) to approve the issuance of revenue bonds by the California Municipal Finance Authority for the purpose of financing or refinancing the acquisition, construction and improvement of charter school facilities for the American Heritage Education Foundation, Escondido Charter High School District, Heritage K-8 Charter School, and American Heritage Charter Schools (the "Schools"), which are located in the City of Escondido. The bonds will not exceed $40,000,000 of which approximately $23.5 million will be attributable to refinancing bonds issued in 2006 (the "Project"). (File No. 0440-45)

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

   RESOLUTION NO. 2016-36

Ken Hugins, City Treasurer, presented the staff report.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve the issuance of revenue bonds by the California Municipal Finance Authority for the purpose of financing or refinancing the acquisition, construction and improvement of charter school facilities for the American Heritage Education Foundation, Escondido Charter High School District, Heritage K-8 Charter School, and American Heritage Charter Schools (the "Schools"), which are located in the City of Escondido. The bonds will not exceed $40,000,000 of which approximately $23.5 million will be attributable to refinancing bonds issued in 2006 (the "Project") and adopt Resolution No. 2016-36. Motion carried unanimously.

JOINT CITY COUNCIL AND BOARD/COMMISSION INTERVIEWS

3:30 – 4:00 p.m. **Library Board of Trustees**

Oral Communications

Brief description of the Library Board of Trustees **(Loretta McKinney)**

Discussion among Council, current Board/Commission members and applicants regarding expectations and responsibilities and duties associated with membership on the Library Board of Trustees, and the role of the Library Board of Trustees in City Government.

Adjournment

4:00 – 4:15 p.m. **Personnel Board of Review**

Oral Communications

Brief description of the Personnel Board of Review **(Matilda Hlawek)**

Discussion among Council, current Board/Commission members and applicants regarding expectations and responsibilities and duties associated with membership on the Personnel Board of Review, and the role of the Personnel Board of Review in City Government.

Adjournment

4:15 – 4:45 p.m. **Transportation and Community Safety Commission**

Oral Communications

Brief description of the Transportation & Community Safety Commission **(Ali Shahzad)**

Discussion among Council, current Board/Commission members and applicants regarding expectations and responsibilities and duties associated with membership on the Transportation & Community Safety Commission and the role of the Transportation & Community Safety Commission in City Government.

Adjournment

4:45 – 5:00 p.m. **Building Advisory and Appeals Board**

Oral Communications

Brief description of the Building Advisory & Appeals Board **(Tim Draper)**

Discussion among Council, current Board/Commission members and applicants regarding expectations and responsibilities and duties associated with membership on the Building Advisory & Appeals Board, and the role of the Building Advisory & Appeals Board in City Government.

Adjournment

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:00 p.m.

_____ _____

MAYOR CITY CLERK

_____

MINUTES CLERK

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 4
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Kenneth C. Hugins, City Treasurer

SUBJECT: Treasurer's Investment Report for the Quarter Ended December 31, 2015

RECOMMENDATION:

It is requested that the City Council receive and file the Quarterly Investment Report

PREVIOUS ACTION:

The Investment Report for the quarter ended September 30, 2015, was filed with the City Clerk's Office on November 13, 2015, and presented to the City Council on December 9, 2015.

BACKGROUND:

From October 1, 2015, to December 31, 2015, the City's investment portfolio decreased from $110.0 million to $97.2 million. The adjusted average annual yield increased from 1.17 % to 1.20%. An excess of cash payment outflows over cash receipt inflows for the quarter resulted in a decrease of $12.8 million in the book value of the investment portfolio. Major components of the net $12.8 million decrease are:

	IN MILLIONS
Sales Tax Allocations	$ 6.6
County Property Tax Allocation	6.6
State Highway Users Tax	.8
Franchise Fee and Other Receipts	1.3
CALPERS Contributions	(5.6)
County Water Authority Payments	(3.4)
Employee Health and Welfare Payments	(2.2)
Funding for Water and Wastewater Capital Projects	(6.6)
Funding for Escondido Housing Projects	(1.2)
Extra Payroll in October	(2.7)
Investment Transfer in Transit	(2.4)
Change in Operational Account Balance	(4.0)
Net Decrease to Investment Portfolio	$(12.8)

Details of the City's investment portfolio are included in the attached reports that are listed below:

- Summary of Investment Allocation Graph as of December 31, 2015
- Summary of Investment Portfolio Yield for the last 12 months
- Summary and Detailed Reports of Investment Portfolio – October 2015 through December 2015
- Schedule of Investments Matured and Sold – October 2015 through December 2015
- Schedule of Funds Managed by Outside Parties as of December 31, 2015

There are adequate funds to meet the next six month's expected expenditures. The Bank of New York Mellon Trust's monthly statement is the source for the market valuation. At December 31, the current portfolio investment balance exceeded the City's $22.7 million current investment policy requirement by $17.8 million. As of December 31, 2015, the City is in compliance with all requirements of the City Investment Policy.

Investment transactions are executed in compliance with the City of Escondido's Investment Policy. Investment purchases have been made in accordance with the City's prioritized Investment Policy objectives of safety of principal, sufficiency of liquidity and maximization of yield. The City's investment portfolio has therefore historically been comprised of United States Treasury Notes, obligations issued by United States Government Agencies, FDIC Insured Certificates of Deposit, Money Market accounts and investments in the Local Agency Investment fund (LAIF) established by the State Treasurer. Over the past 5 years, a decline in the City's average annual investment portfolio yield has been realized, decreasing from 2.36% at December, 2010 to 1.20% at December, 2015. This decline is representative of the continuous decline in investment interest rates and the portfolio's maturing, higher yielding investments being replaced with newer, lower yielding investments.

The Investment Committee will continue to monitor the City's portfolio trends and will investigate the feasibility of other allowable investment options that are consistent with the City's investment strategy and objectives. Additional information on these options and recommendations will continue to be communicated to council by the Investment Committee.

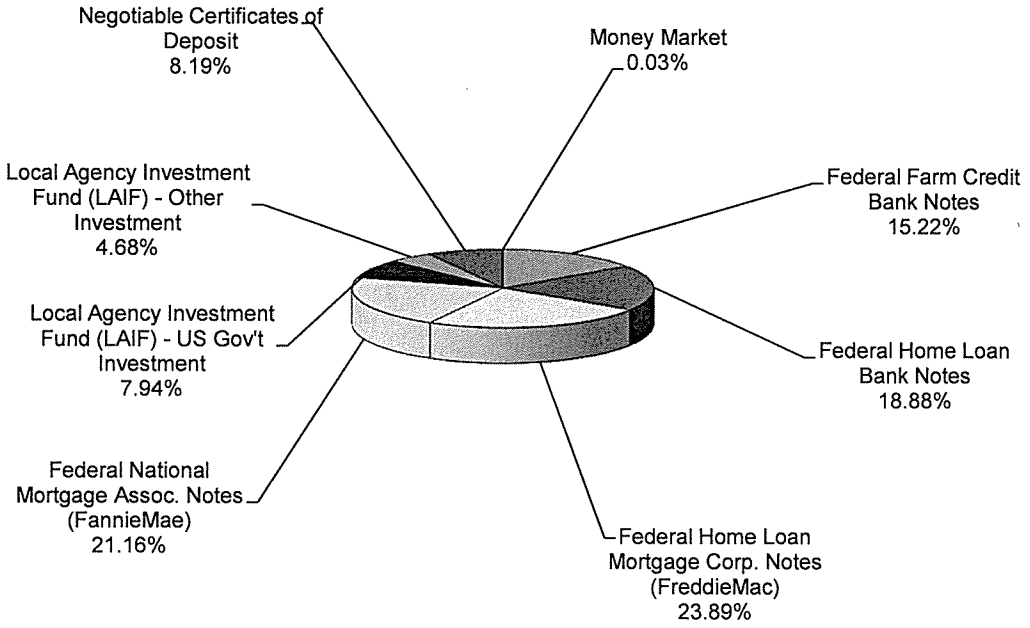
Respectfully submitted,

Kenneth C. Hugins
City Treasurer

City of Escondido
Summary of Investment Allocation
as of December 31, 2015

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
Federal Farm Credit Bank Notes	$ 14,832,456.82	$ 14,844,207.60	15.22%
Federal Home Loan Bank Notes	18,372,873.92	18,412,951.80	18.88%
Federal Home Loan Mortgage Corp. Notes (FreddieMac)	23,219,492.43	23,296,645.00	23.89%
Federal National Mortgage Assoc. Notes (FannieMae)	20,568,044.05	20,630,143.80	21.16%
Local Agency Investment Fund (LAIF) - US Gov't Investment	7,746,134.45	7,746,134.45	7.94%
Local Agency Investment Fund (LAIF) - Other Investment	4,564,950.18	4,564,950.18	4.68%
Negotiable Certificates of Deposit	7,919,000.00	7,987,506.73	8.19%
Money Market	24,415.17	24,415.17	0.03%
Reported Total Investments - December 2015	**$ 97,247,367.02**	**$ 97,506,954.73**	**100%**
Reported Total Investments- September 2015	**$110,048,611.30**	**$110,955,517.07**	
Change from Prior Quarter	**$ (12,801,244.28)**	**$ (13,448,562.34)**	
Portfolio Effective Duration	**1.570**		
Portfolio Effective Duration - (Excluding LAIF and Money Market)	**1.800**		

Summary of Investment Allocation as of December 31, 2015
(Excluding General Obligation Bond Proceeds)



CITY OF ESCONDIDO
SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
As of December 31, 2015

Date	Book Value	Yield
Dec-15	$97,247,367.02	1.3210%
Nov-15	$99,273,215.79	1.3390%
Oct-15	$102,797,377.26	1.3030%
Sep-15	$110,048,611.30	1.2150%
Aug-15	$114,575,444.98	1.2100%
Jul-15	$123,506,111.49	1.1540%
Jun-15	$132,804,706.36	1.0840%
May-15	$129,090,902.85	1.1210%
Apr-15	$118,872,432.34	1.1930%
Mar-15	$116,637,254.48	1.1950%
Feb-15	$124,918,176.55	1.1400%
Jan-15	$125,948,456.20	1.1150%
Average Portfolio Interest Yield		1.1992%

Tracker
City of Escondido
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 10/31/2015

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days to Maturity	YTM @ Cost
California Local Agency Investment Fund	15,811,084.63	15,811,084.63	15,811,084.63	15,811,084.63	1	0.357
Federal Agency Coupon Securities	78,705,000.00	80,200,408.59	79,653,084.10	79,042,883.17	673	1.462
Money Market Account	24,409.46	24,409.46	24,409.46	24,409.46	1	0.140
Negotiable Certificate of Deposit	7,919,000.00	7,919,000.00	8,051,934.62	7,919,000.00	1,141	1.623
Total / Average	**102,459,494.09**	**103,954,902.68**	**103,540,512.81**	**102,797,377.26**	**605**	**1.303**

Kenneth C. Hugins, City Treasurer

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio / Report Group: All Portfolios
As of 10/31/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
California Local Agency Investment Fund									
LAIF LGIP	LGIP7282	LAIF	5/31/2011	15,811,084.63	15,811,084.63	15,811,084.63	1	0.357	15.43
Sub Total / Average				**15,811,084.63**	**15,811,084.63**	**15,811,084.63**	**1**	**0.357**	**15.43**
Federal Agency Coupon Securities									
FFCB 1 4/2/2018	3133EEWH9	FFCB	4/2/2015	3,000,000.00	3,007,680.00	3,000,000.00	884	1.000	2.93
FFCB 1.11 2/20/2018	3133EEQM5	FFCB	2/20/2015	3,000,000.00	3,008,880.00	3,000,000.00	843	1.110	2.93
FFCB 1.46 10/28/2020	3133EFLZ8	FFCB	10/28/2015	1,000,000.00	991,790.00	1,000,000.00	1,824	1.460	0.98
FFCB 1.61 8/1/2018	3133ECW75	FFCB	2/3/2014	1,000,000.00	1,009,160.00	1,004,517.60	1,005	1.440	0.98
FFCB 1.8 11/12/2019	3133EEBN9	FFCB	11/12/2014	5,000,000.00	5,083,850.00	5,000,000.00	1,473	1.800	4.88
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,007,290.00	1,000,472.33	136	2.265	0.98
FFCB 5.125 11/15/2018	31331YEJ5	FFCB	12/26/2013	760,000.00	846,480.40	831,900.68	1,111	1.856	0.74
FHLB 0.7 12/19/2016	3130A0HC71	FHLB	12/19/2013	1,455,000.00	1,457,691.75	1,455,000.00	415	0.700	1.42
FHLB 1.05 12/29/2017	3130A3N83	FHLB	12/29/2014	3,000,000.00	3,010,320.00	3,000,000.00	790	1.050	2.93
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,001,290.00	998,961.62	41	2.360	0.98
FHLB 1.375 3/9/2018	313378A43	FHLB	12/26/2013	2,000,000.00	2,021,020.00	1,993,575.23	860	1.516	1.95
FHLB 1.375 3/9/2018	313378A43	FHLB	3/28/2013	3,000,000.00	3,031,530.00	3,033,938.35	860	0.883	2.93
FHLB 1.625 12/11/2015	313371VF0	FHLB	12/29/2010	1,000,000.00	1,001,540.00	999,230.34	41	2.355	0.98
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,516,710.00	1,507,490.03	405	1.160	1.46
FHLB 1.625 6/14/2019	313379EE5	FHLB	6/16/2014	3,000,000.00	3,032,730.00	2,982,931.41	1,322	1.790	2.93
FHLB 1.75 12/14/2018	313376BR5	FHLB	12/26/2013	895,000.00	911,110.00	892,581.43	1,140	1.841	0.87
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	509,240.00	505,830.49	404	1.210	0.49
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,031,020.00	3,008,496.32	132	2.291	2.93
FHLMC 1 7/28/2017	3137EADJ5	FHLMC	12/20/2013	1,500,000.00	1,506,255.00	1,498,463.16	636	1.060	1.46
FHLMC 1.25 8/1/2019	3137EADK2	FHLMC	7/2/2015	3,000,000.00	2,986,710.00	2,967,831.19	1,370	1.546	2.93
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,037,770.00	3,019,079.20	299	1.197	2.93
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,060,400.00	5,012,015.80	209	2.055	4.88
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,530,200.00	2,508,143.49	209	1.900	2.44
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,036,240.00	3,007,229.87	209	2.054	2.93

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio / Report Group: All Portfolios
As of 10/31/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
FHLMC 5 2/16/2017	3137EAAM1	FHLMC	2/16/2012	5,000,000.00	5,282,200.00	5,249,092.58	474	1.048	4.88
FNMA 0.875 5/21/2018	3135G0WJ8	FNMA	12/20/2013	1,500,000.00	1,495,650.00	1,475,966.43	933	1.526	1.46
FNMA 0.875 8/28/2017	3135G0MZ3	FNMA	6/13/2014	2,000,000.00	2,004,380.00	1,993,341.38	667	1.061	1.95
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	2/3/2014	2,000,000.00	2,004,380.00	1,993,370.98	667	1.060	1.95
FNMA 1.06 5/29/2018	3136G05G2	FNMA	12/20/2013	500,000.00	500,285.00	494,038.20	941	1.540	0.49
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,013,100.00	2,004,292.50	544	0.977	1.95
FNMA 1.25 1/30/2017	3135G0GY3	FNMA	1/24/2012	3,000,000.00	3,024,960.00	3,001,181.77	457	1.217	2.93
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,034,500.00	4,998,020.42	333	1.295	4.88
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,018,100.00	2,003,632.64	381	1.195	1.95
FNMA 1.75 1/30/2019	3136FTZZ5	FNMA	2/3/2014	2,595,000.00	2,638,621.95	2,602,257.73	1,187	1.660	2.53
Sub Total / Average				**78,705,000.00**	**79,653,084.10**	**79,042,883.17**	**673**	**1.462**	**76.82**
Money Market Account									
Bank of America MM	MM0555	Bank of America	5/31/2011	24,409.46	24,409.46	24,409.46	1	0.140	0.02
Sub Total / Average				**24,409.46**	**24,409.46**	**24,409.46**	**1**	**0.140**	**0.02**
Negotiable Certificate of Deposit									
American Express Bk 2 7/24/2019	02587CAJ9	American Express Bk	7/24/2014	247,000.00	253,779.72	247,000.00	1,362	2.000	0.24
AmEx Centurion 2 11/28/2018	02587DWJ3	AmEx Centurion	11/28/2014	247,000.00	253,724.08	247,000.00	1,124	2.000	0.24
Barclays Bank 2.099 7/23/2019	06740KHK6	Barclays Bank	7/28/2014	247,000.00	254,684.60	247,000.00	1,361	2.099	0.24
Berkshire Bank 1 6/19/2017	084601DZ3	Berkshire Bank	6/19/2015	248,000.00	248,635.82	248,000.00	597	1.000	0.24
BMW 1.95 6/20/2019	05580AAL8	BMW	6/20/2014	247,000.00	253,333.25	247,000.00	1,328	1.950	0.24
Capital One NA 2 8/12/2019	14042E5L0	Capital One NA	8/12/2015	247,000.00	253,703.31	247,000.00	1,381	2.000	0.24
Cardinal Bank 1.25 6/19/2018	14147VEV4	Cardinal Bank	6/19/2015	249,000.00	250,629.21	249,000.00	962	1.250	0.24
Celtic Bank 1.25 12/20/2017	15118RJL2	Celtic Bank	12/20/2013	246,000.00	247,995.33	246,000.00	781	1.250	0.24
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	Charter Bank Eau claire	8/5/2014	248,000.00	251,105.70	248,000.00	1,010	1.500	0.24
Cit Bank 2.2 11/26/2019	17284C4L5	Cit Bank	11/26/2014	247,000.00	255,642.53	247,000.00	1,487	2.200	0.24
Comenity Capital Bank 2 10/13/2020	20033AND4	Comenity Capital Bank	10/13/2015	249,000.00	255,074.38	249,000.00	1,809	2.000	0.24

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio / Report Group: All Portfolios
As of 10/31/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
Compass Bank 1.2 5/14/2018	20451PKT2	Compass Bank	5/13/2015	248,000.00	249,383.44	248,000.00	926	1.200	0.24
Discover FS 2 6/18/2019	254671W48	Discover FS	6/18/2014	247,000.00	253,767.63	247,000.00	1,326	2.000	0.24
Enerbank USA 2.05 8/28/2019	29266NB30	Enerbank USA	8/28/2014	247,000.00	254,245.74	247,000.00	1,397	2.050	0.24
EVERBANK FL 1.6 7/30/2019	29976DZM5	EVERBANK FL	7/30/2015	248,000.00	250,998.02	248,000.00	1,368	1.600	0.24
FIRST BUSINESS 1.5 10/30/2019	31938QP65	FIRST BUSINESS	10/30/2015	248,000.00	249,689.60	248,000.00	1,460	1.500	0.24
Flushing Bank 1.45 6/26/2018	34387ABQ1	Flushing Bank	6/26/2015	248,000.00	250,952.32	248,000.00	969	1.450	0.24
G E Capital 1.85 2/7/2019	36157PWB1	G E Capital	2/7/2014	246,000.00	251,472.64	246,000.00	1,195	1.850	0.24
GMATBK ALLY 1.1 6/19/2017	02006LFD0	GMATBK ALLY	6/18/2014	248,000.00	249,043.98	248,000.00	597	1.100	0.24
Gold Coast Bank 1.2 10/30/2017	38058KCS3	Gold Coast Bank	12/30/2013	246,000.00	247,732.70	246,000.00	730	1.200	0.24
Goldman Sachs 1.1 6/19/2017	38147JH96	Goldman Sachs	6/18/2014	248,000.00	249,043.98	248,000.00	597	1.100	0.24
Iberia Bank 1 10/16/2017	45083AEK43	Iberia Bank	4/16/2015	247,000.00	247,734.65	247,000.00	716	1.000	0.24
KEY BANK NA 1.35 10/29/2018	49306SVK9	KEY BANK NA	10/28/2015	248,000.00	249,931.28	248,000.00	1,094	1.350	0.24
Leader Bank NA 1.05 4/21/2017	52168UCU4	Leader Bank NA	10/23/2014	248,000.00	248,767.19	248,000.00	538	1.050	0.24
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	Live Oak Banking Co.	10/30/2014	247,000.00	252,287.83	247,000.00	1,368	1.850	0.24
Park National Bank 2.1 3/26/2019	700654AV8	Park National Bank	9/26/2014	247,000.00	254,659.15	247,000.00	1,242	2.100	0.24
Private Bank 1.1 7/21/2017	74267GUT2	Private Bank	7/21/2014	248,000.00	249,094.92	248,000.00	629	1.100	0.24
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	Sallie Mae Bank	8/13/2014	247,000.00	254,631.11	247,000.00	1,382	2.100	0.24
SYNCHRONY BANK 2.25 7/17/2020	87165HKM1	SYNCHRONY BANK	7/17/2015	247,000.00	256,094.96	247,000.00	1,721	2.250	0.24
SYNOUVUS 1.2 11/6/2017	87164DFW5	SYNOUVUS	11/5/2014	248,000.00	249,760.01	248,000.00	737	1.200	0.24
Third Fed S & L 2 11/25/2019	88413QAW8	Third Fed S & L	11/24/2014	247,000.00	253,657.93	247,000.00	1,486	2.000	0.24
Unity Bank 1.65 10/30/2020	91330ABC0	Unity Bank	10/30/2015	249,000.00	250,677.61	249,000.00	1,826	1.650	0.24
Sub Total / Average				**7,919,000.00**	**8,051,934.62**	**7,919,000.00**	**1,141**	**1.623**	**7.73**
Total / Average				**102,459,494.09**	**103,540,512.81**	**102,797,377.26**	**605**	**1.303**	**100.00**

Tracker
City of Escondido
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 11/30/2015

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days to Maturity	YTM @ Cost
California Local Agency Investment Fund	12,311,084.63	12,311,084.63	12,311,084.63	12,311,084.63	1	0.374
Federal Agency Coupon Securities	78,705,000.00	80,200,408.59	79,370,216.05	79,018,718.89	643	1.462
Money Market Account	24,412.27	24,412.27	24,412.27	24,412.27	1	0.140
Negotiable Certificate of Deposit	7,919,000.00	7,919,000.00	8,025,633.16	7,919,000.00	1,111	1.623
Total / Average	**98,959,496.90**	**100,454,905.49**	**99,731,346.11**	**99,273,215.79**	**600**	**1.339**

Kenneth C. Hugins, City Treasurer

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio / Report Group: All Portfolios
As of 11/30/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
California Local Agency Investment Fund									
LAIF LGIP	LGIP7282	LAIF	5/31/2011	12,311,084.63	12,311,084.63	12,311,084.63	1	0.374	12.44
Sub Total / Average				**12,311,084.63**	**12,311,084.63**	**12,311,084.63**	**1**	**0.374**	**12.44**
Federal Agency Coupon Securities									
FFCB 1 4/2/2018	3133EEWH9	FFCB	4/2/2015	3,000,000.00	2,997,960.00	3,000,000.00	854	1.000	3.03
FFCB 1.11 2/20/2018	3133EEQM5	FFCB	2/20/2015	3,000,000.00	3,002,160.00	3,000,000.00	813	1.110	3.03
FFCB 1.46 10/28/2020	3133EFLZ8	FFCB	10/28/2015	1,000,000.00	985,660.00	1,000,000.00	1,794	1.460	1.01
FFCB 1.61 8/1/2018	3133ECW75	FFCB	2/3/2014	1,000,000.00	1,004,400.00	1,004,382.74	975	1.440	1.01
FFCB 1.8 11/12/2019	3133EEBN9	FFCB	11/12/2014	5,000,000.00	5,056,500.00	5,000,000.00	1,443	1.800	5.05
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,005,850.00	1,000,368.14	106	2.265	1.01
FFCB 5.125 11/15/2018	31331YEJ5	FFCB	12/26/2013	760,000.00	840,354.80	829,959.17	1,081	1.856	0.77
FHLB 0.7 12/19/2016	3130A0HC71	FHLB	12/19/2013	1,455,000.00	1,455,480.15	1,455,000.00	385	0.700	1.47
FHLB 1.05 12/29/2017	3130A3N83	FHLB	12/29/2014	3,000,000.00	3,001,530.00	3,000,000.00	760	1.050	3.03
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,000,370.00	999,721.41	11	2.360	1.01
FHLB 1.375 3/9/2018	313378A43	FHLB	12/26/2013	2,000,000.00	2,011,760.00	1,993,799.35	830	1.516	2.02
FHLB 1.375 3/9/2018	313378A43	FHLB	3/28/2013	3,000,000.00	3,017,640.00	3,032,754.45	830	0.883	3.03
FHLB 1.625 12/11/2015	313371VF0	FHLB	12/29/2010	1,000,000.00	1,000,420.00	999,793.51	11	2.355	1.01
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,513,590.00	1,506,935.22	375	1.160	1.52
FHLB 1.625 6/14/2019	313379EE5	FHLB	6/16/2014	3,000,000.00	3,015,390.00	2,983,318.75	1,292	1.790	3.03
FHLB 1.75 12/14/2018	313376BR5	FHLB	12/26/2013	895,000.00	905,731.05	892,645.07	1,110	1.841	0.90
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	508,440.00	505,397.53	374	1.210	0.51
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,023,100.00	3,006,565.34	102	2.291	3.03
FHLMC 1 7/28/2017	3137EADJ5	FHLMC	12/20/2013	1,500,000.00	1,502,640.00	1,498,535.65	606	1.060	1.52
FHLMC 1.25 8/1/2019	3137EADK2	FHLMC	7/2/2015	3,000,000.00	2,968,440.00	2,968,535.61	1,340	1.546	3.03
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,030,210.00	3,017,164.90	269	1.197	3.03
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,049,850.00	5,010,291.05	179	2.055	5.05
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,524,925.00	2,506,974.56	179	1.900	2.53

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio / Report Group: All Portfolios
As of 11/30/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,029,910.00	3,006,192.09	179	2.054	3.03
FHLMC 5 2/16/2017	3137EAAM1	FHLMC	2/16/2012	5,000,000.00	5,255,450.00	5,233,327.22	444	1.048	5.05
FNMA 0.875 5/21/2018	3135G0WJ8	FNMA	12/20/2013	1,500,000.00	1,488,210.00	1,476,739.21	903	1.526	1.52
FNMA 0.875 8/28/2017	3135G0MZ3	FNMA	6/13/2014	2,000,000.00	1,997,800.00	1,993,640.87	637	1.061	2.02
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	2/3/2014	2,000,000.00	1,997,800.00	1,993,669.14	637	1.060	2.02
FNMA 1.06 5/29/2018	3136G05G2	FNMA	12/20/2013	500,000.00	498,160.00	494,228.27	911	1.540	0.51
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,008,080.00	2,004,055.78	514	0.977	2.02
FNMA 1.25 1/30/2017	3135G0GY3	FNMA	1/24/2012	3,000,000.00	3,017,310.00	3,001,104.19	427	1.217	3.03
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,022,750.00	4,998,198.76	303	1.295	5.05
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,011,940.00	2,003,346.61	351	1.195	2.02
FNMA 1.75 1/30/2019	3136FTZZ5	FNMA	2/3/2014	2,595,000.00	2,620,405.05	2,602,074.30	1,157	1.660	2.62
Sub Total / Average				**78,705,000.00**	**79,370,216.05**	**79,018,718.89**	**643**	**1.462**	**79.53**
Money Market Account									
Bank of America MM	MM0555	Bank of America	5/31/2011	24,412.27	24,412.27	24,412.27	1	0.140	0.02
Sub Total / Average				**24,412.27**	**24,412.27**	**24,412.27**	**1**	**0.140**	**0.02**
Negotiable Certificate of Deposit									
American Express Bk 2 7/24/2019	02587CAJ9	American Express Bk	7/24/2014	247,000.00	252,808.13	247,000.00	1,332	2.000	0.25
AmEx Centurion 2 11/28/2018	02587DWJ3	AmEx Centurion	11/28/2014	247,000.00	252,752.33	247,000.00	1,094	2.000	0.25
Barclays Bank 2.099 7/23/2019	06740KHK6	Barclays Bank	7/28/2014	247,000.00	253,691.72	247,000.00	1,331	2.099	0.25
Berkshire Bank 1 6/19/2017	084601DZ3	Berkshire Bank	6/19/2015	248,000.00	248,057.41	248,000.00	567	1.000	0.25
BMW 1.95 6/20/2019	05580AAL8	BMW	6/20/2014	247,000.00	252,372.20	247,000.00	1,298	1.950	0.25
Capital One NA 2 8/12/2019	14042E5L0	Capital One NA	8/12/2015	247,000.00	252,751.49	247,000.00	1,351	2.000	0.25
Cardinal Bank 1.25 6/19/2018	14147VEV4	Cardinal Bank	6/19/2015	249,000.00	249,851.01	249,000.00	932	1.250	0.25
Celtic Bank 1.25 12/20/2017	15118RJL2	Celtic Bank	12/20/2013	246,000.00	247,291.20	246,000.00	751	1.250	0.25
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	Charter Bank Eau claire	8/5/2014	248,000.00	250,277.33	248,000.00	980	1.500	0.25
Cit Bank 2.2 11/26/2019	17284C4L5	Cit Bank	11/26/2014	247,000.00	254,669.05	247,000.00	1,457	2.200	0.25

Tracker
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Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio / Report Group: All Portfolios
As of 11/30/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
Comenity Capital Bank 2 10/13/2020	20033AND4	Comenity Capital Bank	10/13/2015	249,000.00	254,350.86	249,000.00	1,779	2.000	0.25
Compass Bank 1.2 5/14/2018	20451PKT2	Compass Bank	5/13/2015	248,000.00	248,630.89	248,000.00	896	1.200	0.25
Discover FS 2 6/18/2019	254671W48	Discover FS	6/18/2014	247,000.00	252,796.92	247,000.00	1,296	2.000	0.25
Enerbank USA 2.05 8/28/2019	29266NB30	Enerbank USA	8/28/2014	247,000.00	253,273.23	247,000.00	1,367	2.050	0.25
EVERBANK FL 1.6 7/30/2019	29976DZM5	EVERBANK FL	7/30/2015	248,000.00	250,138.06	248,000.00	1,338	1.600	0.25
FIRST BUSINESS 1.5 10/30/2019	31938QP65	FIRST BUSINESS	10/30/2015	248,000.00	248,876.53	248,000.00	1,430	1.500	0.25
Flushing Bank 1.45 6/26/2018	34387ABQ1	Flushing Bank	6/26/2015	248,000.00	250,128.39	248,000.00	939	1.450	0.25
G E Capital 1.85 2/7/2019	36157PWB1	G E Capital	2/7/2014	246,000.00	250,522.19	246,000.00	1,165	1.850	0.25
GMATBK ALLY 1.1 6/19/2017	02006LFD0	GMATBK ALLY	6/18/2014	248,000.00	248,444.02	248,000.00	567	1.100	0.25
Gold Coast Bank 1.2 10/30/2017	38058KCS3	Gold Coast Bank	12/30/2013	246,000.00	246,975.49	246,000.00	700	1.200	0.25
Goldman Sachs 1.1 6/19/2017	38147JH96	Goldman Sachs	6/18/2014	248,000.00	248,444.02	248,000.00	567	1.100	0.25
Iberia Bank 1 10/16/2017	45083AEK43	Iberia Bank	4/16/2015	247,000.00	247,036.04	247,000.00	686	1.000	0.25
KEY BANK NA 1.35 10/29/2018	49306SVK9	KEY BANK NA	10/28/2015	248,000.00	249,097.18	248,000.00	1,064	1.350	0.25
Leader Bank NA 1.05 4/21/2017	52168UCU4	Leader Bank NA	10/23/2014	248,000.00	248,239.67	248,000.00	508	1.050	0.25
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	Live Oak Banking Co.	10/30/2014	247,000.00	251,375.01	247,000.00	1,338	1.850	0.25
Park National Bank 2.1 3/26/2019	700654AV8	Park National Bank	9/26/2014	247,000.00	253,637.43	247,000.00	1,212	2.100	0.25
Private Bank 1.1 7/21/2017	74267GUT2	Private Bank	7/21/2014	248,000.00	248,464.08	248,000.00	599	1.100	0.25
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	Sallie Mae Bank	8/13/2014	247,000.00	253,656.80	247,000.00	1,352	2.100	0.25
SYNCHRONY BANK 2.25 7/17/2020	87165HKM1	SYNCHRONY BANK	7/17/2015	247,000.00	255,242.76	247,000.00	1,691	2.250	0.25
SYNOUVUS 1.2 11/6/2017	87164DFW5	SYNOUVUS	11/5/2014	248,000.00	248,990.31	248,000.00	707	1.200	0.25
Third Fed S & L 2 11/25/2019	88413QAW8	Third Fed S & L	11/24/2014	247,000.00	252,728.45	247,000.00	1,456	2.000	0.25
Unity Bank 1.65 10/30/2020	91330ABC0	Unity Bank	10/30/2015	249,000.00	250,062.96	249,000.00	1,796	1.650	0.25
Sub Total / Average				**7,919,000.00**	**8,025,633.16**	**7,919,000.00**	**1,111**	**1.623**	**8.00**
Total / Average				**98,959,496.90**	**99,731,346.11**	**99,273,215.79**	**600**	**1.339**	**100.00**

Tracker
City of Escondido
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 12/31/2015

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days to Maturity	YTM @ Cost
California Local Agency Investment Fund	12,311,084.63	12,311,084.63	12,311,084.63	12,311,084.63	1	0.400
Federal Agency Coupon Securities	76,705,000.00	78,280,138.59	77,183,948.20	76,992,867.22	628	1.438
Money Market Account	24,415.17	24,415.17	24,415.17	24,415.17	1	0.140
Negotiable Certificate of Deposit	7,919,000.00	7,919,000.00	7,987,506.73	7,919,000.00	1,080	1.623
Total / Average	**96,959,499.80**	**98,534,638.39**	**97,506,954.73**	**97,247,367.02**	**585**	**1.321**

Kenneth C. Hugins, City Treasurer

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 12/31/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
California Local Agency Investment Fund									
LAIF LGIP	LGIP7282	LAIF	5/31/2011	12,311,084.63	12,311,084.63	12,311,084.63	1	0.400	12.70
Sub Total / Average				**12,311,084.63**	**12,311,084.63**	**12,311,084.63**	**1**	**0.400**	**12.70**
Federal Agency Coupon Securities									
FFCB 1 4/2/2018	3133EEWH9	FFCB	4/2/2015	3,000,000.00	2,992,020.00	3,000,000.00	823	1.000	3.09
FFCB 1.11 2/20/2018	3133EEQM5	FFCB	2/20/2015	3,000,000.00	2,993,130.00	3,000,000.00	782	1.110	3.09
FFCB 1.46 10/28/2020	3133EFLZ8	FFCB	10/28/2015	1,000,000.00	980,570.00	1,000,000.00	1,763	1.460	1.03
FFCB 1.61 8/1/2018	3133ECW75	FFCB	2/3/2014	1,000,000.00	1,002,750.00	1,004,243.40	944	1.440	1.03
FFCB 1.8 11/12/2019	3133EEBN9	FFCB	11/12/2014	5,000,000.00	5,034,800.00	5,000,000.00	1,412	1.800	5.16
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,004,360.00	1,000,260.48	75	2.265	1.03
FFCB 5.125 11/15/2018	31331YEJ5	FFCB	12/26/2013	760,000.00	836,577.60	827,952.94	1,050	1.856	0.78
FHLB 0.7 12/19/2016	3130A0HC71	FHLB	12/19/2013	1,455,000.00	1,454,214.30	1,455,000.00	354	0.700	1.50
FHLB 1.05 12/29/2017	3130A3N83	FHLB	12/29/2014	3,000,000.00	2,996,040.00	3,000,000.00	729	1.050	3.09
FHLB 1.375 3/9/2018	313378A43	FHLB	3/28/2013	3,000,000.00	3,009,420.00	3,031,531.10	799	0.883	3.09
FHLB 1.375 3/9/2018	313378A43	FHLB	12/26/2013	2,000,000.00	2,006,280.00	1,994,030.94	799	1.516	2.06
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,511,100.00	1,506,361.91	344	1.160	1.55
FHLB 1.625 6/14/2019	313379EE5	FHLB	6/16/2014	3,000,000.00	3,009,600.00	2,983,719.00	1,261	1.790	3.09
FHLB 1.75 12/14/2018	313376BR5	FHLB	12/26/2013	895,000.00	903,502.50	892,710.84	1,079	1.841	0.92
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	507,285.00	504,950.14	343	1.210	0.52
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,015,510.00	3,004,569.99	71	2.291	3.09
FHLMC 1 7/28/2017	3137EADJ5	FHLMC	12/20/2013	1,500,000.00	1,497,510.00	1,498,610.56	575	1.060	1.55
FHLMC 1.25 8/1/2019	3137EADK2	FHLMC	7/2/2015	3,000,000.00	2,966,640.00	2,969,263.52	1,309	1.546	3.09
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,024,150.00	3,015,186.79	238	1.197	3.09
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,023,070.00	3,005,119.72	148	2.054	3.09
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,038,450.00	5,008,508.80	148	2.055	5.16
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,519,225.00	2,505,766.68	148	1.900	2.58

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 12/31/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
FHLMC 5 2/16/2017	3137EAAM1	FHLMC	2/16/2012	5,000,000.00	5,227,600.00	5,217,036.36	413	1.048	5.16
FNMA 0.875 5/21/2018	3135G0WJ8	FNMA	12/20/2013	1,500,000.00	1,485,945.00	1,477,537.76	872	1.526	1.55
FNMA 0.875 8/28/2017	3135G0MZ3	FNMA	6/13/2014	2,000,000.00	1,993,180.00	1,993,950.34	606	1.061	2.06
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	2/3/2014	2,000,000.00	1,993,180.00	1,993,977.24	606	1.060	2.06
FNMA 1.06 5/29/2018	3136G05G2	FNMA	12/20/2013	500,000.00	497,450.00	494,424.68	880	1.540	0.52
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,003,300.00	2,003,811.17	483	0.977	2.06
FNMA 1.25 1/30/2017	3135G0GY3	FNMA	1/24/2012	3,000,000.00	3,011,250.00	3,001,024.03	396	1.217	3.09
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,018,100.00	4,998,383.04	272	1.295	5.16
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,009,280.00	2,003,051.04	320	1.195	2.06
FNMA 1.75 1/30/2019	3136FTZZ5	FNMA	2/3/2014	2,595,000.00	2,618,458.80	2,601,884.75	1,126	1.660	2.68
Sub Total / Average				**76,705,000.00**	**77,183,948.20**	**76,992,867.22**	**628**	**1.438**	**79.11**
Money Market Account									
Bank of America MM	MM0555	Bank of America	5/31/2011	24,415.17	24,415.17	24,415.17	1	0.140	0.03
Sub Total / Average				**24,415.17**	**24,415.17**	**24,415.17**	**1**	**0.140**	**0.03**
Negotiable Certificate of Deposit									
American Express Bk 2 7/24/2019	02587CAJ9	American Express Bk	7/24/2014	247,000.00	251,352.69	247,000.00	1,301	2.000	0.25
AmEx Centurion 2 11/28/2018	02587DWJ3	AmEx Centurion	11/28/2014	247,000.00	251,507.28	247,000.00	1,063	2.000	0.25
Barclays Bank 2.099 7/23/2019	06740KHK6	Barclays Bank	7/28/2014	247,000.00	252,214.49	247,000.00	1,300	2.099	0.25
Berkshire Bank 1 6/19/2017	084601DZ3	Berkshire Bank	6/19/2015	248,000.00	247,375.41	248,000.00	536	1.000	0.26
BMW 1.95 6/20/2019	05580AAL8	BMW	6/20/2014	247,000.00	250,948.69	247,000.00	1,267	1.950	0.25
Capital One NA 2 8/12/2019	14042E5L0	Capital One NA	8/12/2015	247,000.00	251,280.34	247,000.00	1,320	2.000	0.25
Cardinal Bank 1.25 6/19/2018	14147VEV4	Cardinal Bank	6/19/2015	249,000.00	248,901.84	249,000.00	901	1.250	0.26
Celtic Bank 1.25 12/20/2017	15118RJL2	Celtic Bank	12/20/2013	246,000.00	246,401.94	246,000.00	720	1.250	0.25
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	Charter Bank Eau claire	8/5/2014	248,000.00	249,234.32	248,000.00	949	1.500	0.26
Cit Bank 2.2 11/26/2019	17284C4L5	Citi Bank	11/26/2014	247,000.00	253,074.89	247,000.00	1,426	2.200	0.25

Tracker
City of Escondido
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 12/31/2015

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
Comenity Capital Bank 2 10/13/2020	20033AND4	Comenity Capital Bank	10/13/2015	249,000.00	252,525.62	249,000.00	1,748	2.000	0.26
Compass Bank 1.2 5/14/2018	20451PKT2	Compass Bank	5/13/2015	248,000.00	247,728.96	248,000.00	865	1.200	0.26
Discover FS 2 6/18/2019	254671W48	Discover FS	6/18/2014	247,000.00	251,363.77	247,000.00	1,265	2.000	0.25
Enerbank USA 2.05 8/28/2019	29266NB30	Enerbank USA	8/28/2014	247,000.00	251,774.14	247,000.00	1,336	2.050	0.25
EVERBANK FL 1.6 7/30/2019	29976DZM5	EVERBANK FL	7/30/2015	248,000.00	248,897.26	248,000.00	1,307	1.600	0.26
FIRST BUSINESS 1.5 10/30/2019	31938QP65	FIRST BUSINESS	10/30/2015	248,000.00	247,605.26	248,000.00	1,399	1.500	0.26
Flushing Bank 1.45 6/26/2018	34387ABQ1	Flushing Bank	6/26/2015	248,000.00	249,132.12	248,000.00	908	1.450	0.26
G E Capital 1.85 2/7/2019	36157PWB1	G E Capital	2/7/2014	246,000.00	249,229.54	246,000.00	1,134	1.850	0.25
GMATBK ALLY 1.1 6/19/2017	02006LFD0	GMATBK ALLY	6/18/2014	248,000.00	247,740.34	248,000.00	536	1.100	0.26
Gold Coast Bank 1.2 10/30/2017	38058KCS3	Gold Coast Bank	12/30/2013	246,000.00	246,144.62	246,000.00	669	1.200	0.25
Goldman Sachs 1.1 6/19/2017	38147JH96	Goldman Sachs	6/18/2014	248,000.00	247,740.34	248,000.00	536	1.100	0.26
Iberia Bank 1 10/16/2017	45083AEK43	Iberia Bank	4/16/2015	247,000.00	246,253.20	247,000.00	655	1.000	0.25
KEY BANK NA 1.35 10/29/2018	49306SVK9	KEY BANK NA	10/28/2015	248,000.00	248,018.25	248,000.00	1,033	1.350	0.26
Leader Bank NA 1.05 4/21/2017	52168UCU4	Leader Bank NA	10/23/2014	248,000.00	247,602.36	248,000.00	477	1.050	0.26
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	Live Oak Banking Co.	10/30/2014	247,000.00	250,079.13	247,000.00	1,307	1.850	0.25
Park National Bank 2.1 3/26/2019	700654AV8	Park National Bank	9/26/2014	247,000.00	252,244.43	247,000.00	1,181	2.100	0.25
Private Bank 1.1 7/21/2017	74267GUT2	Private Bank	7/21/2014	248,000.00	247,728.54	248,000.00	568	1.100	0.26
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	Sallie Mae Bank	8/13/2014	247,000.00	252,161.76	247,000.00	1,321	2.100	0.25
SYNCHRONY BANK 2.25 7/17/2020	87165HKM1	SYNCHRONY BANK	7/17/2015	247,000.00	253,452.28	247,000.00	1,660	2.250	0.25
SYNOUVUS 1.2 11/6/2017	87164DFW5	SYNOUVUS	11/5/2014	248,000.00	248,149.72	248,000.00	676	1.200	0.26
Third Fed S & L 2 11/25/2019	88413QAW8	Third Fed S & L	11/24/2014	247,000.00	251,181.69	247,000.00	1,425	2.000	0.25
Unity Bank 1.65 10/30/2020	91330ABC0	Unity Bank	10/30/2015	249,000.00	248,461.51	249,000.00	1,765	1.650	0.26
Sub Total / Average				**7,919,000.00**	**7,987,506.73**	**7,919,000.00**	**1,080**	**1.623**	**8.17**
Total / Average				**96,959,499.80**	**97,506,954.73**	**97,247,367.02**	**585**	**1.321**	**100.00**

Tracker
City of Escondido
Transactions Summary
Transaction Summary Report - by Action
Group By: Investments Matured
Portfolio / Report Group: All Portfolios
From 10/01/2015 To 12/31/2015

Description	CUSIP/Ticker	Settlement Date	Principal	Total	Custodian
Matured					
Capital One Bank USA 0.6 10/30/2015	140420NC0	10/30/2013	246,000.00	246,000.00	BNY Mellon
FHLB 1.375 12/11/2015	313371NW2	12/29/2010	1,000,000.00	1,000,000.00	BNY Mellon
FHLB 1.625 12/11/2015	313371VF0	12/29/2010	1,000,000.00	1,000,000.00	BNY Mellon
Total			**2,246,000.00**	**2,246,000.00**	

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
December 31, 2015

Type of Funds / Institution	Market Value	Interest Rate	Type of Investment
BOND FUNDS			
BANK OF NEW YORK MELLON TRUST COMPANY, N.A. :			
1993 Vineyard Golf Course Certificates of Participation	$ 3,465	0.000%	Money Market
2007 A & B JPFA Lease Revenue Bonds	8	0.000%	Money Market
2007 COP - Water Project	7,179,776	0.010%	Money Market
2004A Wastewater Bond (1996 Wastewater Refunding)	2,039	0.000%	Money Market
2004B Wastewater Bond - Brine Project	22	0.000%	Money Market
2006 Community Facility District (Eureka Ranch)	11	0.000%	Money Market
1986-1R/98 Auto Parkway Assessment District	336,548	0.370%	Money Market/Certificate of Deposit
1998-1 Rancho San Pasqual Assessment District	342,626	0.350%	Money Market/Certificate of Deposit
2012 JPFA Revenue Bonds (Water System Financing)	20,016,109	0.377%	LAIF/Money Market/Cash
2012 JPFA Revenue Bonds (Wastewater System Financing)	22,754,856	0.377%	LAIF/Money Market/Cash
2013 CFD 2000-01 Hidden Trails Special Tax Refunding Bonds	2	0.000%	Money Market
2015 GO Refunding Bond	8,648	0.000%	Cash
2015A Wastewater Refunding Bond	6,282	0.000%	Cash
2015 Community Facility District (Eureka Ranch) 2006-1 Refunding Bond	5,013	0.000%	Money Market
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	$ 50,655,406		

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 5
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2015 Urban Area Security Initiative (UASI) Grant – Site Assessment

RECOMMENDATION:

It is requested that the City Council accept FY 2015 Urban Area Security Initiative (UASI) Grant funds in the amountof $5,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used for police officer overtime and overhead associated with overtime.

PREVIOUS ACTION:

On December 10, 2014, City Council accepted FY 2014 Urban Area Security Initiative (UASI) Grant funds for security enhancements for the Police and Fire Headquarters (PAFH).

BACKGROUND:

The Escondido Police Department received a $5,000 Urban Area Security Initiative (UASI) Grant from the Department of Homeland Security through the City of San Diego. Grant funds will be used to cover overtime, and eligible overtime benefits, related to site assessments performed by Escondido police officers. Officers that conduct the site assessments are members of the San Diego County Regional Critical Infrastructure Protection Planning Team and are qualified to assess and assist with security improvements throughout the City of Escondido.

Respectfully submitted,

Justin Murphy
Police Lieutenant

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: March 10, 2016

Department: Police

Division: Administration

Project/Budget Manager: Lisa Rodelo (Name) 4905 (Extension)

Council Date (if applicable): March 23, 2016
(attach copy of staff report)

For Finance Use Only

Log # BA03-02

Fiscal Year 2016

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	$5,000	
Police Grants	451- New Project Number	$5,000	

Explanation of Request:

A budget adjustment is needed to spend grant funds for UASI site assessments.

APPROVALS

Department Head: Mike Lodarie — Date: 3.10.16

City Manager — Date

Finance: Jodi Cox — Date: 3/14/16

City Clerk — Date

Distribution (after approval): Original: Finance

FM\105 (Rev.11/06)

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 6
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Public Works/City Engineer
Owen Tunnell, Principal Engineer

SUBJECT: Final Map, Escondido Tract SUB13-0010, located at 839 Stanley Avenue and 926 Lehner Avenue

RECOMMENDATION:

It is requested that the City Council approve the Final Map for Tract SUB13-0010, a 16 Lot Residential Subdivision located at 839 Stanley Avenue and 926 Lehner Avenue.

FISCAL ANALYSIS:

The cost for review of the Final Map is paid by the developer in accordance with the adopted fee schedule.

PREVIOUS ACTION:

This project was recommended for approval by the Planning Commission on May 27, 2014, as Resolution No. 6014 and approved by the City Council on June 18, 2014, as Resolution No. 2014-59 together with a Development Agreement approved as Ordinance No. 2014-13 on June 25, 2014.

BACKGROUND:

Staff has examined this Final Map and found it to be mathematically correct and substantially the same as it appeared on the approved Tentative Subdivision Map and subject to the conditions of approval and terms of the Development Agreement. This Final Map conforms to the provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval. The Planning Department has also reviewed and approved the Final Map.

Respectfully submitted,

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

Owen Tunnell, P.E.
Principal Engineer

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 7
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services

SUBJECT: Unclassified Service Schedule and Salary Plans

RECOMMENDATION:

It is requested that the City Council adopt four Resolutions pertaining to Unclassified Employees:

1. Resolution No. 2016-15: Amending the Unclassified Management Salary Bands;
2. Resolution No. 2016-16: Amending the Unclassified Clerical/Technical Salary Plans;
3. Resolution No. 2016-24: Amending the Unclassified Service Schedule List;
4. Resolution No. 2016-17: Amending the Part-Time Hourly Compensation Plan.

FISCAL ANALYSIS:

None

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

In 2015 the City Council approved and adopted three Resolutions: Nos. 2015-121, 2015-122, and 2015-123, which amended and re-established the Unclassified Service Schedule List, the Unclassified Clerical/Technical Salary Plans, and the Management Salary Bands. Council also previously adopted Resolution No. 2014-101 amending the Part-Time Hourly Compensation Plan.

BACKGROUND:

The City is required to maintain a list of all unclassified position titles. Periodically, the Unclassified Service Schedule List must be updated by adopting a City Council Resolution. Resolution No. 2016-24 amends the list of all unclassified classifications.

Resolutions Nos. 2016-15 and 2016-16 have the Unclassified Clerical/Technical and Management classifications bolded that have changed salary grades, are newly budgeted positions or positions with title changes, which have been added or changed in the classification plan since August 2015.

Resolution No. 2016-17 has been updated to reflect salary plan changes for Part-Time Hourly positions due to the minimum wage increase in January 2016.

A red-lined version showing the recommended changes including any salary amendments is attached as Attachments "1," "2," and "3" for your review.

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

RESOLUTION NO. ~~2015-121~~2016-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND RE-ESTABLISHING THE UNCLASSIFIED SALARY BANDS FOR CERTAIN POSITIONS IN THE MANAGEMENT GROUP

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary bands established by Resolution No. ~~2011-124~~2015-121;

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 salary bands set forth in Exhibit "A" for the positions listed are established.

3. That this resolution supersedes Resolution No. ~~2014~~2015-~~100~~121.

MANAGEMENT UNCLASSIFIED SALARY BANDS

Band 32 $13,699 - $18,494

Assistant City Manager

Band 31 $13,047 - $17,613

Assistant City Attorney
Assistant City Attorney/Litigation

Band 30 $12,426 - $16,775

Chief of Police
Fire Chief

Band 29 $11,833 - $15,975

Band 28 $11,271 - $15,215

Band 27 $10,733 - $14,490

Assistant Chief of Police
Deputy Fire Chief
Director of Administrative Services
Director of Utilities

Band 26 $10,222 - $13,800

Director of Community Development
Director of Economic Development & Comm Relations
Director of Information Systems
Director of Public Works
Police Captain

Band 25 $9,736 - $13,144

Fire Division Chief

Band 24 $9,272 - $12,518

Director of Library & Community Services
Police Lieutenant

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Band 23 $8,831 - $11,921

Assistant Director of Finance
Assistant Director of Human Resources
Assistant Director of Planning
Assistant Director of Public Works/Engineering
City Clerk
Deputy Director of Utilities/Construction & Engineering
Deputy Director of Utilities/Wastewater
Deputy Director of Utilities/Water
Fire Battalion Chief
Utilities Manager

Band 22 $8,410 - $11,354

Fire Marshal
Senior Deputy City Attorney

Band 21 $8,010 - $10,813

Assistant City Engineer
Building Official
Wastewater Treatment Plant Superintendent
Water Treatment Plant Superintendent

Band 20 $7,629 - $10,298

Assistant Director of Community Services
Deputy Director of Planning
Deputy Director of Public Works/Maintenance
Deputy Director of Public Works/Operations
~~Deputy Director of Utilities/Construction & Engineering~~

Band 19 $7,265 - $9,808

Network Manager
Principal Engineer
Principal Planner
Risk & Safety Manager

Band 18 $6,919 - $9,341

Applications Development Manager
Budget Manager
Code Enforcement Manager
Finance Manager
Housing Manager
Revenue Manager
Senior Engineer
Treasury Manager
Utilities Maintenance Superintendent

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Band 17 $6,589 - $8,896

Deputy City Attorney
Environmental Programs Manager
Laboratory Superintendent
Public Safety Communications Manager
Real Property Manager
Water Distribution Superintendent

Band 16 $6,276 - $8,473

Deputy Building Official
Design & Construction Project Manager
~~Environmental Programs Manager~~
Environmental Programs Manager/Utilities
Investment Officer II
Utilities Construction Project Manager

Band 15 $5,977 - $8,069

Building Maintenance Superintendent
Deputy City Librarian
~~Emergency Medical Services Coordinator~~
Fleet Maintenance Superintendent
Parks & Open Space Superintendent
Senior Network Systems Engineer

Band 14 $5,692 - $7,685

Assistant City Clerk
Emergency/Disaster Preparedness Manager
Fire Administrative Services Manager
Investment Officer I
Police Services Bureau Manager
~~Public Safety Communications Manager~~
Public Safety Systems Manager
Senior Human Resources Analyst
Senior Planner

Band 13 $5,422 - $7,319

Asset Program Manager
Geographic Information Systems Manager
Neighborhood Services Manager
Police Services Analyst
Principal Librarian
Senior Management Analyst
Special Projects Associate

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Band 12 $5,163 - $6,970

Accountant II
Lakes & Open Space Superintendent
Management Analyst II
Older Adult Services Manager
Parks & Open Space Administrator

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Band 11 $4,916 - $6,638

Canal Superintendent
Human Resources Analyst II
Utilities Analyst

Band 10 $4,683 - $6,323

Police Records Manager
Senior Crime Analyst

Band 9 $4,459 - $6,021

Human Resources Analyst I
Management Analyst I
Program Administrator
Special Events/Econ Development Coordinator
Tourism & Marketing Administrator

Band 8 $4,248 - $5,735

Accountant I
Crime Analyst

Band 6 $3,853 - $5,201

Band 5 $3,561 - $4,808

Flat Rate Salaries

City Manager
City Attorney

Elected — Flat Rate Salaries

City Treasurer

RESOLUTION NO. ~~2015-122~~2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND RE-ESTABLISHING THE UNCLASSIFIED SALARY PLANS FOR CERTAIN POSITIONS IN THE CLERICAL/ TECHNICAL GROUP

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary plans established by Resolution No. ~~2011-122~~2015-122;

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 salary plans are re-established for the positions listed in Exhibit "A" and corresponding monthly rates set forth in Exhibit "B" which are both attached and incorporated by this reference.

3. That this resolution supersedes Resolution No. 20~~14-98~~15-122.

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UNCLASSIFIED CLERICAL/TECHNICAL SALARY PLANS

Band H: $4,468 - $7,248

Assistant Canal Superintendent

UCT A54: $7,135 - $8,673

Control Systems Analyst

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UCT A50: $6,464 - $7,857

Systems Analyst II

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UCT A46: $5,856 - $7,118

Systems Analyst I

UCT A44: $5,574 - $6,775

Senior Environmental Program Specialist

UCT A43: $5,438 - $6,610

Senior Legal Assistant

UCT A42: $5,305 - $6,449

GIS Analyst
Network Systems Engineer
Public Safety Systems Analyst
Senior Safety Analyst

UCT A40: $5,050 - $6,138

Environmental Programs Specialist
Network Administrator

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UCT A38: $4,806 - $5,842

Executive Assistant – City Attorney
Executive Assistant – City Manager

UCT A37: $4,689 - $5,700

Legal Assistant
Programmer Analyst II

UCT A36: $4,575 - $5,561

Deputy City Clerk
Forensic Technician

UCT A35: $4,463 - $5,425

Human Resources Coordinator

UCT A34: $4,354 - $5,293

Emergency Medical Services Program Coordinator

UCT A33: $4,248 - $5,164

Payroll Analyst
Programmer Analyst I
Risk & Safety Coordinator

UCT A32: $4,145 - $5,038

Network Systems Technician III

UCT A31: $4,044 - $4,915

Facilities Associate

UCT A30: $3,945 - $4,795

Administrative Coordinator

UCT A29: $3,849 - $4,678

Assistant Environmental Programs Specialist
Human Resources Technician II
Legal Secretary
Telecommunications Specialist

UCT A28: $3,755 - $4,564

Network Systems Technician II
Payroll Technician II
Web Design Technician II

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UCT A27: $3,663 - $4,453

Collections Officer
Maintenance & Operations Coordinator

UCT A26: $3,574 - $4,344

Executive Office Coordinator

UCT A25: $3,487 - $4,238

Human Resources Technician I
Police Services Technician

UCT A24: $3,402 - $4,135

Network Systems Technician I
Payroll Technician I
Web Design Technician I

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UCT A23: $3,319 - $4,034

Canal Assistant II
Division Coordinator
Publications Coordinator II
Sr. Accounting Assistant

UCT A21: $3,159 - $3,840

Police Projects Specialist

UCT A19: $3,007 - $3,655

Canal Assistant I
Executive Office Specialist
Publications Coordinator I

UCT A17: $2,862 - $3,478

Accounting Assistant II
Department Assistant

UCT A13: $2,593 - $3,151

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Accounting Assistant I

UCT A11: $2,468 - $2,999

Department Aide

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RESOLUTION NO. ~~2014-101~~2016-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE PART-TIME PAY PLAN

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay Schedule;

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

1. That the above recitations are true and correct.

2. That the part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A" and corresponding hourly step rates set forth in Exhibit "B" which are both attached and incorporated by this reference.

3. That this resolution supersedes Resolution No. ~~2011-125.~~2014-101.

EXHIBIT "A"

PART-TIME HOURLY COMPENSATION PLAN ~~July 2014~~ January 2016	
RANGE I ~~9.29 – 12.45~~10.00 – 12.49 Library Page Maintenance Aide I Park Attendant I Recreation Leader I School Crossing Guard Swimming Aide I Senior Service Aide I	**RANGE VI** ~~11.85 – 15.88~~11.31 – 14.13 ~~Water Safety Instructor~~ Currently No Classifications
RANGE II ~~9.76 – 13.07~~10.25 – 12.80 Maintenance Aide II Swimming Aide II Senior Service Aide II	**RANGE VII** ~~12.45 – 16.68~~11.60 – 14.48 Recreation Leader II ~~Currently No Classifications~~
RANGE III ~~10.24 – 13.72~~10.51 – 13.12 ~~Circulation Assistant~~ Lifeguard Park Attendant II	**RANGE VIII** ~~13.07 – 17.51~~11.89 – 14.48 ~~Parking Enforcement Officer~~ Park Attendant III Principal Recreation Leader
RANGE IV ~~10.75 – 14.40~~10.77 – 13.45 ~~Recreation Leader II~~ Senior Service Aide III	**RANGE IX** ~~13.72 – 18.39~~12.18 – 15.22 Water Safety Instructor ~~Currently No Classifications~~
RANGE V ~~11.29 – 15.13~~11.04 – 13.79 Clerk Aide ~~Park Attendant III~~ ~~Principal Recreation Leader~~	**RANGE X** ~~**Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of $100.00 per hour.**~~12.49 – 15.60 Currently No Classifications ~~Department Specialist~~ ~~Maintenance Specialist~~ ~~Recreation Specialist I~~ ~~Recreation Specialist II~~ ~~Swimming Pool Manager~~ ~~Tiny Tot Instructor~~

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY COMPENSATION PLAN
January 2016

RANGE XI **12.80 – 15.99** Currently No Classifications	**RANGE XVI** **14.48 – 18.09** Currently No Classifications
RANGE XII **13.12 – 16.39** Currently No Classifications	**RANGE XVII** **14.85 – 18.54** Currently No Classifications
RANGE XIII **13.45 – 16.80** Currently No Classifications	**RANGE XVIII** Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of $100.00 per hour. Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor
RANGE XIV **13.79 – 17.22** Currently No Classifications	
RANGE XV **14.13 – 17.65** Parking Enforcement Officer	

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

RESOLUTION NO. ~~2015-123~~2016-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND REESTABLISHING THE UNCLASSIFIED SERVICE SCHEDULE OF THE CITY

WHEREAS, Section 19-9 of the Escondido Municipal Code provides that positions in the unclassified service shall be established by resolution of the City Council; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend said Unclassified Service Schedule;

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 Unclassified Service Schedule on file in the Office of the City Clerk is hereby amended and re-established as set forth on Exhibit "A."

3. That this resolution supercedes Resolution No. ~~2014-99~~2015-123.

UNCLASSIFIED POSITIONS – ~~JULY 2015~~JANUARY 2016

1. Accountant I/II
2. Accounting Assistant I/II
3. Administrative Coordinator
4. Applications Development Manager
5. Asset Program Manager
6. Assistant Canal Superintendent
7. Assistant Chief of Police
8. Assistant City Attorney
9. Assistant City Attorney/Litigation
10. Assistant City Clerk
11. Assistant City Engineer
12. Assistant City Manager
13. Assistant Director of Community Services
14. Assistant Director of Finance
15. Assistant Director of Human Resources
16. Assistant Director of Planning
17. Assistant Director of Public Works/Engineering
18. Assistant Environmental Programs Specialist
19. Building Maintenance Superintendent
20. Building Official
21. Budget Manager
22. Canal Assistant I/II
23. Canal Superintendent
24. Chief of Police

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25. City Clerk
26. Code Enforcement Manager
27. Collections Officer
28. Control Systems Analyst
29. Crime Analyst
30. Department Aide
31. Department Assistant
32. Deputy Building Official
33. Deputy City Attorney
34. Deputy City Clerk
35. Deputy City Librarian
36. Deputy Director of Planning
37. Deputy Director of Public Works/Maintenance
38. Deputy Director of Public Works/Operations
39. Deputy Director of Utilities/Construction & Engineering
40. Deputy Director of Utilities/Wastewater
41. Deputy Director of Utilities/Water
42. Deputy Fire Chief
43. Design & Construction Project Manager
44. Director of Administrative Services
45. Director of Community Development
46. Director of Economic Development & Community Relations
47. Director of Information Systems
48. Director of Library & Community Services
49. Director of Public Works
50. Director of Utilities

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51. Division Coordinator

52. Emergency/Disaster Preparedness Manager

~~52.~~53. Emergency Medical Services Program Coordinator

~~53.~~54. Environmental Programs Manager

~~54.~~55. Environmental Programs Manager/Utilities

~~55.~~56. Environmental Programs Specialist

~~56.~~57. Executive Assistant to the City Attorney

~~57.~~58. Executive Assistant to the City Manager

~~58.~~59. Executive Office Coordinator

~~59.~~60. Executive Office Specialist

~~60.~~61. Facilities Associate

~~61.~~62. Finance Manager

~~62.~~63. Fire Administrative Services Manager

~~63.~~64. Fire Battalion Chief

~~64.~~65. Fire Chief

~~65.~~66. Fire Division Chief

~~66.~~67. Fire Marshal

~~67.~~68. Fleet Maintenance Superintendent

~~68.~~69. Forensic Technician

~~69.~~70. Geographic Information Systems Analyst

~~70.~~71. Geographic Information Systems Manager

~~71.~~72. Housing Manager

~~72.~~73. Human Resources Analyst I/II

~~73.~~74. Human Resources Coordinator

~~74.~~75. Human Resources Technician I/II

~~75.~~76. Investment Officer I/II

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~~76.~~77. Laboratory Superintendent

~~77.~~78. Lakes & Open Space Superintendent

~~78.~~79. Legal Assistant

~~79.~~80. Legal Secretary

~~80.~~81. Maintenance & Operations Coordinator

~~81.~~82. Management Analyst I/II

83. Neighborhood Services Manager

~~82.~~84. Network Administrator

~~83.~~85. Network Manager

~~84.~~86. Network Systems Engineer

~~85.~~87. Network Systems Technician I/II/III

~~86.~~88. Older Adult Services Manager

~~87.~~89. Parks & Open Space Administrator

~~88.~~90. Parks & Open Space Superintendent

~~89.~~91. Payroll Analyst

~~90.~~92. Payroll Technician I/II

~~91.~~93. Police Captain

~~92.~~94. Police Lieutenant

~~93.~~95. Police Projects Specialist

~~94.~~96. Police Records Manager

~~95.~~97. Police Services Analyst

~~96.~~98. Police Services Bureau Manager

~~97.~~99. Police Services Technician

~~98.~~100. Principal Engineer

~~99.~~101. Principal Librarian

~~100.~~102. Principal Planner

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~~101.~~103. Program Administrator

~~102.~~104. Programmer Analyst I/II

~~103.~~105. Public Safety Communications Manager

~~104.~~106. Public Safety Systems Analyst

~~105.~~107. Public Safety Systems Manager

~~106.~~108. Publications Coordinator I/II

~~107.~~109. Real Property Manager

~~108.~~110. Revenue Manager

~~109.~~111. Risk & Safety Coordinator

~~110.~~112. Risk & Safety Manager

~~111.~~113. Senior Accounting Assistant

~~112.~~114. Senior Crime Analyst

~~113.~~115. Senior Deputy City Attorney

~~114.~~116. Senior Engineer

~~115.~~117. Senior Environmental Program Specialist

~~116.~~118. Senior Human Resources Analyst

~~117.~~119. Senior Legal Assistant

~~118.~~120. Senior Management Analyst

~~119.~~121. Senior Network Systems Engineer

~~120.~~122. Senior Planner

~~121.~~123. Senior Safety Analyst

~~122.~~124. Special Events/Economic Development Coordinator

~~123.~~125. Special Projects Associate

~~124.~~126. Systems Analyst I/II

~~125.~~127. Telecommunications Specialist

~~126.~~128. Tourism & Marketing Administrator

~~127.~~129. Treasury Manager

~~128.~~130. Utilities Analyst

~~129.~~131. Utilities Construction Project Manager

~~130.~~132. Utilities Maintenance Superintendent

~~131.~~133. Utilities Manager

~~132.~~134. Wastewater Treatment Plant Superintendent

~~133.~~135. Water Distribution Superintendent

~~134.~~136. Water Treatment Plant Superintendent

~~135.~~137. Web Design Technician I/II

Agenda Item No.: 7
Date: March 23, 2016

RESOLUTION NO. 2016-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND RE-ESTABLISHING THE UNCLASSIFIED SALARY BANDS FOR CERTAIN POSITIONS IN THE MANAGEMENT GROUP

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary bands established by Resolution No. 2015-121;

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 salary bands for the positions listed in Exhibit "A," which is attached to this Resolution and incorporated by this reference, are established.

3. That this resolution supersedes Resolution No. 2015-121.

MANAGEMENT UNCLASSIFIED SALARY BANDS

Band 32 $13,699 - $18,494

Assistant City Manager

Band 31 $13,047 - $17,613
Assistant City Attorney
Assistant City Attorney/Litigation

Band 30 $12,426 - $16,775

Chief of Police
Fire Chief

Band 29 $11,833 - $15,975

Band 28 $11,271 - $15,215

Band 27 $10,733 - $14,490

Assistant Chief of Police
Deputy Fire Chief
Director of Administrative Services
Director of Utilities

Band 26 $10,222 - $13,800

Director of Community Development
Director of Economic Development & Comm Relations
Director of Information Systems
Director of Public Works
Police Captain

Band 25 $9,736 - $13,144

Fire Division Chief

Band 24 $9,272 - $12,518

Director of Library & Community Services
Police Lieutenant

Band 23 $8,831 - $11,921

Assistant Director of Finance
Assistant Director of Human Resources
Assistant Director of Planning
Assistant Director of Public Works/Engineering
City Clerk
Deputy Director of Utilities/Construction & Engineering
Deputy Director of Utilities/Wastewater
Deputy Director of Utilities/Water
Fire Battalion Chief
Utilities Manager

Band 22 $8,410 - $11,354

Fire Marshal
Senior Deputy City Attorney

Band 21 $8,010 - $10,813

Assistant City Engineer
Building Official
Wastewater Treatment Plant Superintendent
Water Treatment Plant Superintendent

Band 20 $7,629 - $10,298

Assistant Director of Community Services
Deputy Director of Planning
Deputy Director of Public Works/Maintenance
Deputy Director of Public Works/Operations

Band 19 $7,265 - $9,808

Network Manager
Principal Engineer
Principal Planner
Risk & Safety Manager

Band 18 $6,919 - $9,341

Applications Development Manager
Budget Manager
Code Enforcement Manager
Finance Manager
Housing Manager
Revenue Manager
Senior Engineer
Treasury Manager
Utilities Maintenance Superintendent

Band 17 $6,589 - $8,896

Deputy City Attorney
Environmental Programs Manager Laboratory Superintendent
Real Property Manager
Water Distribution Superintendent

Band 16 $6,276 - $8,473

Deputy Building Official
Design & Construction Project Manager
Environmental Programs Manager/Utilities
Investment Officer II
Utilities Construction Project Manager

Band 15 $5,977 - $8,069

Building Maintenance Superintendent
Deputy City Librarian
Fleet Maintenance Superintendent
Parks & Open Space Superintendent
Senior Network Systems Engineer

Band 14 $5,692 - $7,685

Assistant City Clerk
Emergency/Disaster Preparedness Manager
Fire Administrative Services Manager
Investment Officer I
Police Services Bureau Manager
Public Safety Communications Manager
Public Safety Systems Manager
Senior Human Resources Analyst
Senior Planner

Band 13 $5,422 - $7,319

Asset Program Manager
Geographic Information Systems Manager
Neighborhood Services Manager
Police Services Analyst
Principal Librarian
Senior Management Analyst
Special Projects Associate

Band 12 $5,163 - $6,970

Accountant II
Lakes & Open Space Superintendent
Management Analyst II
Older Adult Services Manager
Parks & Open Space Administrator

Band 11 $4,916 - $6,638

Canal Superintendent
Human Resources Analyst II
Utilities Analyst

Band 10 $4,683 - $6,323

Police Records Manager
Senior Crime Analyst

Band 9 $4,459 - $6,021

Human Resources Analyst I
Management Analyst I
Program Administrator
Special Events/Econ Development Coordinator
Tourism & Marketing Administrator

Band 8 $4,248 - $5,735

Accountant I
Crime Analyst

Band 6 $3,853 - $5,201

Band 5 $3,561 - $4,808

Flat Rate Salaries

City Manager
City Attorney

Elected — Flat Rate Salaries

City Treasurer

Agenda Item No.: 7
Date: March 23, 2016

RESOLUTION NO. 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND RE-ESTABLISHING THE UNCLASSIFIED SALARY PLANS FOR CERTAIN POSITIONS IN THE CLERICAL/ TECHNICAL GROUP

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary plans established by Resolution No. 2015-122;

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 salary plans are re-established for the positions listed in Exhibit "A" and corresponding monthly rates set forth in Exhibit "B," which are both attached to this Resolution and are incorporated by this reference.

3. That this resolution supersedes Resolution No. 2015-122.

UNCLASSIFIED CLERICAL/TECHNICAL SALARY PLANS

Band H: $4,468 - $7,248

Assistant Canal Superintendent

UCT A54: $7,135 - $8,673

Control Systems Analyst

UCT A50: $6,464 - $7,857

Systems Analyst II

UCT A46: $5,856 - $7,118

Systems Analyst I

UCT A44: $5,574 - $6,775

Senior Environmental Program Specialist

UCT A43: $5,438 - $6,610

Senior Legal Assistant

UCT A42: $5,305 - $6,449

GIS Analyst
Network Systems Engineer
Public Safety Systems Analyst
Senior Safety Analyst

UCT A40: $5,050 - $6,138

Environmental Programs Specialist
Network Administrator

UCT A38: $4,806 - $5,842

Executive Assistant – City Attorney
Executive Assistant – City Manager

UCT A37: $4,689 - $5,700

Legal Assistant
Programmer Analyst II

UCT A36: $4,575 - $5,561

Deputy City Clerk
Forensic Technician

UCT A35: $4,463 - $5,425

Human Resources Coordinator

UCT A34: $4,354 - $5,293

Emergency Medical Services Program Coordinator

UCT A33: $4,248 - $5,164

Payroll Analyst
Programmer Analyst I
Risk & Safety Coordinator

UCT A32: $4,145 - $5,038

Network Systems Technician III

UCT A31: $4,044 - $4,915

Facilities Associate

UCT A30: $3,945 - $4,795

Administrative Coordinator

UCT A29: $3,849 - $4,678

Assistant Environmental Programs Specialist
Human Resources Technician II
Legal Secretary
Telecommunications Specialist

UCT A28: $3,755 - $4,564

Network Systems Technician II
Payroll Technician II
Web Design Technician II

UCT A27: $3,663 - $4,453

Collections Officer
Maintenance & Operations Coordinator

UCT A26: $3,574 - $4,344

Executive Office Coordinator

UCT A25: $3,487 - $4,238

Human Resources Technician I
Police Services Technician

UCT A24: $3,402 - $4,135

Network Systems Technician I
Payroll Technician I
Web Design Technician I

UCT A23: $3,319 - $4,034

Canal Assistant II
Division Coordinator
Publications Coordinator II
Sr. Accounting Assistant

UCT A21: $3,159 - $3,840

Police Projects Specialist

UCT A19: $3,007 - $3,655

Canal Assistant I
Executive Office Specialist
Publications Coordinator I

UCT A17: $2,862 - $3,478

Accounting Assistant II
Department Assistant

UCT A13: $2,593 - $3,151

Accounting Assistant I

UCT A11: $2,468 - $2,999

Department Aide

UNCLASSIFIED MONTHLY PAY SCHEDULE
February 3, 2016

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5
UCT A11	$2,468.000	$2,591.000	$2,721.000	$2,857.000	$2,999.000
UCT A13	$2,593.000	$2,722.000	$2,858.000	$3,001.000	$3,151.000
UCT A17	$2,862.000	$3,005.000	$3,155.000	$3,313.000	$3,478.000
UCT A19	$3,007.000	$3,157.000	$3,315.000	$3,480.000	$3,655.000
UCT A21	$3,159.000	$3,317.000	$3,483.000	$3,657.000	$3,840.000
UCT A23	$3,319.000	$3,485.000	$3,659.000	$3,842.000	$4,034.000
UCT A24	$3,402.000	$3,572.000	$3,750.000	$3,938.000	$4,135.000
UCT A25	$3,487.000	$3,661.000	$3,844.000	$4,036.000	$4,238.000
UCT A26	$3,574.000	$3,753.000	$3,940.000	$4,137.000	$4,344.000
UCT A27	$3,663.000	$3,846.000	$4,039.000	$4,241.000	$4,453.000
UCT A28	$3,755.000	$3,943.000	$4,140.000	$4,347.000	$4,564.000
UCT A29	$3,849.000	$4,041.000	$4,243.000	$4,455.000	$4,678.000
UCT A30	$3,945.000	$4,142.000	$4,349.000	$4,567.000	$4,795.000
UCT A31	$4,044.000	$4,246.000	$4,458.000	$4,681.000	$4,915.000

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5
UCT A33	$4,248.000	$4,461.000	$4,684.000	$4,918.000	$5,164.000
UCT A34	$4,354.000	$4,572.000	$4,801.000	$5,041.000	$5,293.000
UCT A35	$4,463.000	$4,686.000	$4,921.000	$5,167.000	$5,425.000
UCT A36	$4,575.000	$4,804.000	$5,044.000	$5,296.000	$5,561.000
UCT A37	$4,689.000	$4,924.000	$5,170.000	$5,428.000	$5,700.000
UCT A38	$4,806.000	$5,047.000	$5,299.000	$5,564.000	$5,842.000
UCT A40	$5,050.000	$5,302.000	$5,567.000	$5,846.000	$6,138.000
UCT A42	$5,305.000	$5,571.000	$5,849.000	$6,142.000	$6,449.000
UCT A43	$5,438.000	$5,710.000	$5,995.000	$6,295.000	$6,610.000
UCT A44	$5,574.000	$5,853.000	$6,145.000	$6,453.000	$6,775.000
UCT A46	$5,856.000	$6,149.000	$6,456.000	$6,779.000	$7,118.000
UCT A50	$6,464.000	$6,787.000	$7,127.000	$7,483.000	$7,857.000
UCT A54	$7,135.000	$7,492.000	$7,867.000	$8,260.000	$8,673.000

Agenda Item No.: 7
Date: March 23, 2016

RESOLUTION NO. 2016-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE PART-TIME PAY PLAN

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay Schedule;

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

1. That the above recitations are true and correct.

2. That the part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A" and corresponding hourly step rates set forth in Exhibit "B," which are both attached to this Resolution and incorporated by this reference.

3. That this resolution supersedes Resolution No. 2014-101.

PART-TIME HOURLY COMPENSATION PLAN
January 2016

RANGE I **10.00 – 12.49**	**RANGE VI** **11.31 – 14.13**
Library Page Maintenance Aide I Park Attendant I Recreation Leader I School Crossing Guard Swimming Aide I Senior Service Aide I	Currently No Classifications
RANGE II **10.25 – 12.80**	**RANGE VII** **11.60 – 14.48**
Maintenance Aide II Swimming Aide II Senior Service Aide II	Recreation Leader II
RANGE III **10.51 – 13.12**	**RANGE VIII** **11.89 – 14.48**
Lifeguard Park Attendant II	Park Attendant III Principal Recreation Leader
RANGE IV **10.77 – 13.45**	**RANGE IX** **12.18 – 15.22**
Senior Service Aide III	Water Safety Instructor
RANGE V **11.04 – 13.79**	**RANGE X** **12.49 – 15.60**
Clerk Aide	Currently No Classifications

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY COMPENSATION PLAN
January 2016

RANGE XI **12.80 – 15.99** Currently No Classifications	**RANGE XVI** **14.48 – 18.09** Currently No Classifications
RANGE XII **13.12 – 16.39** Currently No Classifications	**RANGE XVII** **14.85 – 18.54** Currently No Classifications
RANGE XIII **13.45 – 16.80** Currently No Classifications	**RANGE XVIII** Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of $100.00 per hour. Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor
RANGE XIV **13.79 – 17.22** Currently No Classifications	
RANGE XV **14.13 – 17.65** Parking Enforcement Officer	

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY PAY SCHEDULE
January 1, 2016

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range I - Base Rate	$10.000000	$10.250000	$10.506250	$10.768906	$11.038129	$11.314082	$11.596934	$11.886858	$12.184029	$12.488630
Range II - Base Rate	$10.250000	$10.506250	$10.768906	$11.038129	$11.314082	$11.596934	$11.886858	$12.184029	$12.488630	$12.800845
Range III - Base Rate	$10.506250	$10.768906	$11.038129	$11.314082	$11.596934	$11.886858	$12.184029	$12.488630	$12.800845	$13.120867
Range IV - Base Rate	$10.768906	$11.038129	$11.314082	$11.596934	$11.886858	$12.184029	$12.488630	$12.800845	$13.120867	$13.448888
Range V - Base Rate	$11.038129	$11.314082	$11.596934	$11.886858	$12.184029	$12.488630	$12.800845	$13.120867	$13.448888	$13.785110
Range VI - Base Rate	$11.314082	$11.596934	$11.886858	$12.184029	$12.488630	$12.800845	$13.120867	$13.448888	$13.785110	$14.129738
Range VII - Base Rate	$11.596934	$11.886858	$12.184029	$12.488630	$12.800845	$13.120867	$13.448888	$13.785110	$14.129738	$14.482982
Range VIII - Base Rate	$11.886858	$12.184029	$12.488630	$12.800845	$13.120867	$13.448888	$13.785110	$14.129738	$14.482982	$14.845056
Range IX - Base Rate	$12.184029	$12.488630	$12.800845	$13.120867	$13.448888	$13.785110	$14.129738	$14.482982	$14.845056	$15.216183
Range X - Base Rate	$12.488630	$12.800845	$13.120867	$13.448888	$13.785110	$14.129738	$14.482982	$14.845056	$15.216183	$15.596587
Range XI - Base Rate	$12.800845	$13.120867	$13.448888	$13.785110	$14.129738	$14.482982	$14.845056	$15.216183	$15.596587	$15.986502
Range XII - Base Rate	$13.120867	$13.448888	$13.785110	$14.129738	$14.482982	$14.845056	$15.216183	$15.596587	$15.986502	$16.386164
Range XIII - Base Rate	$13.448888	$13.785110	$14.129738	$14.482982	$14.845056	$15.216183	$15.596587	$15.986502	$16.386164	$16.795819
Range XIV - Base Rate	$13.785110	$14.129738	$14.482982	$14.845056	$15.216183	$15.596587	$15.986502	$16.386164	$16.795819	$17.215714
Range XV - Base Rate	$14.129738	$14.482982	$14.845056	$15.216183	$15.596587	$15.986502	$16.386164	$16.795819	$17.215714	$17.646107
Range XVI - Base Rate	$14.482982	14.8450562	15.216183	15.596587	15.986502	16.3861644	16.7958185	17.215714	17.6461068	18.087259
Range XVII - Base Rate	$14.845056	15.2161826	15.596587	15.986502	16.386164	16.7958185	17.215714	17.6461068	18.0872595	18.539441
Range XVIII - Base Rate	Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of $100.00 per hour.									

Agenda Item No.: 7
Date: March 23, 2016

RESOLUTION NO. 2016-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND REESTABLISHING THE UNCLASSIFIED SERVICE SCHEDULE OF THE CITY

WHEREAS, Section 19-9 of the Escondido Municipal Code provides that positions in the unclassified service shall be established by resolution of the City Council; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend said Unclassified Service Schedule;

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 Unclassified Service Schedule on file in the Office of the City Clerk is hereby amended and re-established as set forth on Exhibit "A," which is attached to this Resolution and incorporated by this reference.

3. That this resolution supercedes Resolution No. 2015-123.

UNCLASSIFIED POSITIONS – JANUARY 2016

1. Accountant I/II
2. Accounting Assistant I/II
3. Administrative Coordinator
4. Applications Development Manager
5. Asset Program Manager
6. Assistant Canal Superintendent
7. Assistant Chief of Police
8. Assistant City Attorney
9. Assistant City Attorney/Litigation
10. Assistant City Clerk
11. Assistant City Engineer
12. Assistant City Manager
13. Assistant Director of Community Services
14. Assistant Director of Finance
15. Assistant Director of Human Resources
16. Assistant Director of Planning
17. Assistant Director of Public Works/Engineering
18. Assistant Environmental Programs Specialist
19. Building Maintenance Superintendent
20. Building Official
21. Budget Manager
22. Canal Assistant I/II
23. Canal Superintendent
24. Chief of Police

25. City Clerk
26. Code Enforcement Manager
27. Collections Officer
28. Control Systems Analyst
29. Crime Analyst
30. Department Aide
31. Department Assistant
32. Deputy Building Official
33. Deputy City Attorney
34. Deputy City Clerk
35. Deputy City Librarian
36. Deputy Director of Planning
37. Deputy Director of Public Works/Maintenance
38. Deputy Director of Public Works/Operations
39. Deputy Director of Utilities/Construction & Engineering
40. Deputy Director of Utilities/Wastewater
41. Deputy Director of Utilities/Water
42. Deputy Fire Chief
43. Design & Construction Project Manager
44. Director of Administrative Services
45. Director of Community Development
46. Director of Economic Development & Community Relations
47. Director of Information Systems
48. Director of Library & Community Services
49. Director of Public Works

50. Director of Utilities
51. Division Coordinator
52. Emergency/Disaster Preparedness Manager
53. Emergency Medical Services Program Coordinator
54. Environmental Programs Manager
55. Environmental Programs Manager/Utilities
56. Environmental Programs Specialist
57. Executive Assistant to the City Attorney
58. Executive Assistant to the City Manager
59. Executive Office Coordinator
60. Executive Office Specialist
61. Facilities Associate
62. Finance Manager
63. Fire Administrative Services Manager
64. Fire Battalion Chief
65. Fire Chief
66. Fire Division Chief
67. Fire Marshal
68. Fleet Maintenance Superintendent
69. Forensic Technician
70. Geographic Information Systems Analyst
71. Geographic Information Systems Manager
72. Housing Manager
73. Human Resources Analyst I/II
74. Human Resources Coordinator

75. Human Resources Technician I/II
76. Investment Officer I/II
77. Laboratory Superintendent
78. Lakes & Open Space Superintendent
79. Legal Assistant
80. Legal Secretary
81. Maintenance & Operations Coordinator
82. Management Analyst I/II
83. Neighborhood Services Manager
84. Network Administrator
85. Network Manager
86. Network Systems Engineer
87. Network Systems Technician I/II/III
88. Older Adult Services Manager
89. Parks & Open Space Administrator
90. Parks & Open Space Superintendent
91. Payroll Analyst
92. Payroll Technician I/II
93. Police Captain
94. Police Lieutenant
95. Police Projects Specialist
96. Police Records Manager
97. Police Services Analyst
98. Police Services Bureau Manager
99. Police Services Technician

100. Principal Engineer

101. Principal Librarian

102. Principal Planner

103. Program Administrator

104. Programmer Analyst I/II

105. Public Safety Communications Manager

106. Public Safety Systems Analyst

107. Public Safety Systems Manager

108. Publications Coordinator I/II

109. Real Property Manager

110. Revenue Manager

111. Risk & Safety Coordinator

112. Risk & Safety Manager

113. Senior Accounting Assistant

114. Senior Crime Analyst

115. Senior Deputy City Attorney

116. Senior Engineer

117. Senior Environmental Program Specialist

118. Senior Human Resources Analyst

119. Senior Legal Assistant

120. Senior Management Analyst

121. Senior Network Systems Engineer

122. Senior Planner

123. Senior Safety Analyst

124. Special Events/Economic Development Coordinator

125. Special Projects Associate

126. Systems Analyst I/II

127. Telecommunications Specialist

128. Tourism & Marketing Administrator

129. Treasury Manager

130. Utilities Analyst

131. Utilities Construction Project Manager

132. Utilities Maintenance Superintendent

133. Utilities Manager

134. Wastewater Treatment Plant Superintendent

135. Water Distribution Superintendent

136. Water Treatment Plant Superintendent

137. Web Design Technician I/II

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 8
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Jodi Vinson, Risk & Safety Manager

SUBJECT: Memorandum of Understanding for the Property Program and the Excess Liability Program provided by the California State Association of Counties (CSAC) Excess Insurance Authority (EIA).

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-35, acknowledging and authorizing the City Manager to execute the Memorandum of Understanding with CSAC-EIA for the Property Program effective March 31, 2016; and the Memorandum of Understanding for the Excess Liability Program effective July 1, 2016.

FISCAL ANALYSIS:

Our agreement with CSAC is that they will continue with the same rates we had with SANDPIPA. There is a nominal savings the first year.

PREVIOUS ACTION:

On April 22, 2015, the City Council approved Resolution No. 2015-57, terminating the SANDPIPA Joint Powers Authority (JPA), effective July 1, 2016.

BACKGROUND:

The City is currently a member of SANDPIPA, a risk sharing joint powers authority comprised of twelve local cities. The JPA was established in 1986, with the mission to pool certain losses, claims and funds, and to allow for a mechanism to jointly purchase insurance coverage at economical rates. As part of SANDPIPA's transition toward termination of the JPA effective July 1, 2016, the JPA Board of Directors unanimously approved SANDPIPA joining CSAC-EIA as a group purchase, effective July 1, 2015, and participating in their Excess Liability Program for the current fiscal year.

CSAC-EIA is a statewide joint powers authority comprised of more than 1,800 counties, cities and other public agencies. As a large pool, CSAC-EIA is able to offer a variety of loss prevention, claims,

technology and insurance services. As a member of the CSAC-EIA Workers' Compensation Program since 2003, the City already utilizes and is familiar with a variety of these resources.

With the impending termination of SANDPIPA, City staff, in conjunction with SANDPIPA and the City's insurance broker, Alliant Insurance Services, evaluated several provider options for excess liability and property insurance coverage on the basis of cost and value, and identified CSAC-EIA as the most competitive option. Over the past months, the CSAC-EIA Executive Team has met with SANDPIPA members to assist in the transition process toward individual member city participation in both the Property Program, as well as the CSAC-EIA Excess Liability Program. SANDPIPA members are currently covered with Alliant's Property Insurance Program (APIP). Coverage under the CSAC-EIA Property Program is comparable to the existing coverage as the carriers are primarily the same, and premium rates are similar.

CSAC-EIA requires that each member city execute a Memorandum of Understanding binding coverage under both the Property Program and the Excess Liability Program. Resolution No. 2016-35 authorizes the City Manager to execute the Memorandum of Understanding with CSAC-EIA for the Property Program effective March 31, 2016, and the Memorandum of Understanding for the Excess Liability Program effective July 1, 2016.

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

Cheri Lowry for
Jodi Vinson
Risk & Safety Manager

Agenda Item No.: 8
Date: March 23, 2016

RESOLUTION NO. 2016-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR THE PROPERTY PROGRAM AND THE EXCESS LIABILITY PROGRAM WITH THE CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY

WHEREAS, the City of Escondido ("City") is a member of a joint powers authority, the "San Diego County Cities Joint Powers Agreement for risk management services and related insurance coverages creating the San Diego Pooled Insurance Program Authority for Municipal Entities" ("SANDPIPA"); and

WHEREAS, the City adopted Resolution No. 2015-57, terminating the SANDPIPA Joint Powers Authority, effective July 1, 2016; and

WHEREAS, the SANDPIPA member cities jointly purchased property program insurance coverage; and

WHEREAS, the City has determined it is in the best interest of the City and in the public interest to participate in a joint purchase of property program insurance coverage with CSAC-EIA effective March 31, 2016; and

WHEREAS, the City joined the California State Association of Counties ("CSAC") Excess Insurance Authority ("EIA"), as a member agency of SANDPIPA for the purpose of obtaining excess liability program insurance coverage for Fiscal Year 2015-2016; and

WHEREAS, the City desires to continue as an individual member agency of CSAC-EIA for the purpose of jointly funding excess liability program insurance coverage effective July 1, 2016; and

WHEREAS, CSAC-EIA requires the governing board of each member agency to designate an authorized representative to acknowledge and execute the Memorandum of Understanding ("MOU") effectuating coverage under both the Property Program and the Excess Liability Program;

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 Manager is authorized to execute, on behalf of the City, the CSAC-EIA MOU Property Program, (Amended June 19, 2008), effective March 31, 2016.

3. That the City Manager is authorized to execute, on behalf of the City, the CSAC-EIA MOU Excess Liability Program, (Amended March 6, 2009), effective July 1, 2016.

4. That a copy of the CSAC-EIA Property Program MOU and Excess Liability Program MOU are attached as Exhibits "1" and "2," and are incorporated by this reference.

EXHIBIT 1

Adopted: June 4, 1999
Amended: October 1, 2004
Amended: June 19, 2008

Resolution No. 2016-35
EXHIBIT 1
Page 1 of 3

MEMORANDUM OF UNDERSTANDING
PROPERTY PROGRAM

This Memorandum of Understanding is entered into by and between the CSAC Excess Insurance Authority (hereinafter referred to as the "Authority") and the participating members who are signatories to this Memorandum.

1. **Joint Powers Agreement**. Except as is otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter referred to as "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall also be applicable.

2. **Program Committee**. There is hereby established a Property Program Committee (hereinafter referred to as "Property Committee" or "Committee") and, except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the members including, but not limited to, approval of new members and premium/rate setting and establishment of policies regarding data submission and provisions for notice of withdrawal, as long as such policies are not in conflict with the Joint Powers Agreement.

The Property Committee shall consist of eleven (11) voting members and two (2) alternates. The Executive Committee of the Authority shall appoint the Committee members, to be selected from members in the Program as follows: Seven (7) of the Committee members are to be appointed from the members who make up the top fourteen (14) members according to the amount of annual property premium paid ("Large Members"). Two (2) of the Committee members are to be appointed from those remaining members not within the top fourteen (14) members ("Smaller Members"). One (1) of the members may be appointed from any member ("At Large"). The remaining seat shall be designated for a Public Entity member. If there are no Public Entity nominees or not enough members available from a category (Large, Smaller, At Large), the Executive Committee shall make the appointment from members participating in the Program without regard to category. The two alternates may be appointed from any member.

The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative and the alternate representatives whose terms shall be for one (1) year. The expiration dates of the two-year appointments shall be staggered so that terms of no more than five (5) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice-Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the "Bylaws").

Resolution No. 2016-35
EXHIBIT 1
Page 2 of 3

A majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Property Committee shall require the affirmative vote of a majority of the members of the Committee. Any meeting of the Committee shall be subject to the applicable provisions of Government Code § 54950 et seq., commonly known as the "Brown Act."

3. **Premiums.** The participating members, in accordance with the provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Property Program. Annual premium contributions, including administrative costs associated with the Program shall be established by the Property Committee.

4. **Cost Allocation.** Each member's share of annual premium shall be determined by the Property Committee however, the Committee may delegate any or all of this authority as it deems appropriate.

5. **Application to the Program**. All applications to join the Property Program will be evaluated and subject to approval by the Committee and the underwriter. Any entity which makes application to become a participating member of the Program who is not already a participating member in the Authority must also be approved in accordance with the provisions of Article 19 of the Agreement.

New members may be added to the Program during the term of the coverage year on a pro-rata basis.

6. **Withdrawal and/or Cancellation From the Program**. Withdrawal of a member from the Program shall be in accordance with the withdrawal provisions of Article 20 or 21 of the Agreement.

7. **Late Payments.** All provisions for payments shall be in accordance with the Invoicing and Payment Policy adopted by the Board of Directors. Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

8. **Resolution of Disputes**. Any question or dispute with respect to the rights and obligations of the parties to this Memorandum shall be determined in accordance with Article 31 of the Agreement, Dispute Resolution.

9. **Amendment**. This Memorandum may be amended by a majority vote of the Property Committee, upon ninety (90) days advance written notice to the members and county counsels. Each member shall approve of any amendment by signature on the Memorandum by a member's representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the member will be deemed to have withdrawn from the Program on the next annual renewal date.

Resolution No. 2016-35
EXHIBIT 1
Page 3 of 3

10. **Complete Agreement**. Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

11. **Severability.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

12. **Effective Date of Agreement**. This Memorandum shall become effective on the date of coverage for the member or upon approval by the Property Committee of any amendment, whichever is later.

13. **Execution in Counterparts**. This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date set forth below.

6/19/2008
Dated

CSAC Excess Insurance Authority

_____
Dated

Member Entity: _____

EXHIBIT 2

Adopted: March 5, 1993
Amended: October 2, 1998
Amended: October 6, 2006
Amended: March 6, 2009

Resolution No. 2016-35
EXHIBIT 2
Page 1 of 2

MEMORANDUM OF UNDERSTANDING
EXCESS LIABILITY PROGRAM

This Memorandum of Understanding is entered into by and between the CSAC Excess Insurance Authority (hereinafter referred to as the "Authority") and the participating members who are signatories to this Memorandum.

1. **JOINT POWERS AGREEMENT.** Except as otherwise provided, all terms used herein shall be as defined in Article 1 of Joint Powers Agreement Creating the Excess Insurance Authority (hereinafter referred to as "Agreement"), provisions of any applicable coverage agreement and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

2. **ANNUAL PREMIUM.** The participating members, in accordance with the provisions of Article 14(b)(2) of the Agreement, shall be assessed an annual premium for the purpose of funding the Program. Annual premiums shall include the participating member's share of expected losses for the policy period, including incurred but not reported losses (IBNR), as well as margin for contingencies based upon a confidence level as determined by the Board of Directors of the Authority (hereinafter Board), and adjustments, if any, for a surplus or deficit from all program policy periods. In addition, the premium shall include program reinsurance costs and program administrative costs, plus the Authority's general expense allocated to the Program by the Board for the next policy period.

3. **COST ALLOCATION.** Each participating member's share of annual premium shall be determined pursuant to a cost allocation plan as described in Article 14(b)(2) of the Agreement. The Board approved cost allocation plan is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Board representing the members participating in the Program.

4. **DIVIDENDS AND ASSESSMENTS.** The Program shall be funded in accordance with paragraph 2 above. As a general rule, the annual premium, as determined by the Board, shall be established at a level which shall provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. Should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement. Pro-rata dividends shall be declared as provided herein. Dividends may also be declared as deemed appropriate by the Board.

5. **CLOSURE OF POLICY PERIODS.** Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

Adopted: March 5, 1993
Amended: October 2, 1998
Amended: October 6, 2006
Amended: March 6, 2009

Resolution No. 2016-35
EXHIBIT 2
Page 2 of 21

MEMORANDUM OF UNDERSTANDING
EXCESS LIABILITY PROGRAM

This Memorandum of Understanding is entered into by and between the CSAC Excess Insurance Authority (hereinafter referred to as the "Authority") and the participating members who are signatories to this Memorandum.

1. **JOINT POWERS AGREEMENT.** Except as otherwise provided, all terms used herein shall be as defined in Article 1 of Joint Powers Agreement Creating the Excess Insurance Authority (hereinafter referred to as "Agreement"), provisions of any applicable coverage agreement and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

2. **ANNUAL PREMIUM.** The participating members, in accordance with the provisions of Article 14(b)(2) of the Agreement, shall be assessed an annual premium for the purpose of funding the Program. Annual premiums shall include the participating member's share of expected losses for the policy period, including incurred but not reported losses (IBNR), as well as margin for contingencies based upon a confidence level as determined by the Board of Directors of the Authority (hereinafter Board), and adjustments, if any, for a surplus or deficit from all program policy periods. In addition, the premium shall include program reinsurance costs and program administrative costs, plus the Authority's general expense allocated to the Program by the Board for the next policy period.

3. **COST ALLOCATION.** Each participating member's share of annual premium shall be determined pursuant to a cost allocation plan as described in Article 14(b)(2) of the Agreement. The Board approved cost allocation plan is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Board representing the members participating in the Program.

4. **DIVIDENDS AND ASSESSMENTS.** The Program shall be funded in accordance with paragraph 2 above. As a general rule, the annual premium, as determined by the Board, shall be established at a level which shall provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. Should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement. Pro-rata dividends shall be declared as provided herein. Dividends may also be declared as deemed appropriate by the Board.

5. **CLOSURE OF POLICY PERIODS.** Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

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EXHIBIT 2
Page 3 of 21

(a) Upon reaching ten (10) years of maturity after the end of a program period, that period shall be "closed" and there shall be no further dividends declared or assessments made with respect to those program periods, except as set forth in paragraph 6(a), below;

(b) Notwithstanding subparagraph (a) above, the Board may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain "open" unless the Board takes specific action to declare any of the last ten (10) policy periods closed.

(c) Dividends and assessments, other than those set forth in paragraph 6(a) below, shall be administered to the participating members based upon the proportion of premiums paid to the Program in "open" periods only. For purposes of administering dividends and assessments pursuant to this subparagraph, all "open" policy periods shall be considered as one block. New members to the Program shall become eligible for dividends and assessments upon participating in the Program for three consecutive policy periods (not less than 24 months). Participating members who withdraw from the Program prior to the three year policy period restriction are still eligible for any assessments that arose out of the policy years they participated in the Program.

6. **DECLARATION OF DIVIDENDS.** Dividends shall be payable from the Program to a participating member in accordance with its proportionate funding to the Program during all "open" policy periods except as follows:

(a) A dividend shall be declared at the time a program period is closed on all amounts which represent premium surcharge amounts assessed pursuant to Article 14(b)(3) of the Agreement where the funding exceeds the 80% confidence level. This dividend shall be distributed based upon each member's proportionate share of assessment paid and accrued to the policy period being closed.

7. **MEMORANDUM OF COVERAGE.** A Memorandum of Coverage shall be issued by the Authority evidencing membership in the Program and setting forth terms and conditions of coverage.

8. **CLAIMS ADMINISTRATION.** Each participating member shall comply with the Authority's Underwriting and Claims Administration Standards (including Addendum B - Liability Claims Administration Guidelines) as amended from time to time, and which are attached hereto as Exhibit B and incorporated herein.

9. **LATE PAYMENTS.** Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive

Resolution No. 2016-35
EXHIBIT 2
Page 4 of 21

Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

10. **RESOLUTIONS OF DISPUTES.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Joint Powers Agreement Article 31, Dispute Resolution.

11. **AMENDMENT.** This Memorandum may be amended by a two-thirds vote of the Board and signature on the Memorandum by the member's designated representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Board, the member shall be deemed to have withdrawn as of the end of the policy period.

12. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

13. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable such determination shall not affect any remaining provision.

14. **EFFECTIVE DATE.** This Memorandum shall become effective on the effective date of coverage for the member and upon approval by the Board of any amendment, whichever is later.

15. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Hereof, the undersigned have executed this Memorandum as of the date set forth below:

Dated: 3/6/2009

CSAC Excess Insurance Authority

Dated: _____

_____

Member Entity: _____

EXHIBIT A

EXCESS LIABILITY PROGRAM
COST ALLOCATION PLAN

As delegated by the Board of Directors, the Executive Committee will determine the specific allocation of all costs among the members subject to the following parameters:

Actuarial Analysis

An annual actuarial analysis will be performed using loss and exposure data collected from the members. The analysis will determine the necessary funding rates at various confidence levels and using various discount assumptions. Different rates may be developed for different groups or classes of business as is deemed necessary or appropriate by the Executive Committee. At the March Board meeting, the Board of Directors will select the funding level rates and discount factors to be used based upon the actuarial analysis and recommendations from the actuary, the Underwriting Committee and the Executive Committee.

Pool Contributions

The total needed pool contribution will be determined by multiplying the rates described above by the exposure for all of the members participating in the pool. For schools, the exposure base will be the reported Average Daily Attendance (ADA). For all other members, the exposure base will be estimated payroll for the year being funded. The Executive Committee may break the pool into different layers for allocation purposes, and may apply a different loss experience modification for each layer as is deemed appropriate based on loss frequency. In general, the lower layers will be subject to greater experience modification and the higher layers will be subject to lower experience modification or no experience modification. Within the layers, the larger members will be subject to greater experience modification than the smaller members. After the experience modification has been applied for each layer, there will be a pro-rata adjustment back to the total needed pool contribution.

Reinsurance Premiums

The reinsurance premium will be determined through negotiations with the reinsurer(s) and approved by the Board upon recommendation of the Underwriting and Executive Committees. This premium will then be allocated among the members based upon their exposure (ADA or estimated payroll).

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EXHIBIT 2
Page 6 of 21

EIA Administration Fees

The total EIA Administration Fees will be determined through the annual budgeting process with an appropriate amount allocated to the Excess Liability Program. These fees will be allocated among the members as determined by the Executive Committee. In general, the basis for this allocation will be each member's percentage of the total pool contributions and reinsurance premium.

Deviation From the Standard

The Executive Committee may establish policies to deviate from the standard allocation methodology selected for each year on a case-by-case basis, if necessary. They may also elect to further delegate some or all of the decision making herein to the Underwriting Committee.

Exhibit B

Adopted:	December 6, 1985
Amended:	January 23, 1987
Amended:	October 6, 1995
Amended:	October 1, 1999
Amended:	October 3, 2003
Amended:	October 1, 2004
Amended:	March 6, 2009

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EXHIBIT 2 of 21
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CSAC EXCESS INSURANCE AUTHORITY
UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS

I. GENERAL

A. Each Member shall appoint an official or employee of the Member to be responsible for the risk management function and to serve as a liaison between the Member and the Authority for all matters relating to risk management.

B. Each Member shall maintain a loss prevention program and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe conditions.

II. EXCESS WORKERS' COMPENSATION PROGRAM

A. Members of the Excess Workers' Compensation Program, except those members of the Primary Workers' Compensation Program whose responsibilities are outlined in Section IV below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

1. The Member shall use only qualified personnel to administer its workers' compensation claims. At least one person in the claims office (whether in-house or outside administrator) shall be certified by the State of California as a qualified administrator of self-insured workers' compensation plans.

2. Qualified defense counsel experienced in workers' compensation law and practice shall handle litigated claims. Members are encouraged to utilize attorneys who have the designation "Certified Workers' Compensation Specialist, the State Bar of California, Board of Legal Specialization".

3. The Member shall use the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) and shall advise its claims administrator that these guidelines are utilized in the Authority's workers' compensation claims audits.

B. The Member shall provide the Authority written notice of any potential excess workers' compensation claims in accordance with the requirements of the Authority's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of the Authority's Workers'

Compensation Claims Administration Guidelines (Addendum A) or as requested by the Authority and/or the Authority's excess carrier.

C. A claims administration audit utilizing the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

1. There is an unusual fluctuation in the Member's claim experience or number of large claims, or

2. There is a change of workers' compensation claims administration firms, or

3. The Member is a new member of the Excess Workers' Compensation Program.

The claims audit shall be performed by a firm selected by the Authority unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

D. Each Member shall maintain records of claims in each category of coverage (i.e. indemnity, medical, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors, Claims Review Committee, Underwriting Committee, or Executive Committee. Such records shall include both open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

III. GENERAL LIABILITY PROGRAMS

A. Members of the General Liability I or General Liability II Programs, except those members of the Primary General Liability Program whose responsibilities are outlined in Section V below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

1. The Member shall use only qualified personnel to administer its liability claims.

2. Qualified defense counsel experienced in tort liability law shall handle litigated claims. Members are encouraged to utilize defense counsel experienced in the subject at issue in the litigation.

3. The Member shall use the Liability Claims Administration Guidelines (Addendum B) and shall advise its claims administrator that these guidelines are utilized in the Authority's liability claims audits.

B. The Member shall provide the Authority written notice of any potential excess liability claim in accordance with the requirements of the Authority's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of the Authority's Liability Claims Administration Guidelines (Addendum B) or as requested by the Authority and/or the Authority's excess carrier.

C. A claims administration audit utilizing the Authority's Liability Claims Administration Guidelines (Addendum B) shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

1. There is an unusual fluctuation in the Member's claims experience or number of large claims, or

2. There is a change of liability claims administration firms, or

3. The Member is a new member of the General Liability I or General Liability II Program.

The claims audit shall be performed by a firm selected by the Authority unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

D. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

IV. PRIMARY WORKERS' COMPENSATION PROGRAM

A. Members of the Primary Workers' Compensation Program shall provide the third party administrator written notice of any claim in accordance with the requirements of the Authority. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.

B. The Authority shall be responsible for ensuring qualified personnel administer claims in the Primary Workers' Compensation Program and that claims are administered in accordance with the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A).

C. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) is performed once every two (2) years.

D. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

V. PRIMARY GENERAL LIABILITY PROGRAM

A. Members of the Primary General Liability Program shall provide the third party administrator written notice of any claim or incident in accordance with the requirements of the Authority. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.

B. The Authority shall be responsible for ensuring qualified personnel administer claims in the Primary General Liability Program and that claims are administered in accordance with the Authority's Liability Claims Administration Guidelines (Addendum B).

C. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Liability Claims Administration Guidelines (Addendum B) is performed once every two (2) years.

D. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

VI. PROPERTY PROGRAM

A. Members of the Property Program shall maintain appropriate records including a complete list of insured locations and schedule of values pertaining to all real property. Such records shall be provided to the Authority or its brokers as requested by the Executive or Property Committees.

B. Each Member shall perform a real property replacement valuation for all locations over $250,000. Valuations shall be equivalent to the Marshall Swift system and shall be performed at least once every five (5) years. New members shall have an appraisal or valuation performed within one year from entry into the Program.

VII. MEDICAL MALPRACTICE PROGRAM

A. Program I

1. Members of Medical Malpractice Program I (hereinafter Program I) shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

   a. Members of Program I shall use only qualified personnel to administer its health facility claims.

   b. Qualified defense counsel experienced in health facility law shall handle litigated claims.

   c. Members of Program I shall use the "Claims Reporting and Handling Guidelines" in the CSAC Excess Insurance Authority Medical Malpractice Program Operating and Guidelines Manual (hereinafter Operating and Guidelines Manual), and shall advise its claims administrator that these claims handling guidelines are utilized in the Authority's medical malpractice claims audits.

2. Members of Program I shall provide the Authority written notice of any potential excess claim or "major incident" in accordance with the requirements of the Authority and of the excess carrier as stated in the Operating and Guidelines Manual. Updates on such claims or major incidents shall be provided as requested by the Authority.

3. A claims administration audit utilizing the Authority's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

   a. There is an unusual fluctuation in the Member's claims experience or number of large claims, or

   b. There is a change of health facility claims administration firms, or

   c. The Member is a new member of the Medical Malpractice Program, or

d. The Medical Malpractice Committee requests an audit. The claims audit shall be performed by a firm(s) selected by the Authority. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

4. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

5. Members of Program I shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

B. Program II

1. For Medical Malpractice Program II (hereinafter Program II) Members, the Authority shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member. The Authority may contract with a third party administrator for handling of such claims.

2. The Authority shall be responsible for ensuring the third party administrator uses qualified personnel to administer Program II claims.

3. The Authority shall be responsible for ensuring qualified defense counsel experienced in health facility law shall handle litigated claims.

4. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Claims Reporting and Handing Guidelines in the Operating and Guidelines Manual shall be performed once every two (2) years.

The claims audit shall be performed by a firm(s) selected by the Authority. Recommendations made in the claims audit shall be

addressed by the third party administrator and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

5. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

VIII. SANCTIONS

A. The Authority shall provide the Member written notification of the Member's failure to meet any of the above-mentioned standards or of other concerns, which affect or could affect the Authority.

B. The Member shall provide a written response outlining a program for corrective action within sixty (60) days of receipt of the Authority's notification.

C. After approval by the Executive or applicable Program Committee of the Member's corrective program, the Member shall implement the approved program within ninety (90) days. The Member may request an additional sixty (60) days from the Executive or applicable Program Committee. Further requests for extensions shall be referred to the Board of Directors.

D. Failure to comply with subsections B or C may result in cancellation of the Member from the affected Authority Program in accordance with the provisions in the Joint Powers Agreement.

E. Notwithstanding any other provision herein, any Member may be canceled pursuant to the provision of the Joint Powers Agreement.

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EXHIBIT 2
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Adopted:	December 6, 1985
Amended:	January 23, 1987
Amended:	October 6, 1995
Amended:	October 1, 1999
Amended:	March 2, 2007
Amended:	March 5, 2010
Amended:	March 2, 2012
Adopted:	June 1, 2012

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EXHIBIT 2
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ADDENDUM B
LIABILITY
CLAIMS ADMINISTRATION GUIDELINES

The following Guidelines have been adopted by the CSAC Excess Insurance Authority (hereinafter the Authority) in accordance with Article 18(b) of the CSAC Excess Insurance Authority Joint Powers Agreement.

I. CLAIMS INVESTIGATION

A. Complete factual investigation shall be done within forty-five (45) days of the Member's knowledge of claim, including statements from participants and witnesses, appropriate official reports, and photos. (Answer questions who, what, where, when and why).

B. Develop liability issues, including immunities, comparative negligence, joint tort feasors and joint and several liability. Transfer of risk is an important aspect of any claims investigation.

C. Initiate the development of information on damages:

1. Property damage
2. Nature and extent of injuries
3. Medical costs
4. Lost wages
5. Dependency
6. Other damages

D. Obtain and review contracts that may be in effect relating to specific events, to determine whether there is any sharing or complete transfer of the risk through:

1. Hold-harmless and/or indemnity agreements
2. Additional insured requirements

E. Obtain defective products and/or other evidence, and hold it if at all possible, or at least locate where it is being held. Obtain product

information for the file. Early preservation of evidence is imperative for a proper defense.

F. Utilize experts appropriately on cases. Consideration shall be given to structured settlements and alternative dispute resolution. The Authority has a resource manual with the names, addresses, etc. on various experts who can be retained to investigate and testify on behalf of the Members.

G. Indexing.

1. All bodily injury claims shall be initially reported to the Index Bureau and re-indexed on an as needed basis thereafter.

The EIA maintains a membership with the Index Bureau that members can access.

H. Arrange appraisals for damaged property. Do not rely on the appraisal obtained by the plaintiffs' own carriers. In some instances they may not utilize the local A.C.V. and the "computerized" appraisal figure can be inflated.

II. EXCESS REPORTING REQUIREMENTS

A. First Report

It is agreed that with respect to claim reporting, the covered party, in addition to the terms set forth in this Memorandum, must report an occurrence, offense, or wrongful act as follows:

As respect to the General Liability I Program members, this includes any occurrence, offense, or wrongful act in which the amount incurred has reached 50 percent or more of their individual self-insured retention or $500,000, whichever is lower.

As respect to the General Liability II Program members, this includes any occurrence, offense, or wrongful act in which the amount incurred has reached 50 percent of their individual self-insured retention.

The Member shall give the Authority immediate written notice for any claims or suits which the Member becomes aware of that include injury of the following types:

a. Death
b. Paralysis, paraplegia, quadriplegia
c. Loss of eye(s), or limbs

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d. Spinal cord or brain injury
e. Dismemberment or amputation
f. Sensory organ or nerve injury or neurological deficit
g. Serious burns
h. Severe scarring
i. Sexual assault or battery including but not limited to rape, molestation or sexual abuse
j. Substantial disability or disfigurement
k. Any class action
l. Any claim or suit in which the Authority is named as a defendant; or
m. Any injury caused by lead.

These reporting requirements are intended to be consistent with the requirements in the current year Memorandum of Coverage (MOC). Reporting requirements specific to a loss outside the current MOC year should be verified through the MOC effective for that loss year.

Utilize the current First Report Potential Excess Liability Claims form, available through the Authority website, and transmit to the Authority by email to LiabilityClaims@csac-eia.org.

B. Update Reports

The Authority shall be provided copies of periodic reports (at least every 90 days) in order to be kept apprised of the developments of the case. On litigated cases, defense counsel shall also include the Authority on their mailing lists for copies of correspondence, reports, evaluations, interrogatory summaries, deposition summaries and medical summaries. Actual deposition transcripts, interrogatories, their answers to interrogatories and interim billings are not required.

As reserve/update changes occur, complete and transmit the current Reserve and Payment Update form available through the Authority website.

No less than thirty (30) days prior to trial, counsel shall provide a pre-trial report that discusses the following:

1. Case Summary
   - Summary of Facts
   - Critical Liability Issues
   - Expected Liability Expert Testimony
   - Critical Damage Issues
   - Expected Damage Expert Testimony
2. Evaluation

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- Potential Verdict Value
- Comparative Fault Analysis
- Probability of Defense Verdict

Throughout trial, a daily trial status update shall be provided to the Authority by defense counsel, the Member, or the Third-Party Administrator. This can be informal, such as an email or voicemail advising of the day's activities, impressions of witnesses, any impacting developments, and an update regarding the next day's schedule.

C. Closure Reports

When a case that has been reported to the Authority is settled, dismissed or closed in any other fashion, provide the Authority with the closing documents and a completed Closure Information form, available through the Authority website.

III. TORT CLAIM REQUIREMENTS/GOVERNMENT CODE

A. All notices (pertaining to claim insufficiency, returning late claims, claims rejections, etc.) shall be timely done in accordance with the relevant Governmental Code provisions.

B. Appropriate Dismissal Motions shall be made for failure to meet the applicable Code of Civil Procedure statutes for timely serving, conducting discovery or bringing a complaint to trial.

C. Proper verification of a claimant's status as to Medicare eligibility shall be completed and documented in every file involving a bodily injury. In those cases where the claimant does meet the eligibility requirements, mandatory reporting to the Center for Medicare and Medicaid Services (CMS) must be completed directly or through a reporting agent in compliance with State Children's Health Insurance Program (SCHIP) Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007.

IV. DOCUMENTATION

A. Accurate reserves shall be established based on facts known, within thirty (30) days of receipt of the investigative report. Legal and adjusting expenses shall be included. The following formula is recommended in establishing and updating the reserves for each file:

1. (Maximum Value x Member's % of Liability) + Expense Factor = Reserve.

Maximum value is the potential total amount a plaintiff could expect to receive, either through settlement or verdict, as if he/she was completely free of negligence. Maximum value shall include any potential award of plaintiff's attorney fees, such as, but not limited to, cases involving Federal Civil Rights.

Percentage of liability is determined by various factors that are discovered during an investigation. Reserves shall be adjusted accordingly, as facts are developed, to properly reflect the exposure. These factors include but are not limited to:

a. The extent of plaintiff's liability
b. The number of co-defendants and their percentage of liability
c. The ability of the co-defendants to respond financially to any settlement or verdict.
d. On cases occurring after June 3, 1986, Proposition 51 allows defendants to limit their liability on non-economic damages to their percentage of fault.
e. On cases involving uninsured claimants the recovery is limited to economic damages in accordance with California Code of Civil Procedures sections 3333.3 and 3333.4 (Prop 213).

2. The reserve shall be set at the full exposure after applying the above formula, even if it exceeds the Member's Self-Insured Retention.

B. The file shall contain reports necessary to document the decisions made, including all demands, offers of settlement and settlement authority.

1. A complete "typed" captioned report shall be placed in each file for:

a. Bodily Injury claims reserved above 25% of the S.I.R.
b. Property Damage claims reserved above 25% of the S.I.R.
c. All claims that meet the Authority's excess reporting requirements regardless of reserves.

Members and/or claims administrators may follow stricter guidelines.

The captioned report shall include the following topical headings and subsequent entries:

1. Date of report
2. Member name
3. S.I.R. level
4. Claimant(s) Information
5. Date of Loss
6. Claim Number (if used)

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7. Facts of accident or occurrence
8. Witness/Participant Statement
9. Suggested reserves (see IV. A) Do they reflect exposure?
10. Assessment of liability
11. Review of damages/injuries, including medical costs, lost wages, dependency, property damage estimates, total loss evaluations, loss of use claims, and other damages
12. Index Bureau reporting
13. Addressing of coverage questions
14. Excess potential
15. Structured Settlement possibilities
16. Alternative Dispute Resolution
17. Subrogation potential
18 Governmental Code compliance and immunities
19. Identify future course of action
20. State next diary date
21. If litigated, identify counsel on both sides
22. Offsets or liens that may need to be considered
23. Medicare eligibility and reporting

C. Photos, diagrams, estimates, statements, plans, contracts, medical, law enforcement and coroner's reports (where applicable) shall be in the claims file in a timely manner.

V. CASE SETTLEMENT FACTORS

A. The settlement shall be reasonable in light of damages, injuries, liability, and any obligations to Medicare.

B. Settlements shall be effected in a timely manner, with consideration given to structures and/or alternative dispute resolution.

C. Contributions from joint tort feasors shall be considered.

D. Settlement evaluation and authority shall be documented. On cases exceeding the S.I.R., prior written authority must be obtained from the Authority.

E. Proper releases and dismissals shall be secured.

VI. LITIGATED FILES

A. Defense plan shall be in the file, including a projected cost analysis.

B. Defense attorney's initial evaluation shall be completed and in the file within sixty (60) days of assignment.

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C. The defense attorney shall make proper follow-up requests for investigation.

D. Defense costs shall be controlled by the Member. Depositions and other defense costs shall be approved by the Member.

E. There shall be timely recommendations from defense firms regarding settlements and trial preparation.

F. Litigation outcome and total costs shall be documented.

G. There shall be timely notification to relevant employees and other parties regarding pending litigation.

VII. SUMMARY

The file shall be completely documented. Audits conducted by the Authority Auditor shall measure whether performance is consistent with these guidelines.

CITY OF ESCONDIDO

TRAINING AND MEETING EXPENSE STATEMENT

Resolution No. 2016-35
EXHIBIT 2 Page 21 of 21

ACCOUNT NUMBER 5160-001-003

Name: Adam Phillips Employee No.: 9617

Department: City Attorney FOR FINANCE USE ONLY

Date(S) of Meeting: 3/10 - 3/11/16 MILEAGE $ 5161-

Location/Meeting Topic: CAASD Spring Conference 2016

ITEM	ADVANCES	EXPENSES						TOTAL EXPENSES
		Date 3/10/2016	Date 03/11/16	Date	Date	Date	Date	
REGISTRATION								0.00
LODGING	205.80		205.80					205.80
Air Fare								
Private Auto___miles								
Car Rental								
Other - Parking			18.00					
TRANSP, SUBTOTAL	0.00	0.00	18.00	0.00	0.00	0.00	0.00	18.00
Breakfast								
Lunch								
Dinner		35.00						
MEALS, SUBTOTAL	0.00	35.00	0.00	0.00	0.00	0.00	0.00	35.00
TELEPHONE								0.00
OTHER*								0.00
TOTAL	205.80	35.00	223.80	0.00	0.00	0.00	0.00	258.80

*Other Expense Explanation:

SUBTOTAL, ADVANCES	205.80
CITY CREDIT CARD CHARGES	
TOTAL ADVANCES	205.80
OWED TO CITY (Total expenses are less than total advances) Receipt # _____ Date: _____	0.00
OWED TO CLAIMANT (Total expenses are greater than total advances) Check # _____ Date: _____	53.00

THIS FORM MUST BE COMPLETED AND RETURNED TO FINANCE WITHIN 2 WEEKS OF TRIP. **ATTACH ALL RECEIPTS**

I certify this to be a true and correct statement of expenses incurred on official city business.

Signature of Approving Official Date Signature of Claimant Date

Routing: 1. Finance/Admin. Svcs _____ 2. Finance/Ap_____ 3. Return to Admin. Svcs._____
(after approval)

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 9
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Adopt Resolution 2016-49 Renewing Authorization to Invest Monies in the Local Agency Investment Fund

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-49 that will renew authorization to invest monies not required for immediate cash flow needs in the Local Agency Investment Fund (LAIF) which is administered by the State Treasury in accordance with Section 16429.1 of California Government Code.

PREVIOUS ACTION:

The City Council adopted Resolution 77-23 in 1977 that gave the City Treasurer authorization to participate in the LAIF for investment of surplus City funds.

BACKGROUND:

The LAIF is a voluntary program created by State statue in 1977 as an investment alternative for California's local governments. This program is administered by the State Treasurer's Office with monies from the LAIF invested with State monies through the Pooled Money Investment Account (PMIA). This program offers local agencies the opportunity to participate in a major portfolio that invests billions of dollars using the investment expertise of the State Treasurer's Office investment staff. LAIF has grown from 293 participants and $468 million in 1977 to 2,467 participants and $21.3 billion in February 2016.

At the end of each calendar quarter, all interest earned in the Fund is distributed by LAIF to the participating governmental agencies directly proportionate to their respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, an amount equal to the reasonable costs of making the investments, not to exceed one-half of 1 percent of the earnings of the Fund, are deducted from the interest earnings. A statement is sent to all fund participants showing balances and transactions for the month.

As of June 30, 2015, the City had $40.3 million invested in LAIF. Investing in LAIF is an authorized investment in the City's Investment Policy that meets the investment objective of safety. Under Federal Law, the State of California cannot declare bankruptcy, specifically Section 16429.3 of the State Government Code states that money's placed with the Treasurer for deposit in the LAIF shall not be subject to impound or seizure by any State official or State agency. California Government Code Section 16429.4 was added in 2002 and states that the State cannot withhold LAIF monies if they fail to adopt a budget by the June 30th deadline.

In conclusion, Staff is requesting that Council adopt Resolution 2016-49 that will renew authorization to invest monies not required for immediate cash flow needs in the LAIF.

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

Joan Ryan
Assistant Finance Director

Agenda Item No.: 9
Date: March 23, 2016

RESOLUTION NO. 2016-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Escondido hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 for the purpose of investment as provided therein is in the best interests of the City of Escondido.

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 does hereby authorizes the deposit and withdrawal of City of Escondido monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated herein.

3. That the following City of Escondido officers holding the title(s) specified herein below or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and

deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby: Sheryl Bennett, Director of Administrative Services, or Kenneth Hugins, City Treasurer, or Becky Le, Treasury Manager, or Joan Ryan, Assistant Finance Director.

4. That this Resolution shall remain in full force and effect until rescinded by the City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Trreasurer's Office.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 10
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Care Center Cremation & Burial at 240 South Broadway

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-40, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Care Center Cremations & Burial for property located at 240 South Broadway.

FISCAL ANALYSIS:

Rental revenue in the amount of $2,185 per month will be deposited into the General Reserve Fund.

PREVIOUS ACTION:

On October 17, 2012, the City Council adopted Resolution 2012-166 authorizing the existing lease with La Paz Funeral Home, which business was subsequently bought out by Care Center Cremations & Burial.

BACKGROUND:

The subject property was purchased for the City's Main Library Expansion Project ("Project") and has been leased on an interim basis to generate revenue until the Project is ready to move forward. The former tenant's (La Paz Funeral Home) lease expired on February 28, 2016. La Paz Funeral Home was bought out by Care Center Cremation & Burial, who now desires to continue operating its funeral chapel services business at this location under a new lease agreement.

The proposed Lease Agreement is a one-year term with two additional one-year options for renewal upon City approval. The proposed rent of $2,185.45 per month reflects market rent for this type of property. Any tenant improvements requested by the Lessee will be subject to advance approval by the City with specific attention to the requirements pertaining to historically significant buildings. Further, the City may terminate the lease early without cause, by providing Lessee with a notice at least ninety days in advance, if the property should become necessary for redevelopment purposes.

Respectfully submitted,

Debra Lundy
Real Property Manager

Agenda Item No.: 10
Date: March 23, 2016

RESOLUTION NO. 2016-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT WITH CARE CENTER CREMATION & BURIAL FOR REAL PROPERTY LOCATED AT 240 SOUTH BROADWAY

WHEREAS, certain real property located at 240 South Broadway is owned by the City of Escondido; and

WHEREAS, the property was acquired for the Library Expansion and has been leased in the interim until such time as it is required by the City; and

WHEREAS, the previous lease expired on February 28, 2016, and the previous tenant's business has been bought out by Care Center Cremation & Burial, who desire to continue operations of its funeral services chapel at this location under a new lease; and

WHEREAS, it is in the City's best interests to continue to lease the property until it may be needed for another purpose; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement ("Agreement") with Care Center Cremation & Burial at 240 South Broadway.

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

1. That the above recitations are true.

2. The Real Property Manager and City Clerk are authorized to execute an Agreement, on behalf of the City, in substantially the form attached to this resolution as Exhibit "A" and incorporated by this reference, and subject to final approval as to form by the City Attorney.

240 S. BROADWAY LEASE AGREEMENT

Lessee: Care Center Cremation & Burial

Term: 1 Year

Premises: 240 South Broadway, Escondido, CA 92025

Date: April 1, 2016

Lease Agreement between the City of Escondido and Care Center Cremation & Burial for use of property located at 240 S. Broadway, Escondido, CA 92025 for specific purposes as set forth below.

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CITY OF ESCONDIDO
LEASE AGREEMENT

This lease agreement is made as of _____, 2016 between the **City** and **Care Center Cremation & Burial, a partnership.**

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.

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

Lease. Lease means this lease agreement.

Lease Administrator. The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.

Lessee. Lessee means Care Center Cremation & Burial and does not include its heirs, assigns, or successors-in-interest.

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

Premises. Premises means the real property located at 240 S. Broadway, 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 Kellee Bryan, whose address is:

Care Center Cremation & Burial
7403 Princess View Drive, Suite E
San Diego, CA 92120

Section 3 Term

3.1 The term of this Lease shall be 12 months, commencing on April 1, 2016.

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 30 days prior notice to Lessee.

Section 4 Termination of Lease

City may terminate this Lease 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 Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

Section 5 Options to Renew

At the end of the Term, this Lease may be renewed for two additional one year terms, upon mutual written agreement by the City and Lessee.

Section 6 Vacation of Premises

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

Upon such 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 7 Rent

Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City **$2,185** per month on or prior to the first day of each month. Rent payments shall commence on April 1, 2016.

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

A security deposit in the amount of $2,000 was paid by La Paz Funeral Home, which continues to be held for the benefit of Lessee as successor in interest.

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

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including but not limited to: gas, water, electricity, trash, sewage charges or septic service, and telephone.

Section 11 Taxes, Assessments and Fees

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

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

Section 12 Acceptance and Maintenance

Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." 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.

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

otherwise have under Sections 1941 and 1942 of the Civil Code.

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

Section 13 Alterations

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits. Any tenant improvements and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

Section 14 Use

Lessee agrees to use the Premises for operating a funeral chapel services business, in accordance with the provisions and requirements contained in any permits required by the City of Escondido, including Conditional Use Permit No. PHG 12-0024.

Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

Section 15 Occupancy, Assignment and Subletting

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

Section 16 Conduct

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

Section 17 Pets

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

Section 18 Notices

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

Section 19 Right of Inspection

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

Section 20 Insurance

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

A. General liability insurance with at least $2 Million combined single-limit coverage per occurrence for bodily injury and property damage.

B. Automobile liability insurance of $1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).

C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.

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

E. 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.

F. 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.

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

Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Term. Lessee will also deposit with the City within 60 days 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.

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

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

Section 21 Indemnification

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

Lease 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 Lease for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

Section 23 Non-Discrimination

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

Section 24 Supersedure

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

Section 25 Hazardous and/or Contaminated Soil and Material

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

Section 26 Law to Govern; Venue

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

Section 27 Special Provisions

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

Section 28 Compliance with Federal, State, and Local Laws

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

Section 29 Amendment

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

Section 30 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.

CARE CENTER CREMATION & BURIAL

Date:_____ By:_____
Kellee Bryan, Owner/Partner

Date:_____ By:_____

CITY OF ESCONDIDO

Date:_____ _____
Debra Lundy, Real Property Manager

Date:_____ _____
Diane Halverson, City Clerk

APPROVED AS TO FORM:

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

By: _____

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 11
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Mike's BBQ, Inc. at 3333 Bear Valley Parkway, Adult Softball Fields Concession Stand in Kit Carson Park

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-41, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Mike's BBQ, Inc. for property located at 3333 Bear Valley Parkway, Adult Softball Fields concession stand.

FISCAL ANALYSIS:

Rental revenue in the amount of $450 per month will be deposited into the Recreation Fund.

PREVIOUS ACTION:

N/A

BACKGROUND:

The concession stand at the Kit Carson Adult Softball Fields is vacant and has recently been updated. The proposed lease will allow Mike's BBQ, Inc. to operate the stand serving prepackaged food items for Adult Softball Fields patrons, subject to receiving all applicable County and City permits, for a period of six months. The Lease includes five options to extend the lease an additional six-months each, upon City approval. Rent of $450 per month, including utilities, is within the range of fair market rent for a concession stand in similar settings.

Respectfully submitted,

Debra Lundy
Real Property Manager

Agenda Item No.: 11
Date: March 23, 2016

RESOLUTION NO. 2016-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT WITH MIKE'S BBQ, INC. FOR THE ADULT FIELDS SOFTBALL CONCESSION STAND AT KIT CARSON PARK

(3333 Bear Valley Parkway)

WHEREAS, the concession stand in the Adult Softball Fields of Kit Carson Park, located at 3333 Bear Valley Parkway, is owned by the City of Escondido; and

WHEREAS, the concession stand has recently been upgraded and is available for lease to an operator for service of pre-packaged food items to the Adult Softball Fields patrons; and

WHEREAS, Mike's BBQ, 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 Lease Agreement ("Agreement") with Mike's BBQ, Inc. for the operation of the Adult Softball Fields 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. The Real Property Manager and City Clerk are authorized to execute an Agreement, on behalf of the City, in substantially the form attached to this resolution as

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

Kit Carson Park Softball Field Concession Stand Lease Agreement

Lessee: Mike's BBQ, Inc.

Term: 1 Year

Premises: 3333 Bear Valley Parkway, Escondido, CA 92025
Kit Carson Park, Softball Field Concession Stand

Date: April 1, 2016

Concession Stand Lease Agreement between the City of Escondido and Mike's BBQ, Inc. for use of the concession stand located at 3333 Bear Valley Parkway Escondido, CA 92025 for specific purposes as set forth below.

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CITY OF ESCONDIDO
CONCESSION STAND LEASE AGREEMENT

This Lease is made as of _____, 2016 between the **City** and **Mike's BBQ, Inc.**

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 Mike's BBQ, Inc. 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 the real property commonly known as Kit Carson Park Adult Softball Field Concession Stand, located at 3333 Bear Valley Parkway, Escondido, CA 92025, 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 Mike's BBQ Inc, whose address is:

Mike's BBQ Inc.
1356 W Valley Pkwy
Escondido, CA 92029

Section 3 Term

3.1 The term of this Lease shall be 6 months, commencing on April 1, 2016.

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 30 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 90 days written notice.

4.2 Default. If the City discovers at any time that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

Section 5 Options to Renew

5.1 At the end of the Term, this Lease may be renewed for three additional six month periods, upon mutual written agreement by the City and Lessee.

Section 6 Vacation of Premises

6.1 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 and conditions caused by acts of God.

6.2 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 7 Rent

7.1 Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City **$400** per month on or prior to the first day of each month. Rent payments will commence on April 1, 2016.

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%).

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Section 11 Taxes, Assessments and Fees

11.1 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.

11.2 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.

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12.1 Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." 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

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

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

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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 City and Lessee agree to in writing:

Mon. - Fri:	4:00 p.m. - 9:00 p.m.
Sat.:	9:00 a.m. - 9:00 p.m.
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16.1 Lessee and guests of Lessee shall conduct themselves in accordance with the rules and regulations of Kit Carson Park, the City's Recreation Department or any other City regulation.

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

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B. Automobile liability insurance of $1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).

C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.

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 Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within 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 Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within 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.

20.5 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 21 Indemnification

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

Section 23 Non-Discrimination

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

Section 24 Supersedure

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

Section 25 Hazardous and/or Contaminated Soil and Material

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within 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.

Section 26 Law to Govern; Venue

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

Section 27 Special Provisions

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

Section 28 Compliance with Federal, State, and Local Laws

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

Section 29 Amendment

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

Section 30 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.

MIKE'S BBQ, INC.

Date:_____

_____
Signature

_____
Name, Title

CITY OF ESCONDIDO

Date: _____

_____
Debra Lundy, Real Property Manager

Date: _____

_____
Diane Halverson, City Clerk

APPROVED AS TO FORM:

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

By: _____

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 12
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

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

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-42, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with NC Garcia, Inc. for property located at 3315 Bear Valley Parkway, Sports Center concession stand.

FISCAL ANALYSIS:

Rental revenue in the amount of $550 per month will be deposited into the Recreation Fund.

PREVIOUS ACTION:

N/A

BACKGROUND:

The concession stand at the Kit Carson Sports Center is vacant and has recently been updated. The proposed lease will allow NC Garcia, Inc. to operate the stand serving prepackaged food items for Sports Center patrons, subject to receiving all applicable County and City permits, for a period of one year. The Lease includes two additional one-year options to extend the lease upon City approval. Rent of $550 per month, including utilities, is deemed fair market rent for a concession stand in similar settings.

Respectfully submitted,

Debra Lundy
Real Property Manager

Agenda Item No.: 12
Date: March 23, 2016

RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT WITH NC GARCIA, INC. FOR SPORTS CENTER CONCESSION STAND AT KIT CARSON PARK

(3315 Bear Valley Parkway)

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

WHEREAS, the concession stand has recently been upgraded and 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 Lease 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. The Real Property Manager and City Clerk are authorized to execute an Agreement, on behalf of the City, in substantially the form attached to this resolution as

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

Kit Carson Park Sport Center Concession Stand Lease Agreement

Lessee: NC Garcia, Inc.

Term: 1 Year

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

Date: April 1, 2016

Concession Stand Lease 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 LEASE AGREEMENT

This Lease is made as of _____, 2016 between the **City** and **NC Garcia, Inc.**

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 NC Garcia, Inc. 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 the real property commonly known as Kit Carson Park Sports Center Concession Stand, located at 3315 Bear Valley Parkway, Escondido, CA 92025, 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 Cesar Garcia, whose address is:

NC Garcia Inc.
353 W. San Marcos Blvd #103
San Marcos, CA 92069

Section 3 Term

3.1 The term of this Lease shall be 12 months, commencing on April 1, 2016.

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 30 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 90 days written notice.

4.2 Default. If the City discovers at any time that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

Section 5 Options to Renew

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

Section 6 Vacation of Premises

6.1 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 and conditions caused by acts of God.

6.2 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 7 Rent

7.1 Rental Rate. In consideration of the possession and use of the Premises, Lessee 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 April 1, 2016.

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construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.

Section 21 Indemnification

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

Section 23 Non-Discrimination

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

Section 24 Supersedure

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

Section 25 Hazardous and/or Contaminated Soil and Material

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within 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.

Section 26 Law to Govern; Venue

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

Section 27 Special Provisions

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

Section 28 Compliance with Federal, State, and Local Laws

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

Section 29 Amendment

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

Section 30 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.

NC GARCIA, INC

Date:_____

_____
Cesar Garcia, Executive Director

CITY OF ESCONDIDO

Date:_____

_____
Debra Lundy, Real Property Manager

Date:_____

_____
Diane Halverson, City Clerk

APPROVED AS TO FORM:

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

By: _____

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 13
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Third Amendment to Lease Agreement with Escondido Boys' and Girls' Club at 115 West Woodward Avenue

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-43, authorizing the Real Property Manager and the City Clerk to execute a Third Amendment to Lease Agreement with Escondido Boys' and Girls' Club at 115 West Woodward Avenue.

FISCAL ANALYSIS:

Rent is $1 per year and is deposited into the General Reserve Fund.

PREVIOUS ACTION:

On June 1, 1988, the City Council adopted Resolution 88-244 approving the current lease.

BACKGROUND:

This site has been leased for its current use since 1954. The City and Boys' and Girls' Club entered into the current Lease Agreement ("Lease"), dated October 20, 1971, for the lease of real property for the operation of a social, academic and athletic club for youth 5-18 years of age. The Lease was amended by document dated September 10, 1979 (for purposes of maintaining contract order, this document shall be referred to as "First Amendment to Lease Agreement") to expand the leased premises. The Lease was further amended by document dated July 6, 1988 (for purposes of maintaining contract order, this document shall be referred to as "Second Amendment to Lease Agreement"), which served to revise the insurance requirements, make a name change and extend the lease term to October 31, 2021.

Lessee is to be the recipient of a donation to be utilized to make certain improvements to the premises. Said improvements will require the removal of sixteen existing parking spaces from the Escondido Boys' and Girls' Club facility, which are required to satisfy conditions of its Conditional Use Permit, as well as to meet its operational needs. In order for Lessee to secure other philanthropic opportunities, Lessee desires to extend the term of the lease by the proposed Third Amendment to February 9, 2054. Additionally, in order to satisfy operational needs and conditions contained in its

Conditional Use Permit, this Third Amendment would serve to include 28 undesignated parking spaces as shared spaces in the City's adjacent parking lot on Woodward Avenue in its lease contract.

Respectfully submitted,

Debra Lundy
Real Property Manager

Agenda Item No.: 13
Date: March 23, 2016

RESOLUTION NO. 2016-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A THIRD AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO BOYS' AND GIRLS' CLUB AT 115 WEST WOODWARD AVENUE

WHEREAS, the City of Escondido ("Lessor") and Escondido Boys' and Girls' Club ("Lessee") entered into a lease agreement dated October 20, 1971, for the operation of a social, academic and athletic club for youth ("Original Lease"); and

WHEREAS, the Original Lease expires on October 31, 2021; and

WHEREAS, Lessee is to be the recipient of a donation to be utilized for making improvements to the premises, including a youth baseball field, which improvements will remove 16 parking spaces required for licensing and operational needs; and

WHEREAS, in order to secure other philanthropic opportunities, Lessee desires to extend the term of the Lease to February 9, 2054; and

WHEREAS, in order to meet parking requirements for its licensing and operational needs, Lessee desires to include the shared use of 28 non-exclusive parking spaces in the City's adjacent parking lot on Woodward Avenue as part of its Lease; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve of the Third Amendment to 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 Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Third Amendment to Lease Agreement with Escondido Boys' and Girls' Club, which is attached hereto as Exhibit "1" and incorporated by this reference.

THIRD AMENDMENT TO LEASE AGREEMENT

(115 W. Woodward Ave.)

This Third Amendment is made as of this _____ day of _____, 2016.

Between: City of Escondido
201 North Broadway
Escondido, California 92025
("CITY")

And: Escondido Boys & Girls Clubs of Greater San Diego
115 W. Woodward Avenue
Escondido, CA 92025
("CLUB")

WITNESSESS THAT WHEREAS:

A. CITY and CLUB entered into a lease agreement dated October 20, 1971 ("Agreement") for the lease of real property for the operation of a social, academic and athletic club for youth 5-18 years of age at 115 W. Woodward Avenue, Escondido, California 92025; and

B. CITY and CLUB amended the Agreement on September 10, 1979 to expand the leased premises ("First Amendment"); and

C. CITY and CLUB amended the Agreement again on July 6, 1988 (to update the insurance requirements, and extend the lease term to October 31, 2021 ("Second Amendment"); and

D. CITY and CLUB desire to amend the Agreement to extend the term of the lease and provide for new improvements to the Premises.

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

1. Section 1 of the Agreement is hereby amended and replaced as follows:

1. Premises: (a) The CITY hereby leases to CLUB, and CLUB leases from City, that certain real property located in the City of Escondido, County of San Diego, California, together with all the buildings and improvements permanently affixed thereon described as follows ("Premises"):

Those portions of the easterly 23.1 feet of Lot 6, Lots 7, 8, 9, 10, 11, 12, and 13 in Block 1 of Woodward's Addition according to Map No. 475 thereof, filed by the County Recorder of the County of San Diego, January 16, 1888, and those portions of Lots 16, 17, 18, 19 and 20 of Mathewson's Subdivision

according to May No. 609 thereof filed by the County Recorder of the County of San Diego, July 18, 1889, lying northwesterly of the northwesterly line of the Escondido Flood Control Channel, including all closed alleys lying adjacent to the above-described property. A map of said property is attached as Exhibit A.

(b) Additionally, CITY shall share with the CLUB use of 28 unmarked parking spaces in the adjacent parking lot south of Woodward Avenue, subject to availability, for its employees and patrons. In the event all or any of the 28 spaces are unavailable, the CITY shall provide alternative parking spaces to the CLUB at another location, reasonably in the vicinity of the Premises, to meet the immediate parking needs of the CLUB.

2. Section 2 of the Agreement is hereby amended to extend the term of the lease to February 9, 2054.

3. Section 7 of the Agreement is hereby amended and replaced as follows:

7. Insurance and Indemnification: (a) The CITY agrees to procure and maintain, during the entire term of this Lease, standard form replacement coverage fire and extended coverage insurance for the buildings and improvements on the leased premises, and further agrees that in the event of a partial or total destruction of any of the buildings or improvements on said premises that it will, without delay, repair, replace or rebuild said buildings and improvements of like kind and purpose. The CITY shall designate CLUB as a co-insured and furnish CLUB with an endorsement to that effect.

CITY shall defend, indemnify, and hold harmless CLUB, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which CLUB, 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 any breach of obligations under this Lease by the City. CITY further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by CLUB on account of any such claims, demands, or liabilities. However, the provisions of this Agreement shall not be construed to indemnify CLUB for claims or acts arising from CLUB's willful, intentional acts or omissions or negligence.

(b) CLUB must have insurance as described below at all times during this Agreement:

(1) General liability insurance with at least $2 Million combined single-limit coverage per occurrence for bodily injury and property damage.

(2) Automobile liability insurance of $1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the CLUB (if applicable).

(3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

(4) Each insurance policy required must be acceptable to the City Attorney.

(5) 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.

(6) 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.

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

(c) CLUB agrees to deposit with CITY, on or before the effective date of this Agreement, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Agreement and to keep such insurance in effect during the entire term of this Agreement. This certificate must be reviewed by, and acceptable to, the City Attorney. CLUB will also deposit with the CITY, an additional insured endorsement naming CITY specifically and separately as an "additional insured", with the exception of the worker's compensation policy.

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 Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public using the Premises, CITY may require CLUB 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 procuring of such required policy or policies of insurance shall not be construed to limit CLUB's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, CLUB 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 Agreement or with use or occupancy of the Premises.

(d) The CITY and CLUB agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, that each will look first to its insurance for recovery. The CITY and CLUB hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to

the leased Premises, a waiver of any right of subrogation which any such insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

(e) CLUB 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 the occupancy and use of the Premises by CLUB, its invitees, visitors, or any other persons whatsoever. CLUB 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 Agreement shall not be construed to indemnify CITY for claims or acts arising from CITY's willful, intentional or negligent acts or omissions.

4. All other terms and condition of the Agreement and subsequent amendments shall remain in full force and effect.

5. This Third Amendment, First Amendment, Second Amendment and the Agreement, together with their respective attachments, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.

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

CITY OF ESCONDIDO

Date:_____

By:_____
Debra Lundy, Real Property Manager

Date:_____

By:_____
Diane Halverson, City Clerk

ESCONDIDO BOYS AND GIRLS CLUBS OF GREATER SAN DIEGO

Date:_____

By:_____

_____
(Print Name & Title)

Date:_____

By:_____

_____
(Print Name & Title)

Approved as to Form:

Office of the City Attorney
JEFFREY R. EPP, City Attorney

By:_____

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 14
Date: March 23, 2016

TO: Honorable Mayor and Members of City Council

FROM: Jay Petrek, Director of Community Development

SUBJECT: 2015 Annual Housing Element Report (Case No: PHG 16-0001)

RECOMMENDATION:

Review the attached 2015 Annual Housing Report documenting the City's progress and compliance with State housing law on implementing the 2013-2020 Housing Element of the General Plan, and authorize submittal of the report to the State Office of Planning and Research, the State Department of Housing and Community Development, and SANDAG.

FISCAL ANALYSIS:

None. Opportunities for State Housing & Community Development and Smart Growth grants (SANDAG, transit-oriented development, etc.) rely upon the City's demonstration of its compliance with the Housing Element's objectives and deadlines.

GENERAL PLAN ANALYSIS:

The reporting requirements are consistent with the Housing Element of the General Plan.

BACKGROUND:

Government Code Section 65400 requires that each city submit an annual report on the status of its General Plan Housing Element and document the progress in its implementation of housing programs, using forms and definitions adopted by the Department of Housing and Community Development (HCD). The City Council adopted a new Housing Element for the 2013-2020 reporting cycle on December 12, 2012. This staff report documents the third annual review of the current Housing Element, analyzing the housing activities of 2015.

In order to demonstrate compliance with the Housing Element, each city must report on the annual building activity of affordable units (Table A), the annual activity for units rehabilitated, preserved or acquired (Table A2), the annual activity of above-moderate income units (Table A3), the city's progress in meeting its Regional Housing Needs Allocation (RHNA) (Table B), and the city's progress in its implementation of the Housing Element programs during calendar year 2015 (Table C).

Senate Bill 341 requires Housing Successor Agencies to prepare an additional report containing information on their housing activities. This information is attached to this staff report (as SB 341 Annual Report) and is required to be submitted to HCD by the City (as the Housing Successor Agency) at the same time as the Housing Element Annual Report.

ANNUAL REPORT FINDINGS:

This Annual Report substantiates that the City is in compliance with State Housing Law, as detailed in the attached information. Table A delineates that 11 affordable units were completed in Escondido in 2015, in conjunction with the San Diego Habitat for Humanity 11-unit ownership project on Elm Street. A few affordable projects are currently in the entitlement process or under construction, and it is anticipated that several affordable units will be completed in the upcoming two years. Other Housing Element implementation items documented in Table C include the status of Zoning Code updates, the issuance of first time homebuyer loans, and the continuation of the rental subsidy program for seniors and the disabled.

Respectfully Submitted,

Jay Petrek
Director of Community Development

Kristina Owens
Associate Planner

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Escondido

Reporting Period 1/1/2015 - 12/31/2015

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
Habitat for Humanity 537 N Elm St	2-4	O	0	11	0	0	11	11	HOME, RDA		
(9) Total of **Moderate and Above Moderate** from Table A3					0	7					
(10) Total by income Table A/A3 ▶			0	11	0	7	Total:	18			
(11) Total **Extremely Low-Income** Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Escondido

Reporting Period 1/1/2015 - 12/31/2015

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA whichmeet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for **Moderate**	0	0	0	0	0	0	0
No. of Units Permitted for **Above Moderate**	7	0	0	0	0	7	7

* Note: This field is voluntary ** Non-deed restricted SDUs are not counted toward RHNA

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Escondido

Reporting Period 1/1/2015 - 12/31/2015

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2013	2014	2015	2016	2017	2018	2019	2020		Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8			
Very Low	Deed Restricted	1,042	7	0	0							7	1,035
	Non-deed restricted												
Low	Deed Restricted	791	28	0	11							39	751
	Non-deed restricted		1									1	
Moderate	Deed Restricted	733	0	0	0							0	733
	Non-deed restricted												
Above Moderate		1,609	108	56	7							171	1,438
Total RHNA by COG. Enter allocation number:		4,175	144	56	18							218	3,957
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

Note: units serving extremly low-income households are included in the very low-income permitted units totals.

Jurisdiction City of Escondido
Reporting Period 1/1/15-12/31/15

Table C
Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583 Describe progress of all programs including progress in removing regulatory barriers.		
Name of Program:	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation as of 12-31-15**
1.1: Project Development Create increased supply of affordable housing units for lower income households, including those households with extremely low incomes. Every effort will be made to accomplish this through redevelopment and acquisition/rehabilitation.	**Anticipated impact: Increased supply of rental units for extremely low, very low-income and low-income residents 300 units**	Ongoing	Eleven new affordable ownership units were completed in 2015 by San Diego Habitat for Humanity. In addition, contracts were previously signed with both Community HousingWorks and Urban Housing Communities to develop affordable rental projects consisting of acquisition/rehabilitation of units. UHC completed rehabilitation of 44 affordable units in September 2015. The CHW units are expected to be completed within the next year (10 HOME affordable units out of 200 total in the project). In addition, the City is working with Solutions for Change on a new, affordable rental project consisting of 33 units, anticipated to be completed within the next two years.
1.2: Lot Consolidation Encourage consolidation of small lots to utilize land more efficiently and facilitate the development of mixed use and affordable multi-family developments	**Anticipated impact: Facilitate development as envisioned in the General Plan.**	Ongoing	A ministerial process is utilized for basic lot consolidation. The City continues to encourage consolidation of lots to facilitate mixed-use and affordable developments.
1.3 Infill New Construction Support new construction of homeownership and rental units and redevelopment/revitalization on infill sites. The City also encourages recycling and revitalizing of sites for a variety of housing types and income levels.	**Anticipated impact: New housing opportunities for homeownership and rental for low- and moderate-income households.**	Ongoing	Eleven new ownership units affordable to low income households were completed in 2015 by San Diego Habitat for Humanity. The project is on an infill site on Elm Street. Another infill project is currently in the works and is expected to be completed within the next two years. Solutions for Change is working on an affordable rental project of 33 units, also on an infill site on Escondido Boulevard.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-15
1.4 City-owned Sites Facilitate the redevelopment/development of affordable housing on City-owned sites	**Anticipated impact: Sites for affordable housing.** Use City-ownership as a potential inducement for rehabilitation of more affordable housing	Ongoing	The Housing Division, the Public Works Department and the City's Real Property Agent continue to review City-owned properties when they become available as potential sites for redevelopment.
1.5 Density Bonus Amend Density Bonus Ordinance to be consistent with State law	**Anticipated impact: Additional housing opportunities for low- and moderate-income households.**	0-3 years from HE adoption	Staff is currently working on an amendment to the Zoning Code to modify the Density Bonus provisions so they are in conformance with State law. It is anticipated that the City Council will review the changes in 2016. In the meantime, the City utilizes the State density bonus requirements when processing a request for a density bonus.
2.1 Housing Rehabilitation: Renter Occupied Continue to explore potential rental rehabilitation programs	**Anticipated impact: Increase rental rehabilitation for lower income households (25 units).**	Ongoing	Staff continues to explore funding opportunities for a new renter-occupied rehabilitation program. Funding from a CalHOME grant allowed the City to re-establish an owner-occupied rehabilitation program for low-income households in single-family residences and mobilehomes in 2015. No loans were completed in 2015.
2.2 Acquisition/Rehabilitation Continue to explore ways to encourage the recycling of deteriorated and older structures for affordable housing opportunities	**Anticipated impact: Additional affordable housing opportunities for lower income households. (200 Units)**	Ongoing	Recycling of existing, dilapidated structures continues to be a priority. An RFP was sent out in August 2014 for affordable housing developers. Contracts were signed with both Community HousingWorks (10 units within a 200 unit development) and Urban Housing Communities (44 units) to develop affordable rental projects consisting of acquisition/rehabilitation of existing units. UHC's 44 units were completed in September 2015. Completion of CHW's units is expected during 2016.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-15
2.3 Focus on Neighborhoods Collaborate with departments to channel resources and efforts into improvement of neighborhood quality of life, including code enforcement, housing rehabilitation and capital improvements.	**Anticipated impact: The concentration of City resources to one neighborhood and the opportunity for significant community impact both in physical improvement and improvement in quality of life for neighborhood residents. (Low- and moderate-income categories).** Continue collaborative efforts through funding resources, policies and community outreach.	Ongoing	Project NEAT was started in 2010 to assist residents in solving their own neighborhood problems at a neighborhood (rather than Code Enforcement) level, such as maintenance, graffiti, minor repairs and trash. This effort utilizes Community Development Block Grant (CDBG) funding. Currently there are 18 recognized neighborhood groups. The joint efforts to combine resources in targeted neighborhoods, including CDBG funding, grants, and outside financing, will continue, including coordinating the Escondido Creek Master Plan, public improvements with proposed affordable developments, and neighborhood oriented clean-up projects. Neighborhood collaboration also will be coordinated with the Police Department and other City Departments through the Neighborhood Transformation Project (NTP). In 2015 the City Council approved the 2015-2016 City Council Action Plan, which includes a Neighborhood Improvement element. This element includes strategies for improving aging neighborhoods, including increasing code enforcement activity, addressing issues related to homelessness, improving traffic flow, improving park, pool and Escondido library facilities, and developing more recreation opportunities for youth.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-15
2.4 Preservation of at-Risk Housing Continue to explore means to continue housing affordability for lower income households that would be impacted by the conversion of subsidized projects to market-rate housing	**Anticipated impact: Continued affordability of subsidized housing developments.** If owner wishes to sell, contact potential buyers who would want to extend affordability and, if unsuccessful, follow-up with Section 8 and relocation potential	Ongoing	The City will continue to monitor at-risk units, particularly those identified in the Housing Element. The City began work with the owners of Las Casitas I (6 affordable units) to possibly extend the affordability period. This effort is anticipated to continue in 2016. No at-risk units were lost or preserved in 2015.
3.1: First-Time Homebuyer/Home Entry Loan Program (HELP) Provide low-interest loans to lower income households for closing costs and down payment, of lesser of 5% of purchase price or $25,000, using federal HOME loans.	**Anticipated impact: Increased homeownership opportunities for lower income households (150 households).**	Ongoing	4 HELP loans funded during 2015 2 HELP loans funded during 2014 3 HELP loans funded during 2013 9 Total
3.2 First-Time Homebuyer/Mortgage Credit Certificates Provide mortgage credit certificates to first-time homebuyers to reduce federal income taxes and more easily qualify for a loan.	**Anticipated impact: Additional homeownership opportunities for low- and moderate-income households (20 households).**	Ongoing	0 MCCs were issued to a lower income household during 2015 Although MCCs will remain available to Escondido residents, the local MCC administrator retired and MCCs will not be reported locally.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-15
3.3 Rental Subsidy Provide households with affordable rents through rent subsidy programs for households with incomes not exceeding 50% of the Area Median Income.	Collaborate with HUD (and the housing authority) toward the provision of Section 8 Rental Subsidy to households earning 50% or less of the median income Provide rental subsidy to low-income seniors and persons with disabilities in mobilehomes parks and apartments **Anticipated impact: Rental Assistance for very low-income households, 1,200 households, with Housing Choice Vouchers.** **110 very low income senior/disabled households for rent subsidies**	Ongoing	Ongoing. During 2015, **1,259** households were assisted with a Section 8 Rental Subsidy (Housing Choice Voucher). An additional 12,337 are on the wait list in Escondido. During 2015, **36** senior households (or persons with a disability) in mobilehome parks, and another **25** in apartments, were receiving a monthly rental subsidy while waiting for HUD Section 8 eligibility. Eligibility for the Rental Subsidy program was tightened in 2012 due to the loss of redevelopment funds. Continuation of the program in the future is uncertain.
3.4 Mobilehome Park Conversion Provide technical assistance to mobilehome resident groups in the conversion of existing parks to resident ownership	**Anticipated impact: Continued mobilehome resident ownership opportunities for lower income residents.** Continue to work with City policies and procedures to assist in conversion	Ongoing	The City continues to provide technical assistance to mobilehome parks considering conversions. No recent conversions have been requested. The City continues to manage the remaining city-owned spaces in Escondido Views (5 lots) and Mountain Shadows (25 lots).
3.5 Mobilehome Rent Review Rent review via the Rent Review Board of applications for increases in mobilehome parks	**Anticipated impact: Stabilized rents for mobilehome residents, many of whom are lower income.**	Ongoing	During 2015, six short-form rent review hearings were held. Average monthly increases approved for short form applications ranged from $2.76 to $15.29.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-15
3.6: Fair Housing Actively engage in furthering fair housing for all residents through specific education outreach and monitoring activities	**Anticipated impact: Continued enforcement of the Fair Housing Plan which will prevent discrimination in housing and disputes between landlords and tenants**	Ongoing	In 2015 the City continued to contract with North County Lifeline to provide fair housing services to Escondido residents, including counseling, mediation in landlord/tenant disputes, and bilingual assistance. City staff continues to disperse information at public counters, review potential impediments to fair housing, and meet with other jurisdictions to discuss and address potential regional impediments. The City of Escondido participated in the 2015 San Diego County Regional AI, which was completed in 2015.
4.1 Emergency Shelters Amend the Zoning Code to permit emergency shelters by right, consistent with State law.	**Anticipated impact: Provision of shelter for families/individuals with special needs. Consistency with state law.**	Within one year of Housing Element adoption	The City's Emergency Shelter Overlay, in compliance with State law, was approved by the City Council on October 23, 2013. Although staff was asked to re-evaluate the location and size of the Overlay in 2015, the City Council left the overlay unchanged. A year round shelter was approved in 2015 for Interfaith Community Services outside the Overlay area.
4.2:Transitional/Supportive Housing Amend the Zoning Code to differentiate transitional/supportive housing operated as group quarters versus a regular housing development. Uses will be permitted where housing is otherwise permitted.	**Anticipated impact: Increased housing opportunities for special needs persons.**	0-3 years from HE adoption	An amendment to the Zoning Code is currently underway to define transitional and supportive units as specified in State law, and to permit them where residential units are otherwise permitted. It is anticipated that the City Council will review the changes in 2016.
4.3: Senior Housing Ordinance Amend the Zoning Code to permit senior housing by right where housing is permitted.	**Anticipated impact: Increased housing opportunities for seniors**	0-3 years from HE adoption	An amendment to the Zoning Code is currently underway to permit senior housing by right where housing is permitted. It is anticipated that the City Council will review the changes in 2016.
4.4: Monitoring of Growth Management Measure Periodically monitor and evaluate Proposition S for its impacts on the cost, supply and timing of affordable housing. Analyze the ability to accommodate the city's regional housing need, constraints on supply and affordability of housing.	**Anticipated impact: Increased public awareness of the City's housing needs and obligations under state law.**	Ongoing	The Housing Element shows that City's RHNA can be accommodated. In 2015 it does not appear that existence of Proposition "S" discouraged or prevented construction of market or affordable units. City will continue to monitor RHNA progress annually to determine whether growth management policies impact the city's ability to accommodate the affordable housing need.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-15
5.1: Affordable Housing Financing Continue to pursue a variety of funding sources to support affordable housing in the community.	**Anticipated impact: Acquisition, rehabilitation, preservation or construction of affordable housing for lower and moderate income households.**	Ongoing	Staff continues to pursue opportunities to utilize additional funding sources for potential projects and programs, including tax credits and grants.
5.2: Housing Information and Referral Update public information in many formats identifying the City's housing programs and provide opportunities to market those programs.	**Anticipated impact: More effective and targeted housing programs (especially for lower income households).**	Ongoing	Housing program and project information is updated as needed and is distributed via a variety of avenues such as the web-site, brochures, mailers, referral cards and at City Hall. The city website was updated in late 2010 and updates to the website are ongoing as needed. Staff continues to seek additional ways to distribute information.

CONSTRAINTS The 2013-2020 Housing Element listed the following governmental constraints. The specific issue, page number, action and status are listed below.			
Issue	**Page #**	**Action**	**Status**
Land Use Controls Residential designations, specific plans, growth management controls, overlay zones/districts, and the density bonus ordinance	IV-67	Evaluate land use issues for direct impact on provision of housing for all economic sectors of the community.	The City's General Plan comprehensive update was completed in 2012, including increasing densities with a new Urban V designation and introducing minimum floor densities. The Downtown Specific Plan was updated in 2013, including increasing residential densities (up to 100 du/ac) in the downtown core, which should lead to an increase in production of multi-family units. The City is currently working with a consultant on updating the South Escondido Boulevard Area Plan, which will incorporate smart growth principles.
Residential Development Standards	IV-76	Evaluate residential development standards to ensure they are not unreasonably limiting the number of units that may be constructed.	Development standards and parcel requirements offer flexibility to encourage development. With the adoption of the revised density bonus and residential incentive ordinance in 2016-2017 more flexibility will be available to affordable housing developers. Escondido has one of the lowest parking requirements in north county, and some additional flexibility is built into the Zoning Code.
Provision for a Variety of Housing Opportunities	IV-80	A jurisdiction must encourage the development of a variety of housing types for all economic segments of the population.	The General Plan calls for establishing a minimum density for each district, to promote efficient use of land. The Escondido Zoning Code has provisions for SDUs, mobilehomes, multi-family dwellings, and residential care facilities. Also, SROs and farmworker housing. In 2013, the City approved a zoning overlay where emergency shelters are permitted by right, in accordance with state law. Similar code amendments will be completed in 2016 for transitional/supportive housing, farmworker housing, and some clean-up language for senior housing. There are no other known policies or regulations that constrain development of housing for persons with disabilities.

Development Conditions and Fees Fees and exactions to process permits and provide services and facilities can be a constraint to the development of housing due to the additional cost borne by developers.	IV-90	The City periodically reviews fees to ensure they reflect current impacts and necessary impacts.	Escondido's residential development fees have not been found to act as a constraint to the development of housing. They are lower than those of most other north county cities. The development fees are reviewed periodically and modified as needed.
On- and Off-Site Improvements Existing infrastructure, development standards for new infrastructure, requirements for on-and off-site improvements.	IV-92	Requirements for on- and off-site improvements vary depending on the presence of existing improvements, as well as the size and nature of the proposed development.	Requirements are reviewed as necessary.
Building Codes and Enforcement	IV-94	The 2010 California Building Code and 2010 Green Building Standards Code have been adopted	The City has no local ability to waive provisions of State building codes. However, there is an appeal process to challenge interpretations of the building code requirements.
Permits and Processing Times Certainty and consistency in permit processing procedures and reasonable processing times to ensure that developers are not discouraged.	IV-95	The existing design review and conditional use permit processes have been recently streamlined, and do not serve to constrain housing development.	The City continues to explore ways to streamline processing of applications and reduce fees for affordable, fair market and mixed use housing. Recently, the Design Review Board was consolidated into the Planning Commission in an effort to streamline processing.

SB 341 Annual Report
Housing Successor Agency of the Community Development Commission of the City of Escondido
Fiscal Year End June 30, 2015

The dissolution of the California redevelopment agencies in 2012 resulted in a dramatic change to property tax finance. It eliminated the major source of local publically generated dollars earmarked for affordable housing.

The City of Escondido established a Successor Housing Agency ("SHA") to the City of Escondido Community Development Commission ("CDC") on January 25, 2012 by the adoption of Resolution No 2012-16. The majority of the SHA's assets were transferred from the CDC when it dissolved pursuant to the Dissolution Act (enacted by Assembly Bills x1 26 and 1484). All "rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amount in the Low and Moderate Income Housing Fund" were transferred from the CDC to the SHA. The transferred assets consisted of loans made to the CDC and land owned by the CDC. Proceeds from these assets will be deposited into the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund").

On January 1, 2014, Senate Bill 341 ("SB 341") became effective and amended certain section of the Health and Safety Code that pertain largely to entities that accepted the housing assets and liabilities of former redevelopment agencies. SB 341 clarified that all former redevelopment agency housing assets, regardless of their originating redevelopment agency, must be maintain in a separate fund call the Low and Moderate Income Housing Asset Fund. In accordance with HSC Section 34176.1(f), specific data must now be reported annually for the Housing Asset Fund.

1	**The amount deposited to the Low and Moderate Income Housing Asset Fund, distinguishing any amounts deposited for items listed on the Recognized Obligation Payment Schedule from other amounts deposited.**

The SHA deposited $2,263,507 into the Housing Asset Fund during fiscal year 2014-15. This consisted of rents, promissory note and loan repayments, reimbursements and interest income.

Revenue Source	Amount
Escondido Views/Mountain Shadows Rents	$203,599
Former CDC Promissory Note Repayments	$1,030,520
SERAF Repayment	$694,978
Sale of Real Property	$258,498
Interest Income	$39,043
Other Revenues	$36,869
	$2,263,507

SB 341 Annual Report
Housing Successor Agency of the Community Development Commission of the City of Escondido
Fiscal Year End June 30, 2015

2	**A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts help for items listed on the Recognized Obligation Payment Schedule from other amounts.**

Low and Moderate Housing Funds (as of July 1, 2015)	$42,590,682
Land Held for Resale	($2,167,216)
Loans Receivable	($35,405,203)
SERAF Loans	($2,704,314)
Available Funds	$2,313,949

3	**A description of expenditures from the fund by category, including, but not limited to, expenditures:** **(A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency of the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a),** **(B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a), and** **(C) for the development of housing pursuant to paragraph (3) of subdivision (a).**

The SHA spend $1,394,221 in FY 2015-15.

Administrative Expenses	$610,058
Homeless Prevention and Rapid Rehousing	$0
Development of Housing	$710,000
	$1,394,221

4	**As described in paragraph (1) of subdivision (a), the statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.**

Real Property	
Individual mobile home lots at Mountain Shadows and Escondido Views	
And property located at 542 W 3rd Avenue & 201 N Pine Street	($2,167,216)
Loans Receivable	
Developer loans and homeowner loans	($35,405,203)

SB 341 Annual Report
Housing Successor Agency of the Community Development Commission of the City of Escondido
Fiscal Year End June 30, 2015

5	**A description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.**

N/A – no transfers made.

6	**A description of any project for which the housing successor received or hold property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project**

The Successor Housing Agency does not receive or hold property tax revenue pursuant to the ROPS.

7	**For interests in real property acquired by the former redevelopment agency on or after February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.**

All real property was acquired prior to February 1, 2012.

8	**A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include a report posted on its Internet Web Site the implementation plans of the former redevelopment agency.**

The City of Escondido, as the housing successor agency of the Community Development Commission of the City of Escondido, has no unmet obligations pursuant to Section 33413.

9	**The information required by subparagraph (B) of paragraph (3) of subdivision (a).**

Not applicable until 2019.

SB 341 Annual Report
Housing Successor Agency of the Community Development Commission of the City of Escondido
Fiscal Year End June 30, 2015

10	**The percentage of units deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.**

47% of the affordable units developed in the past 10 years have been restricted to seniors.

Project Name	Afford. Housing Agreement Date	Number of SHA Units	Age Restrictions
Juniper Senior Village	06/28/2006	60	62+
Las Ventanas	06/29/2006	78	None
The Crossings	05/01/2010	55	None
Windsor Gardens	11/18/2010	130	62+
Avocado Court	03/07/2012	36	None
Crossings @ Escondido Manor	04/15/2015	44	None

11	**The amount of any excess surplus, the amount of time that the successor agency has had excess surplus and the housing successor's plan for eliminating the excess surplus.**

None.

12	**An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following:** **(A) The number of those units** **(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.** **(C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund** **(D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.**

See attached Successor Housing Agency Homeownership Inventory.

LSL
CERTIFIED PUBLIC ACCOUNTANTS

- David E. Hale, CPA, CFP
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA
- Gary A. Cates, CPA
- Michael D. Mangold, CPA
- David S. Myers, CPA

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH APPLICABLE REQUIREMENT AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Mayor and Members of the City Council
City of Escondido, California

Report on Compliance for the Housing Successor

We have audited the City of Escondido Housing Successor's (the Housing Successor) compliance with the type of compliance requirements described in the California Health and Safety Code sections applicable to California Housing Successor Agencies for the year ending June 30, 2015.

Management's Responsibility

Management is responsible for compliance with the California Health and Safety Code sections applicable to California Housing Successor Agencies.

Auditor's Responsibility

Our responsibility is to express an opinion on the Housing Successor's compliance with the California Health and Safety Code sections applicable to California Housing Successor Agencies. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred above that could have a direct and material effect on Housing Successor occurred. An audit includes examining, on a test basis, evidence about the Housing Successor's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the Housing Successor. However, our audit does not provide a legal determination of the Housing Successor's compliance with those requirements.

Opinion

In our opinion, the Housing Successor complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its Housing Successor for the year ending June 30, 2015.

Report on Internal Control over Compliance

Management of the Housing Successor is responsible for establishing and maintaining effective internal control over compliance with the type of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Housing Successor's internal control over compliance with the types of requirements that could have a direct and material effect on the Housing Successor to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal controls over compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

LSL
CERTIFIED PUBLIC ACCOUNTANTS

To the Honorable Mayor and Members of the City Council
City of Escondido, California

Accordingly, we do not express an opinion on the effectiveness of the Housing Successor's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance of California Health and Safety Code sections applicable to California Housing Successor Agencies on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a type of compliance requirement of California Health and Safety Code sections applicable to California Housing Successor Agencies will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Excess/Surplus Calculation

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Escondido as of and for the year ended June 30, 2015, and have issued our report thereon dated December 28, 2015, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying report on excess/surplus calculation is presented for purposes of additional analysis only and is not a required part of the financial statements. Such information is the responsibility of management and was derived from the financial statements. The report on excess/surplus calculation has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of California Health and Safety Code sections applicable to California Housing Successor Agencies. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Brea, California
December 28, 2015

CITY OF ESCONDIDO SUCCESSOR AGENCY

COMPUTATION OF HOUSING SUCCESSOR EXCESS/SURPLUS (HSC 34176.1)

	Low and Moderate Housing Funds All Project Area July 1, 2014		Low and Moderate Housing Funds All Project Area July 1, 2015	
Opening Fund Balance		$ 42,450,763		$ 42,590,682
Less Unavailable Amounts:				
Land held for resale	$ (2,287,410)		$ (2,167,216)	
Loans receivable	(35,500,789)		(35,405,203)	
SERAF loans	(3,399,292)		(2,704,314)	
		(41,187,491)		(40,276,733)
Available Housing Successor Funds		1,263,272		2,313,949
Limitation (greater of $1,000,000 or four years deposits)				
Aggregate amount deposited for last four years:				
2014 - 2015			$ 660,836	
2013 - 2014	$ 519,146		519,146	
2012 - 2013	1,660,745		1,660,745	
2011 - 2012	280,999		280,999	
2010 - 2011	- A		- A	
Total	**$ 2,460,890**		**$ 3,121,726**	
Base Limitation	**$ 1,000,000**		**$ 1,000,000**	
Greater amount		$ 2,460,890		$ 3,121,726
Computed Excess/Surplus		**None**		**None**

A: There was no amounts deposited for fiscal year 2010-2011 since the Housing Successor was created in fiscal year 2011-2012.

SUCCESSOR HOUSING AGENCY HOMEOWNERSHIP INVENTORY

	LOANS CLOSED PRIOR TO FEB 2012										LOANS CLOSED AFTER FEB 2012						LOANS CLOSED FY 2014/15					
Fiscal Year	1121 FTHB LOANS (>80% AMI)										02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
1992-93	178,050	10	10	(178,050)																		
1996-97																						
1999-00	216,000	36	34	(204,000)	1	(6,000)																
2000-01	276,000	46	46	(276,000)																		
2001-02	90,000	15	12	(72,000)	2	(12,000)																
2002-03	290,000	29	23	(230,000)	4	(40,000)																
2003-04	150,000	15	10	(100,000)	2	(20,000)	1	(10,000)											1	(10,000)		
2004-05	50,000	2																				
2005-06	50,000	2											1	(25,000)								
2006-07	400,000	16			1	(25,000)						(13,000)	7	(175,000)	2	(37,000)						
2007-08	1,350,000	54	1	(25,000)	4	(100,000)					4	(100,000)	2	(50,000)			3	(75,000)				
2008-09	1,592,365	128	9	(104,600)	13	(145,750)					29	(340,385)	3	(41,250)	2	(30,000)	12	(133,500)				
2009-10	840,732	71			6	(71,875)					9	(116,281)					12	(135,474)			1	(7,857)
2010-11	634,605	50			2	(31,740)					10	(125,700)					8	(90,295)				
2011-12	412,753	34			4	(44,750)					3	(38,100)					6	(71,113)				
Totals	6,530,505	508	145	(1,189,650)	39	(497,115)	1	(10,000)	0	0	55	(733,466)	13	(291,250)	4	(67,000)	41	(505,382)	1	(10,000)	1	(7,857)
208	3,218,785																					

	1106 FTHB LOANS (<80% AMI)										02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
1996-97	51,310	20	19	(48,310)																		
2008-09	375,000	15			2	(50,000)							3	(75,000)								
	426,310	35	19	(48,310)	2	(50,000)	0	0	0	0	0	0	3	(75,000)	0	0	0	0	0	0	0	0
11	253,000																					

	1131 ESC VIEWS/MTN SHADOW LOTS										02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
2002-03	380,536	8	6	(284,315)																		
2003-04	946,833	19	8	(391,039)							2	(97,894)					1	(49,594)				
2004-05	422,024	7	4	(238,003)																		
	1,749,393	34	18	(913,357)	0	0	0	0	0	0	2	(97,894)	0	0	0	0	1	(49,594)	0	0	0	0
13	688,548																					

	1102 MTN SHADOWS MPROP LOANS										02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
1991-1994	1,164,676	53	38	(856,606)			1	(11,100)	2	(23,137)	3	(83,385)										
	1,164,676	53	38	(856,606)	0	0	1	(11,100)	2	(23,137)	3	(83,385)	0	0	0	0	0	0	0	0	0	0
9	190,448																					

Item #12 Attachment
as of 06-30-15

	LOANS CLOSED PRIOR TO FEB 2012									LOANS CLOSED AFTER FEB 2012						LOANS CLOSED FY 2014/15					
	1101 ESCONDIDO VIEWS MPROP LOANS									02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale	Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
1991-1994	1,335,678	69	43	(854,671)			5	(67,251)	1 (1,244)	5	(119,386)					1	(22,076)				
	1,335,678	69	43	(854,671)	0	0	5	(67,251)	1 (1,244)	5	(119,386)	0	0	0	0	1	(22,076)	0	0	0	0

14 271,050

	1127 RANCHO ESCONDIDO MPROP LOANS									02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale	Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
1987	355,224	32	25	(276,614)			5	(51,973)	1 (4,302)												
	355,224	32	25	(276,614)	0	0	5	(51,973)	1 (4,302)	0	0	0	0	0	0	0	0	0	0	0	0

1 22,335

	1104/1103 REHAB LOANS (SINGLE FAMILY/MOBILEHOME)									02/2012 through 06/2014											
	Loans Issued		Paid in Full		Voided		Foreclosure		Short-Sale	Paid in Full		Foreclosure		Short-Sale		Paid in Full		Foreclosure		Short-Sale	
1989-90	404,807	43	29	(311,079)			7	(31,924)	1 (434)	1	(4,500)										
1990-91	418,423	38	27	(320,415)			4	(18,593)	2 (7,437)			1	(19,900)					1	(5,500)		
1991-92	268,849	25	16	(170,831)			3	(16,963)				1	(5,500)								
1992-93	219,191	18	13	(124,808)			2	(11,761)		1	(24,754)			1	(15,247)						
1993-94	181,124	14	9	(109,500)			2	(11,624)								1	(20,000)				
1994-95	105,512	12	8	(81,466)			3	(17,536)													
1995-96	200,315	17	9	(120,489)			4	(25,999)		1	(19,883)										
1996-97	185,254	19	16	(165,044)			2	(12,835)													
1997-98	343,104	27	21	(275,989)			1	(6,500)		3	(47,690)										
1998-99	404,885	28	25	(379,174)					1 (4,500)												
1999-00	651,319	37	32	(584,267)																	
2000-01	315,696	24	13	(190,001)			1	(8,000)		1	(23,411)							1	(7,050)		
2001-02	350,881	18	14	(272,881)						1	(25,000)										
2002-03	240,008	15	10	(175,852)					1 (5,495)	2	(32,451)										
2003-04	108,440	6	4	(60,267)												1	(23,314)				
2004-05	76,795	9	2	(10,922)						1	(8,100)					1	(7,470)				
2005-06	710,667	34	6	(148,355)	1	(34,022)	1	(19,971)		2	(46,120)	1	(20,000)	2	(45,519)	1	(17,660)	3	(56,355)		
2006-07	637,495	27	4	(101,365)			1	(20,000)		3	(99,840)										
2007-08	519,613	23	rfds	(6,619)														1	(19,697)		
2008-09	489,723	21	1	(36,118)						2	(36,476)	2	(37,247)				(17,502)	1	(20,000)	1	(498)
2009-10	247,671	13	rfds	(1,831)								1	(20,000)					3	(55,000)		
2010-11	449,191	21	rfds	(12,981)	1	(20,000)					(13,500)	1	(20,000)	1	(6,500)	1	(20,000)				
2011-12	186,000	10	rfds	(9,752)	1	(20,000)				2	(53,863)			1	(3,137)						
Totals	7,714,963	499	259	(3,670,004)	3	(74,022)	31	(201,706)	5 (17,866)	20	(435,588)	7	(122,647)	5	(70,403)	5	(105,966)	10	(163,602)	1	(498)

153 2,852,662

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. 2016-31 File No. ENV15-0003
Ord No. _____

Agenda Item No.: 15
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Director of Community Development

SUBJECT: Adoption of a Mitigated Negative Declaration for Amber Lane Single-Family Residential Lot Development (ENV15-0003)

STAFF RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2016-31, adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program prepared for the Amber Lane Residential Development. The Final MND can be viewed on the City's Web Site at: https://www.escondido.org/Data/Sites/1/media/PDFs/planning/amberlane/FinalMNDAmberLane.pdf.

PROJECT DESCRIPTION:

The project involves a grading permit to facilitate the construction of single-family residential homes on two separate parcels (one home on each parcel). This environmental review is necessary because the two parcels contain Sage Scrub-Chaparral habitat that would be impacted by the development. Therefore, mitigation measures are necessary to offset the removal of 0.86 acres of the sensitive habitat. The subject lots are situated on a south facing hillside with moderate to steep topography. The grading design includes a combination of cut and fill slopes, and retaining walls to provide suitable pad area for the development of the two homes. Although grading only impacts a portion of each lot, all of the native vegetation on the lots would need to be removed to provide appropriate fire clearance areas because the area is located within a Very High Fire Zone. Solid masonry fire walls also are required to be constructed around the northern and eastern perimeter of the project site adjacent to off-site native vegetation areas.

PROJECT LOCATION:

The two subject parcels (0.86 ac. and 0.89 ac.) are located towards the northern terminus of Amber Lane, north of Wildflower Place, east of Interstate 15 and Center City Parkway, addressed as 2401 and 2415 Amber Lane (APNs 224-240-13 and -14).

BACKGROUND:

The two parcels (Lots 2 and 3 of Map No. 16032) were created in 1990 with the recordation of Tentative Parcel Map 84-29 (4-lot single-family residential parcel map). A Vegetation Removal Permit (City File No. 2003-02-VRP) in conjunction with a 4(d) Habitat Loss Permit previously were approved in 2003 to allow the removal of 0.17 acres of unoccupied sage scrub habitat to facilitate the construction of the approximately 400-foot-long, 40-foot-wide private access driveway (extension of Amber Lane) to support the future development of the four lots. The VRP and

previous grading were associated with the construction of the extension of Amber Lane, but did not include any clearing of the lots for construction of residential structures. Amber Lane is a private road that would be maintained by the four separate lots/property owners, including any common landscape/slope areas.

FISCAL ANALYSIS:

None

GENERAL PLAN:

The General Plan land-use designation for subject parcels is Rural 2 with an underlying zoning designation of RE-80 (Residential Estate, 80,000 SF min. lot size). Development of the parcels with single-family residential homes would be consistent with the General Plan land-use designation.

ENVIRONMENTAL REVIEW:

A Draft Mitigated Negative Declaration (MND) was issued on January 13, 2016 for the project in accordance with the California Environmental Quality Act (CEQA) for public review and comment. The findings of this review are that the Initial Study/MND identified impacts related to biological resources and noise that may be potentially significant, but associated mitigation and avoidance measures would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant. The developer is required to purchase 0.9 acres of mitigation credits of Chaparral and unoccupied Sage Scrub habitat at an appropriate conservation bank. Appropriate noise attenuation measures also will need to be incorporated into the final building plans for the homes due to the proximity of the lots to Interstate 15 on the west. The City has concluded necessary consultation with the Native American Tribes in accordance with Assembly Bill 52. No avoidance or mitigation measures for tribal cultural resources were necessary.

Staff received one comment (letter attached) from an adjacent residential property owner (John Riksford) immediately south of the project site during the 20-day public review period for the Draft MND. Mr. Riksford indicated that a concrete brow ditch along the northern property boundary of his development (Escondido Views) was altered during the grading/construction of the extension of Amber Lane and needs to be repaired. He also indicated the landscaped slope that was created between Amber Lane (within the Amber Lane access easement) and his development is not being properly maintained. The Engineering Division would require the developer to install/repair the relatively small missing section (approximately 10 feet) of the off-site brow ditch as part of the approval of the grading plan for the two subject lots provided the Escondido View HOA allows the off-site work on their property (construction easement, or letter of permission to work). The maintenance of the Amber Lane private roadway easement and landscaping would be the ongoing responsibility of the individual property owners in accordance with the recorded CC&Rs and conditions of approval for the Parcel Map.

SUMMARY:

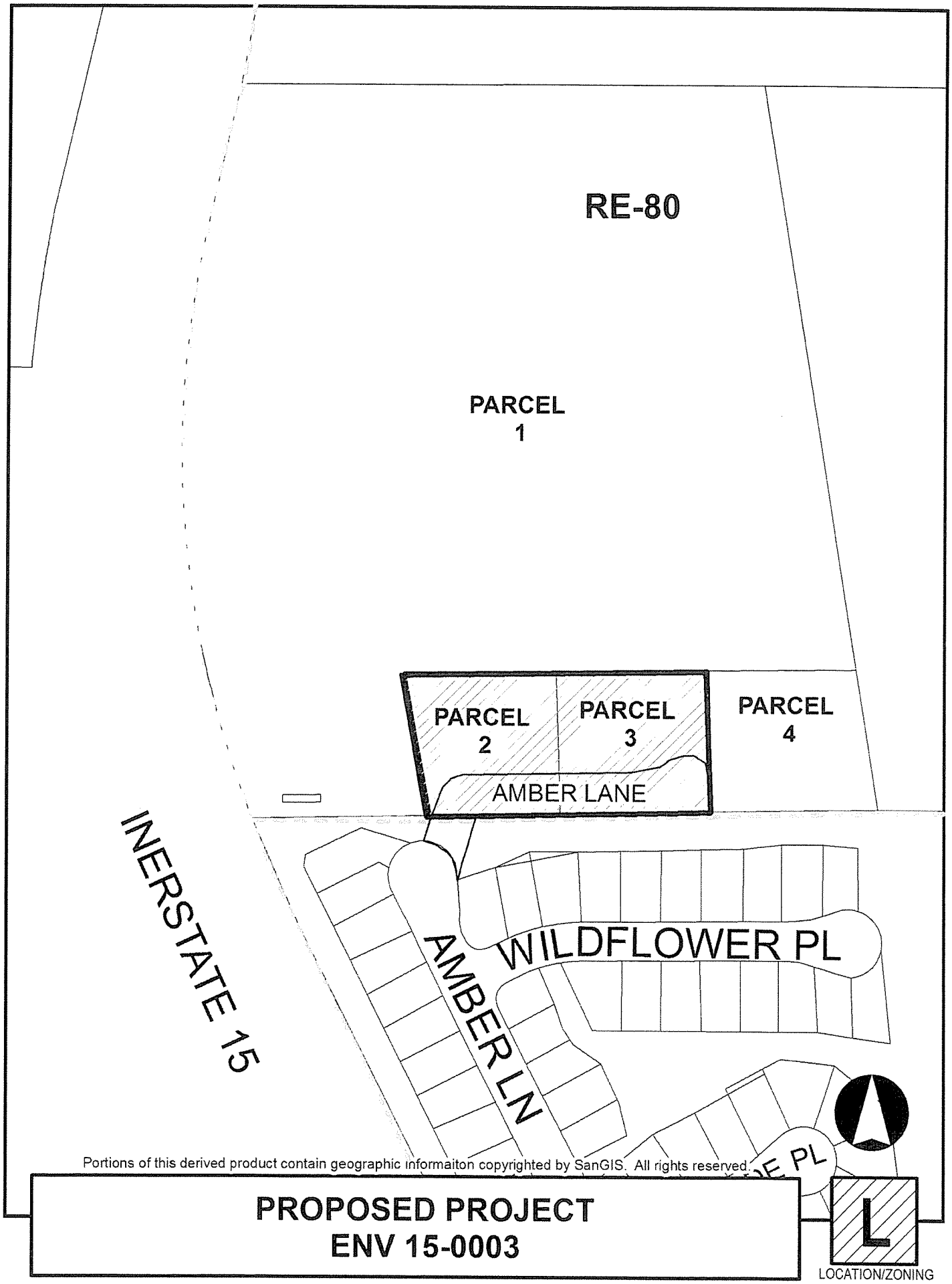
Adoption of the Final Mitigated Negative Declaration (MND) would allow the developer to finalize the grading and landscape plans for the project, and complete any necessary mitigation

measures. However, grading of the lots would not be allowed (issuance of the grading permit) until building plans for the homes are submitted and approved, which ensures that all storm water measures and landscape improvements are secured and properly maintained.

Respectfully Submitted,

Jay Petrek
Director of Community Development

Jay Paul
Associate Planner



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PROPOSED PROJECT
ENV 15-0003

LOCATION/ZONING

TO: Escondido Planning Department

FROM: Jon Riksford

RE: ENV 15-0003 Amber Lane-2 Lots

DATE: February 1, 2016

There are two points regarding the project that I hope might be considered:

Many years ago, when this project was first initiated, a good deal of excavation and grading work was necessary for the installation of a concrete and asphalt access road from Amber Lane. The access road cut through APN 224-891-7800 and an existing Brow-Ditch; the land and improvements are part of the Escondido View HOA Common Area. Since the road was put in, all storm water run-off from the Brow-Ditch cascades down the cut, onto the concrete driveway and onto the street. I'd like to see the current property owner required to address the storm water run-off issue as a condition of project approval.

Many years ago, when the original excavation and grading work was completed, extensive plant material, including ground cover, shrubs and trees were planted and irrigation systems were installed and for several years, the area really looked nice. Unfortunately, about nine or ten years ago, the current property owner turned the water off and has discontinued irrigating the landscaped areas. Much of the landscaping has died off and is unsightly. I'd like to see the current property owner required to replant and irrigate the original landscaped areas as a condition of project approval. The new plans call for landscaping and irrigation. Are there safeguards in place to prevent the property owner from turning off the water to the new landscaped areas, as he has done previously?

Thank you for your consideration in this matter.

Should there be any questions, please feel free to contact me.

Jon Riksford, 632 Wildflower Place, Escondido, CA 92026

(760) 715-7865

jonriksford@yahoo.com

RECEIVED
FEB - 1 2016
PLANNING DIVISION

Agenda Item No.: 15
Date: March 23, 2016

RESOLUTION NO. 2016-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION, CEQA FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE AMBER LANE RESIDENTIAL DEVELOPMENT

Planning Case No.: ENV15-0003

WHEREAS, the property owner of two single-family residential lots (Lots 2 and 3 of Map No. 16032), addressed as 2401 and 2415 Amber Lane submitted a grading plan to facilitate the development of a single-family residential home on each of the lots; and

WHEREAS, the City Council of the City of Escondido as the lead agency under the California Environmental Quality Act ("CEQA") is responsible for adoption of the Mitigated Negative Declaration; and

WHEREAS, a Mitigated Negative Declaration (City File No. ENV15-0005) was prepared and issued to evaluate project-related impacts and identify mitigation measures in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Escondido did on March 23, 2016, hold a public meeting to consider the proposed project and adoption of the Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the City Council has reviewed and considered the Final Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program prepared for the project, and has determined that it adequately addresses all environmental issues associated with the project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest to adopt the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

. 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 has considered the Mitigated Negative Declaration together with all comments received during the public review process.

3. The findings of this review are that the Initial Study identified effects related to biological resources and noise that might be potentially significant, but revisions in the project plans and/or mitigation and avoidance/minimization measures agreed to by the project applicant would provide mitigation to a point where potential impacts are reduced to less than a significant level. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, or cause the fish or wildlife population to drop below self-sustaining levels. The project would not threaten to eliminate a plant or animal community or substantially reduce the number or restrict the range of a rare or endangered plant or animal. The project would not eliminate important examples of the major periods of California history or prehistory. The project would not materially degrade levels of service of the adjacent streets, intersections, or utilities. The project would not have impacts that are cumulatively considerable, and would not have effects that would cause substantial adverse effects on human beings, either directly or indirectly. Therefore, the proposed project would not have a significant individual or cumulative impact on the environment.

4. That the bulk, scale, density and overall character of the proposed development is compatible with the surrounding neighborhood and with the natural, cultural, scenic and open space resources of the area. The proposed development respects and preserves the natural landform, vegetation, and wildlife of the project site, and any potential impacts to sensitive/protected vegetation communities and wildlife are properly mitigated. The development does not substantially alter the natural appearance and land form of the hillside and ridges, and the location and design of the proposed development will protect the safety of current and future residents, and will not create a significant threat to life and property due to slope instability, fire, flood, mud flow, erosion or other hazards. All grading associated with the project has been minimized to the extent possible, preserving the character of the property while utilizing appropriate erosion control practices.

5. That the Mitigation Monitoring and Reporting Program, attached as Exhibit "A" and incorporated by this reference, addresses mitigation for potential project-related impacts and the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

6. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the findings and applicable law, the City Council finds that the project is consistent with the General Plan and adopts the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

EXHIBIT "A"

Mitigation Monitoring and Reporting Program (MMRP)

Amber Lane Residential Development

PROJECT NAME: Mitigated Negative Declaration for the Amber Lane 2 Lots

PROJECT DESCRIPTION: The project involves a grading permit to facilitate the construction of single-family residential homes on two separate parcels (one home on each parcel). This environmental review is necessary because the parcels contain Sage Scrub-Chaparral habitat that would be impacted by the development. Therefore, mitigation measures are necessary to offset the removal of 0.86 acres of the habitat. The grading design includes a combination of cut and fill slopes, and retaining walls. The entire site would need to be cleared to provide appropriate fire clearance areas because the site is located within a Very High Fire Zone. Solid masonry fire walls would be constructed around the northern and eastern perimeter of the site.

PROJECT LOCATION: City of Escondido, CA. The two parcels (0.86 ac. and 0.89 ac.) are located towards the northern terminus of Amber Lane, north of Wildflower Place, east of Interstate 15 and Center City Parkway, addressed as 2401 and 2415 Amber Lane (APNS 224-240-13 and -14).

APPLICANT/CONTACT PERSON: Jay Paul, Planning Dept.

PHONE NUMBER/Email: (760) 839-4537 jpaul@escondido.org

ASSOCIATED CASE NO.: ENV 15-0003

APPROVAL BODY/DATE: City Council, March 23, 2016

PROJECT MANAGER: Project Developer to be determined upon submittal of construction plans

Phase at which the Mitigation Measures are to be implemented

Prior to issuance of grading permit/site grading

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
Biological Resources					
BIO-1	Purchase 0.9 acres of mitigation credits (0.86 rounded up to the nearest tenth of an acre) of Chaparral and unoccupied Sage Scrub habitat at City of Escondido Daley Ranch Conservation Bank or other appropriate conservation bank).	BIO-1 Page 30 of MND	City of Escondido, Biologist, Project Manager		

Resolution No. 2016-31
Exhibit A
Page 1 of 3

EXHIBIT "A"

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
BIO-2	The Coastal Western Whiptail is on the California Department of Fish and Wildlife's Special Animal List (CDFW, 2014d). It holds no status under the federal Endangered Species Act or the California Endangered Species Act. Only one individual was noted on-site during the field visits. The loss of a small population of Coastal Western Whiptails is considered mitigated through the purchase of mitigation credits at the Daley Ranch, or other appropriate conservation bank; and	BIO-2 Page 30 of MND	City of Escondido, Biologist, Project Manger		
BIO-3 Nesting Season Avoidance	Bird species protected under the Migratory Bird Treaty Act (MBTA) were observed on-site. As such, vegetation clearing or brushing shall occur outside of the typical breeding season for raptors and migratory birds (February 15 to August 31). If this is not possible, then a qualified biologist shall conduct a survey for nesting birds no more than five calendar days prior to construction to determine the presence or absence of nests on the project site. The applicant shall submit the results of the pre-construction survey to the City for review and approval prior to initiating any construction activities. No construction activities shall occur within 300 feet of active nests until a qualified biologist has determined that they are no longer active or that noise levels will not exceed 60 dBA Equivalent Energy Level (Leq) at the nest site. Alternatively, noise minimization measures such as noise barriers shall be constructed to bring noise levels to below 60 dBA Leq, which will reduce the impact to below a level of significance.	BIO-3 Page 30 of MND	City of Escondido; Biologist/ Restoration Ecologist, Project Manager		
Noise					
N-1 Noise Minimization Conformance with CBC	Prior to the issuance of building permits for the homes, the Applicant will be required to submit an interior noise analysis (INA) to ensure that the homes are constructed to provide the appropriate construction features to conform to interior noise levels below an Ldn or CNEL of 45 dB in any room.	N-1 Page 37 of MND	City of Escondido, Project Engineer, Project Manager, Archaeologist/ Principal Investigator		

Resolution No. 2016-31
Exhibit A
Page 2 of 3

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
N-2 Noise Minimization - Avoidance	Appropriate noise attenuation barrier(s) will need to be constructed, as may be required, to bring the noise level for rear yards of the lots down to 60 dBA, to the extent feasible. Any necessary noise attenuation features will need to be identified on the building site plans/precise grading plans for the project.	N-2 Page 37 of MND	City of Escondido, Project Engineer, Project Manager, Archaeologist		

CODE COMPLIANCE

Ongoing monitoring to ensure compliance with all mitigation measures, operational requirements, standards, codes and regulations.	City of Escondido Utilities-Environmental Programs City of Escondido Public Work Department

Resolution No. 2016-31
Exhibit A
Page 3 of 3

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 16
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jay Petrek, Director of Community Development

SUBJECT: Consulting Agreement for Preparation of an Environmental Impact Report for the Citywide Sphere of Influence Update and the Safari Highlands Ranch Project (Case No. ENV 15-0009 and SUB 15-0019) and Related Budget Adjustment

RECOMMENDATION:

It is recommended that the City Council adopt Resolution 2016-34 approving a consulting agreement and scope of services with Michael Baker International to prepare an Environmental Impact Report (EIR) for the proposed Citywide Sphere of Influence Update and the Safari Highlands Ranch (SHR) project for a not-to-exceed price of $296,475.00 and to direct staff to make related budget adjustments.

FISCAL ANALYSIS:

The costs for preparation of the EIR, as well the costs to cover staff and consultant review, will be funded by the applicant and will not impact City funds. The review and approval process for this project entails the following four different agreements: 1) preparation of the EIR; 2) planning consultant extension of staff; 3) reimbursement of City staff time; and 4) consultant review of civil engineering and technical plans and documents. Because this project will span multiple fiscal years, staff proposes to include all of these agreements into the Capital Improvement Plan (CIP) budget instead of the operating budget to better facilitate the long-term nature of this project.

ENVIRONMENTAL REVIEW:

All development projects require some level of environmental documentation pursuant to the California Environmental Quality Act (CEQA). Because of the scale and complexity of this project and the various associated potential environmental impacts, staff determined that this project coupled with the Citywide Sphere of Influence Update would be subject to an EIR.

GENERAL PLAN ANALYSIS:

While the SHR property is located outside of the City limits in unincorporated San Diego County, it is included in the City's General Plan and is designated as Valley View Specific Plan Area (SPA) #4. The 1,100-acre project encompasses the majority of the 1,590-acre SPA #4 that "envisions an upscale, large lot single-family residential community, organized around a comprehensively planned open space system." (General Plan pages II-45 – II-47). The Rancho Vistamonte development involving 133 acres and 80 units is the only other master planned community within SPA #4. In addition, there are approximately 10-15 other

master planned community within SPA #4. In addition, there are approximately 10-15 other single family homes on large lots dispersed throughout SPA #4. The SRH project also proposes the following minor General Plan Amendments:

1. Amendment to the Escondido General Plan Circulation Element map to add Safari Highlands Ranch Road as a new Local Collector with a Specific Alignment Plan for deviations to horizontal and vertical angles and inclinations and designating other proposed primary and emergency access route(s) accessing the site;
2. Amendment to General Plan SPA #3 map (Rancho San Pasqual) to designate the proposed Safari Highlands Ranch Road through the Eagle Crest Golf Course fairway between Old Ranch Road and Vistamonte Avenue in the southern portion of SPA #3 in an alignment currently designated as "Emergency Access Road".

CONSULTANT SELECTION:

Staff distributed Request for Proposals (RFP) to eight EIR consulting firms located in San Diego County. The City received four proposals and staff conducted interviews with the top three candidates. After interviews and a full evaluation, staff selected Michael Baker International (MBI) to prepare the EIR. The evaluation team concluded that MBI had a clear understanding of the services to be provided and relevant experience with preparing EIRs involving major residential development with similar complex issues, including third-party review of technical studies. They also demonstrated a highly qualified and flexible project management team that demonstrated their abilities to address the many comments submitted to the City by agencies and interested parties. The applicant has reviewed MBI's scope of services and fee, and has agreed to the proposal.

NEXT STEPS IN THE PROCESS:

Upon approval and execution of the consultant agreement, MBI will commence with the first steps of the EIR process, including holding a kickoff meeting with City staff and the applicant, reviewing and refining the project description, start the third party review of existing technical studies, and review and refine the EIR work plan. This EIR agreement would complete preparation of the Draft EIR which would be distributed for public review, currently estimated to be released in eight to 10 months. Preparation of the Final EIR will be subsequently completed on a time and materials basis depending upon the extent of public and agency comments.

Respectfully Submitted,

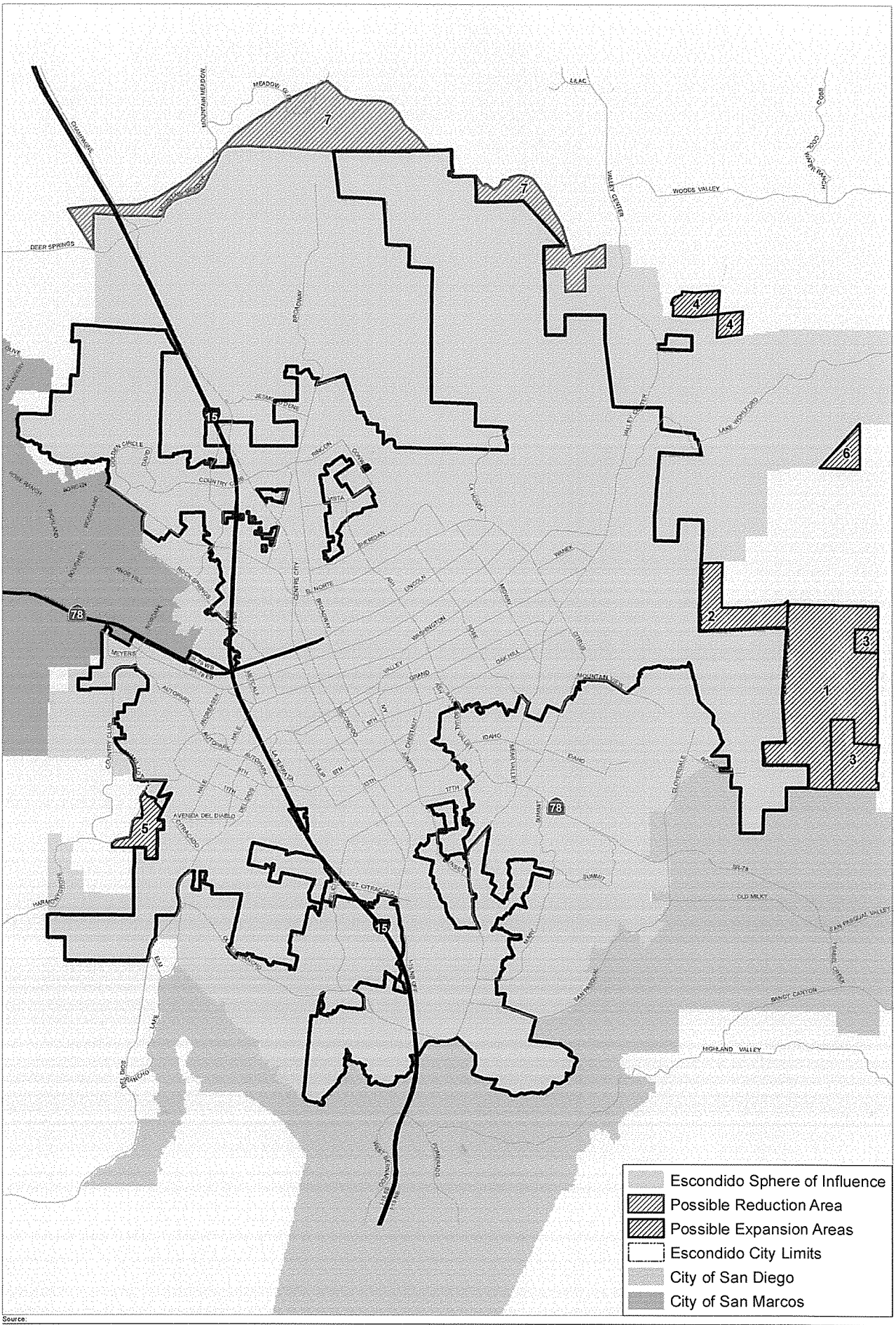
Jay Petrek
Director of Community Development

John Helmer
Planning Consultant

Attachments:

1. Sphere of Influence Study Area Map
2. Safari Highlands Ranch Illustrative Plan
3. Budget Adjustment Request Form

Attachment 1



Source:

Sphere of Influence Study Areas

Document Path: S:\GIS\Projects\CommDevelopment\20150623 Jay Petrek Sphere of Influence annexations\Sphere 11x17.mxd

Date: 11/23/2015



Illustrative Site Plan

Figure 2

ATTACHMENT"3"

ESCONDIDO
City of Choice

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: 3/23/16

Department: Community Development

Division: Planning

Project/Budget Manager: John Helmer (Name) 4543 (Extension)

Council Date (if applicable): 3/23/16
(attach copy of staff report)

For Finance Use Only
Log # BA 03-01
Fiscal Year 2016

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Safari Highlands Ranch Project	229-NEW	604,486	
Reimbursement by Safari Highland Ranch, LLC	4370-229	604,486	

Explanation of Request:

The Safari Highlands Ranch applicant will be paying $604,486.00 for the cost of preparing an EIR for the project as well as for payroll reimbursement and outside consultant related costs.

APPROVALS

Department Head — 3/11/2016 — Date

City Manager — Date

Finance — 3/11/16 — Date

City Clerk — Date

Distribution (after approval): Original: Finance

FM\105 (Rev.11/06)

Agenda Item No.: 16
Date: March 23, 2016

RESOLUTION NO. 2016-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT ANALYZING IMPACTS OF THE PROPOSED CITYWIDE SPHERE OF INFLUENCE UPDATE AND SAFARI HIGHLANDS RANCH PROJECT

Case No.: ENV 15-0009, SUB 15-0019

WHEREAS, the applicant for the residential project known as Safari Highlands Ranch is proposing a Master Planned Community ("the project") involving 550 single-family residential lots, 13 open space lots, 15 Home Owners Associate lots, eight private street lots, two public facilities lots, one fire station lot, one public park lot, and one private park lot on 1,098 acres of vacant property northeast of the Rancho Vistamonte Community and north of the San Diego Zoo Safari Park in unicorporated San Diego County; and

WHEREAS, the project application entitlements includes a Sphere of Influence update, Development Agreement, annexation to the City of Escondido, Specific Plan, Amendment to the Escondido General Plan regarding Specific Plan #3, Amendment to Escondido General Plan Circulation Element, Tentative Subdivision Map; Prezoning; Grading Exemptions; Specific Alignment Plan; and various Annexations and Detachments subject to approval of the Local Agency Formation Commission; and

WHEREAS, on July 13, 2015, the applicant submitted an application package for the project entitlements described above and a written request for the preparation of an

Environmental Impact Report ("EIR") for the project, stating that the technical studies prepared for the project supported this approach to satisfying California Environmental Quality Act ("CEQA") requirements; and

WHEREAS, the City has been advised by the Local Agency Formation Commission that in order to process the proposed annexation and sphere of influence amendment for the Safari Highlands Ranch project that the City would need to comprehensively update the citywide sphere of influence consistent with State law; and

WHEREAS, staff issued a Request for Proposal seeking qualified consulting firms to prepare the EIR for both the Safari Highlands Ranch project and the Citywide sphere of influence update and received proposals from four qualified consultants; and

WHEREAS, Michael Baker International was deemed the most qualified consulting firm to prepare the EIR; and

WHEREAS, the Director of Community Development recommends the execution of a Consulting Agreement ("Agreement") with Michael Baker International to complete the EIR, in accordance with the Scope of Work identified as Attachment "A" to the Agreement; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said 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. That the City Council accepts the recommendation of the Director of Community Development.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Michael Baker International in the amount not-to-exceed $296,475.00 for the EIR. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.

ESCONDIDO
City of Choice

CITY OF ESCONDIDO

This Agreement is made this 23rd day of March, 2016.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: jay Petrek, Director of Community Development
760-839-4556
("CITY")

And: Michael Baker International
9755 Clairemont Mesa Blvd. Suite 100
San Diego, CA 92124
Attn: Bob Stark, AICP
(858) 614-5000
("CONSULTANT")

Witness that whereas:

A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to prepare an Environmental Impact Report (EIR) for the Citywide Sphere of Influence Update and Safari Highlands Ranch Project; and

B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.

2. Scope of Compensation. The City will pay the CONSULTANT for performance of tasks specified in "Attachment A" only for the not to exceed amount of $296,475. 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. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

3. 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.

4. 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.

5. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.

6. 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.

7. Insurance.

   a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:

      (1) General liability insurance. Occurrence basis with minimum limits of $1,000,000 each occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate; and

      (2) Automobile liability insurance of $1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and

      (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

      (4) Errors and Omissions professional liability insurance with minimum coverage of $1,000,000.

   b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

      Acknowledged by CONSULTANT _____

      Waiver appropriate by CITY _____

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

      (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

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

      (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page.

The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

(4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.

(5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

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

8. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:

a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;

b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or

c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.

9. 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.

10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

11. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.

12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

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

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.

17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.

18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.

19. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.

20. 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.

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

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

CITY OF ESCONDIDO

Date:_____

_____
Sam Abed
Mayor

Date:_____

_____
Diane Halverson
City Clerk

Date:_____

_____
(Consultant signature)

_____
Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

ATTACHMENT A SCOPE OF WORK

Task 1. Project Meetings and Management

There is always a first kickoff meeting where we review the scope, timeline, project materials, and communication protocol with the City. Realistically, this is only the first of several meetings and conference calls needed before the EIR drafting can begin efficiently. These meetings will occur at major milestones that serve to create both the detailed project description and the working bibliography for the EIR. We have identified the following meetings as essential to the process, with an explanation for each.

Kickoff Meeting: At this meeting, we will review the contract, scope of work, format of deliverables, and communication protocol with the City and with responsible agencies. We will also discuss how the details of the peer review will be met, how site access is arranged, timing of reports, and City contacts for verification of analysis. This meeting will also include the first discussion of the direct and indirect project details essential to creating a complete project description and a review of thresholds contained in the City's CEQA Guidelines. During this meeting, we will also discuss the land use assumptions for the Sphere of Influence properties that are not part of the development proposal. As discussed above, we envision the kickoff meeting will actually consist of a series of meetings and conference calls where Michael Baker's management team identifies, refines, and confirms key assumptions, data needs, and schedule milestones.

Review Meeting: The main purpose of this meeting is to review the results of our peer review of the technical reports supplied as part of the application and to determine responsibility (i.e., City, applicant, or consultant) and timing for closing any data gaps. For example, we will need to ensure that off-site improvements are addressed in the biological and cultural assessments. Because the results of the peer review will have been submitted in advance of the meeting, the agenda for this meeting can also be changed to present the results of the revisions or additional analysis. At the conclusion of this meeting, we will look for acceptance of the technical studies as adequate for the EIR. It is important that the technical studies be accepted as valid before incorporation into the EIR to avoid reporting inaccurate data or conclusions.

Public Meeting: This meeting is planned to occur early in the public review period for the Draft EIR and will be an opportunity to publicly explain the results of the analysis and provide an early opportunity for comments. Our project manager, Bob Stark, will present the findings of the Draft EIR and respond to comments and questions from meeting participants.

City Coordination: We will establish a regularly scheduled check-in call to ensure that the City always knows the status of project tasks and is kept apprised of any potential

issues. A summary of issues discussed on the call and all action items will be e-mailed to the City's project manager following the calls to be sure everyone is on the same page with regard to EIR status, action items, and responsibilities.

Task 2. Project Description

A complete and internally consistent project description is the most critical aspect of any EIR. Any change, even a small one after the drafting of the EIR is under way, can result in countless hours making edits and potentially lead to the impact analysis not matching the "whole of the project." The Michael Baker team will have numerous questions about the project, such as how it will be constructed, the types of materials likely to be used, phasing, staging, and utilities connections, some of which the applicant may not know or may change as the project is developed. Regardless, the EIR needs to evaluate how the project will be implemented while recognizing that changes could occur over time. We refer to the process as developing *a* plan which is not necessarily *the* plan for the project. Some key items that will need to be defined for the EIR include:

⇒ Mitigation Measures and Project Design Features

The EIR must consider project design features that address potential significant impacts and disclose whether they are effective in mitigating the impact. The impact analysis needs to also identify existing policies, ordinances, and programs that affect the project. Nearly every inch of a project is regulated by some state, federal, or local ordinance, and correct application of these existing regulations can avoid needless, and potentially conflicting, mitigation. Only after factoring project design features and existing regulatory standards should an impact analysis consider the application of mitigation measures to address a significant impact. The Michael Baker team will take guidance from the recent *Lotus v. Department of Transportation* decision in distinguishing between applicant-proposed environmental protections and required mitigation measures.

⇒ Extent of Analysis

Should the EIR include quality of life, community character, or other typically subjective subjects as part of the analysis? This can be difficult, as the analysis discussion needs to include a threshold in order to determine significance. While the City's General Plan includes quality of life standards to be considered as part of the project, we will need to determine whether this consideration will occur in the EIR or in another document separate from the environmental process.

⇒ Off-Site Improvements

This project will require off-site improvements to connect to the existing infrastructure. The extent to which the existing studies will address these improvements will be essential to a defensible document. The EIR must define and assess road connections, pipelines, trenching for utilities, staging areas for heavy equipment, and parking areas for construction workers. Once the entirety of the project is known, we will need to ensure that the technical studies encompass the "whole of the project" as defined in CEQA.

⇒ San Pasqual Union School Road Design Alternatives

The impact of the project on the drop-off and pickup of children at the elementary school is an issue raised by a number of NOP commenters. Several alternatives are being discussed

regarding how improvements to the roadway might be made to address this issue. The project description will need to include these improvements as part of the analysis.

⇒ Responsible Agencies and their EIR Needs

Several agencies will need to use the EIR to approve permits or improvements as a result of the project. Just like the City, some of these agencies have their own CEQA guidelines and procedures that the EIR will need to consider. In particular, the school district and LAFCO will need to take action; however, the project will also include decisions by the County and possibly the City of San Diego and the Regional Water Quality Control Board. Critical to the project description will be identifying the agencies that need to take action, when the action is required, and what additional analysis might be needed to support their consideration.

⇒ Land Use Assumptions for the Sphere of Influence Areas

We are recommending a separate section to consider the Sphere of Influence update and will base much of the analysis on the Municipal Services Review currently under way. However, for the EIR, we will need to make land use assumptions to ensure the analysis reflects the potential for future impact.

⇒ Project Objectives

Well-defined project objectives are an essential part of the EIR and help guide the alternatives analysis. Since the alternatives will be developed as the analysis is completed, it will be important develop the objectives early in the process.

The project description is arguably the most important section of the EIR and will likely go through several reviews before becoming an accepted EIR section. We strive to have the description completed as early as possible so that all of the analysis can rely on a stable and unchanging project description. That said, we know that all projects change and that some of the early analysis may lead to changes which will affect one or more sections of the EIR.

Task 3. EIR Section Preparation

While this will be a lengthy document with a great deal of supporting evidence, some sections are less reliant on technical studies or can be prepared with the information already on the record. To help with the preliminary review, we propose to provide EIR sections to the City for review in three groupings as shown in the table below. Certainly the sections can move from one phase to the next depending on the timeliness of the technical study or the need for revision, but by breaking the EIR up in to separate City administrative review periods, we allow the review to focus on the pertinent issues without providing an overwhelming document all at once.

Proposed EIR Section Group Submittals

Group A	Group B	Group C
Introduction	Aesthetics and Visual Resources	Air Quality
Project Description	Traffic and Circulation	Greenhouse Gases
Land Use and Planning	Biological Resources	

Population, Housing, and Growth Inducement	Hazardous Materials	Noise
Geology and Soils	Hydrology and Water Quality	Utilities and Service Systems
Cultural Resources	Wildfire Hazards	Alternatives
	Public Services and Recreation	Other CEQA Considerations (including Energy Demand)
	Sphere of Influence Amendments	Executive Summary

A – Sections that are possible to complete without extensive new technical analysis.

B – Sections that require new or additional technical analysis.

C – Sections that rely on the results of technical studies completed in Group B.

We anticipate that some of these sections may move through more than one revision before resulting in drafts suitable for the EIR. All sections will be submitted with supporting materials and figures. All technical studies will include a date and version number to ensure that the EIR references the most current version. The method for submittal will be as determined in the kickoff meeting, but we prefer electronic submittals with all edits and comments made in track-changes mode.

The scope for each technical section of the EIR is provided below, including peer review and new analyses where warranted.

Task 3.1. Traffic and Circulation

Michael Baker will conduct up to two rounds of detailed peer review for the Transportation Impact Study (TIS) submitted by the project applicant and work collaboratively with the consultant to ensure all pertinent traffic, circulation, and safety issues have been addressed. Our peer review will focus on the following:

- Project trip generation, distribution, and assignment assumptions
- Analysis scenarios including existing conditions, existing plus project, near-term, and longer-term conditions
- Study area intersection and roadway segment operations, including project driveway access
- Caltrans's required analyses (if applicable) including freeway segments
- Significance thresholds and identified impacts
- Recommended mitigation measures
- Significant unmitigated impacts and outstanding unresolved issues
- On- and off-site vehicular and non-vehicular circulation
- On-site multimodal circulation
- Multimodal access
- Inclusion of VMT analysis and proposed thresholds to address SB 743, as well as provide necessary input to GHG modeling (Task 3.8).

We will prepare a technical memorandum documenting the steps above and the findings of adequacy regarding the TIS, and identify/recommend subsequent analysis as necessary.

It is anticipated that we will also request that the applicant's traffic consultant supplement their study to address access and safety issues related to proposed circulation alternatives at San Pasqual Union School. This scope may includeusing the microsimulation software SimTraffic 8, for the student pickup/drop-off areas along Rockwood Road in front of San Pasqual Union School, assuming the additional traffic from the proposed project. The analyses will be would be performed during the AM student drop-off period and the PM (afternoon) pickup period with the assumed project traffic .

For the safety analysis, we will also work collaboratively with the applicant's consultant to review collision history for the San Pasqual Union School influence area and to recommend countermeasures in an effort to improve safety for non-motorized travel in the project area.

Task 3.2. Biological Resources

Michael Baker will peer review the applicant's biological resources report including verifying maps and reviewing relevant literature and database queries. To confirm the information provided in the report, Michael Baker will compile readily available aerial imagery, topographic maps, and soils maps. Our literature review will include but not be limited to the following:

- All relevant Subarea Plans pertaining to the Safari Highlands Ranch project site and surrounding areas associated with the County of San Diego Multiple Species Conservation Program (MSCP) and the North County Multiple Habitat Conservation Program (MHCP)
- Relevant species records pertaining to the project site and surrounding areas at the San Diego Natural History Museum (e.g., Plant Atlas, Bird Atlas) and the Consortium of California Herbarium
- Habitat requirements of potentially occurring special-status species listed by the US Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) as they pertain to the project site and surrounding areas
- CDFW Annual Report on the status of State-listed threatened and endangered plants and animals as it pertains to the project site and surrounding areas
- Previous biological resources documentation for the project site, and biological resources documentation for other projects in the vicinity within the last five years

Additionally, Michael Baker will conduct a due-diligence-level assessment of the potential biological resources pertaining to the project site and surrounding areas based on recorded observations in the vicinity to verify the information provided in the applicant's report. This assessment will consist of an in-depth review of readily available databases including but not limited to those listed below.

- USFWS Critical Habitat Portal
- California Natural Diversity Database
- California Native Plant Society online Inventory of Rare and Endangered Plants of California
- Calflora Plant Observation Database
- SanGIS Database

- Relevant GIS datasets and metadata for the project site and surrounding areas maintained by the San Diego Management & Monitoring Program and the SANDAG Environmental Mitigation Program Working Group

The results of this desktop review will be summarized in a Memorandum of Findings (MOF) in which potential biological issues will be identified and evaluated according to the best available information. The MOF will:

- Clarify the components of the Biological Survey Area (BSA) for the project.
- Clarify the number of special-status plants recorded within the study area for the project.
- Support or identify the need for clarification on the determination in the biological report regarding lack arroyo southwestern toad (*Bufo californicus*) habitat on-site.
- Clarify suitable golden eagle (*Aquila chrysaetos*) breeding and foraging habitats, as well as potential direct/indirect (urban interface) effects for the project site and surrounding areas based on recent findings from US Geological Survey tracking/modeling studies for the local breeding pairs.
- Clarify regional and local wildlife corridors and linkages for the project site and surrounding areas based on detailed evaluation of relevant SanGIS datasets and MSCP/MHCP designations.
- Recommend specific and site-appropriate wildlife movement undercrossings and wildlife corridor widths for the project site.
- Expand the analysis of indirect impacts to special-status plant species recorded within the study area for the project.
- Clarify direct and indirect impacts to coastal California gnatcatcher (*Polioptila polioptila californica*) territories on the project site and in surrounding areas, including potential indirect impacts related to brown-headed cowbird (*Molothrus ater*) parasitism as a result of San Pasqual agricultural operations.
- Register the project site for potential use of planned nursery stock of coastal pricklypear (*Opuntia littoralis*) within proposed revegetation areas on-site (i.e., Zone II fuel modification zones, manufactured slopes), which will be available through a contract growing program managed by the San Diego Zoo Institute for Conservation Research (via a SANDAG grant) as part of a Coastal Sage Scrub Restoration Project to expand coastal cactus wren (*Campylorhynchus brunneicapillum sandiegensis*) nesting habitat in the project area (including the documented breeding pair on-site).
- Develop scientifically based, site-appropriate habitat performance criteria for proposed upland revegetation areas and mitigation areas (i.e., creation/establishment, restoration, and enhancement) for jurisdictional impacts.
- Provide recommendations in the MOF for any suggested revisions and any additional information, analyses, and/or biological services to bring the applicant's biological report up to date, such as the potential need for additional focused surveys for special-status plant or animal species, as well as more appropriately defined biological mitigation requirements.

Completion of the project would result in streamlining of biological impacts/mitigation analyses due to proposed annexation of the project site into the City of Escondido corporate limits, which would then be covered by the Draft Escondido Subarea Plan of the North County MHCP (City of Escondido 2001). Mitigation for habitat impacts will be calculated in the applicant's biological report based on predefined

County/City of San Diego MSCP and non-MSCP compensation ratios because the project site is currently not covered by the Draft Escondido Subarea Plan. That plan states "approximately the southern two-thirds of the property is within the County's approved MSCP Subarea Plan, and would be reviewed for compliance with the County's Implementing Agreement. The northern one-third of the property is within the County's future North County MSCP Subarea. The [SHR project site is also] west and adjacent to the City of San Diego MSCP boundary."

With proposed annexation of these areas into the City of Escondido, the biological impacts/mitigation analyses will be simplified consistent with the Draft Escondido Subarea Plan. In addition, this subtask will involve the identification of applicable Preserve Areas, Focused Planning Areas (FPAs), Constrained Lands, and/or relevant Land Use Adjacency Guidelines designated under the Draft Escondido Subarea Plan for the project site and surrounding areas. This will include appropriate analyses of potential edge effects and recommended siting for proposed development buffers, fencing, signage, lighting plan, noise attenuation barriers, landscaping plan, and best management practices/low impact development measures to prevent/minimize stormwater runoff erosion and water quality impacts. All recommended measures will be reviewed by other Michael Baker staff with expertise in the subject areas (e.g., water quality, noise, landscape architecture) to ensure feasibility and internal consistency with other sections of the EIR.

This task excludes on-site reconnaissance, habitat assessments, general biological surveys, and focused protocol surveys for special-status species and associated reporting. This task also excludes a formal Jurisdictional Delineation and report as well as activities associated with the regulatory agencies' permitting processes, including preparation of wetland permit applications in accordance with Sections 404 and 401 of the Clean Water Act and Section 1600 of the California Fish and Game Code. Michael Baker biologists and regulatory permitting experts are available to assist the City with these tasks for an additional fee if requested.

Task 3.3. Wildfire Hazards

We propose to address the wildfire and safety issues raised during the public meetings and in the NOP comments in a stand-alone EIR section. The use of a separate section allows us to combine the results of many technical studies into a single section for ease of review. Michael Baker understands that the applicant's consultant team will provide all wildfire hazard planning documents and analyses to the City for peer review by the EIR consultant. Our teaming partner Anchor Point Group will lead the peer review effort with an approach that mirrors the proposed changes to the State CEQA Guidelines that may take effect during preparation of this EIR and establish new wildfire questions in the Appendix G checklist. As currently proposed, the new wildfire questions read:

> ***XVIII. WILDFIRE*** *– If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:*
>
> *a) Impair an adopted emergency response plan or emergency evacuation plan?*
>
> *b) Due to slope, prevailing winds, and other factors, expose project occupants to, or exacerbate risks from, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

c) *Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire exposure or that may result in temporary or ongoing impacts to the environment?*

d) *Expose people or structures to significant risks, including significant fire behavior, down slope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

Anchor Point will conduct a peer review of all pertinent studies regarding wildfire in relation to the proposed development. They will evaluate the accuracy and comprehensiveness of the studies to determine the adequacy and validity, based on fire behavior, fire management industry standards, and the firm's extensive national and local wildfire experience. If the data analysis is found to be inadequate to objectively and accurately conduct the EIR and meet the needs of the City, the deficiencies will be documented for the applicant's consultant to remedy. AnchorPoint has allotted budget for two reviews of the applicant's plans and studies in total.

Task 3.4. Aesthetics and Visual Resources

Viewshed Delineation – The first step in the process will be to delineate the project's visual sphere of influence (VSOI). This important step will use a georeferenced 3D model of the project supplied by the applicant. A 2-mile radius will be used as a threshold this effort will result in a map that shows from where on the landscape the project components will be visible. This GIS analysis will then add the following data layers to assess areas of visual sensitivity: parks and recreation areas, trails, historically significant areas, jurisdictional boundaries, scenic routes, and a recent vertical aerial photograph. This comprehensive product will then be used to identify sensitive receptor locations.

Landscape Characterization – The VSOI will then be divided into landscape character units (LCUs). LCUs will apportion the VSOI into manageable components based on land use and viewer sensitivity. This layer will then be added to the GIS database. Candidate key observation points (cKOPs) will be identified to treat all the LCUs in an equal manner. 20 cKOPs will undergo further analysis. The cKOPs and mapping database identified will be share with City staff for concurrence.

Site Visit and Photographic Survey – a multi-disciplinary team will visit the VSOI to document the accuracy of the viewshed delineation. This is necessary because the product used to create the delineation does not take vegetation into consideration which could screen the project from views. The viewshed delineation will be revised to reflect these observations. Photographs of the existing landscape and anthropogenic modifications will be taken to support the assertion of the baseline visual quality of the VSOI. Views from the cKOPs will also be recorded with required spatial data.

KOP Selection – The cKOPs will then be quantitatively analyzed using a matrix in a multi-criteria decision analysis. The criteria used will be based on typical criterion and any landscape-level criteria identified in the previous step. It is assumed 5 cKOPs will be elevated to KOPs for further analysis. This product will be shared with staff for concurrence.

Visual Simulations – When KOPs identified for further analysis are vetted required spatial data will be provided to the applicant to produce views of the project from the KOPs. This assumes the model is of sufficient quality for photo-realistic visualizations and that the applicant's model can produce landscaping that reflects near term and long term conditions.

Photo Montage Process – The views generated from the 5 KOPs by the applicant will then be registered and inserted into the baseline photographs taken in the photographic survey.

Task 3.5. Hydrology and Water Quality

The Hydrology and Water Quality EIR section will describe the existing hydrologic conditions within the project area, identify current water resource regulations, and evaluate potential water quality and hydrologic impacts associated with the implementation of the proposed project. The engineering review of the applicant-provided CEQA Drainage Study and Water Quality Technical Report, Tentative Map, Grading Plan, and Water and Wastewater Reports is already under way by Michael Baker engineers as an extension of City staff. We anticipate that this engineering review will result in revisions to the submitted materials for use in the EIR.

This section of the EIR will include a discussion of best practices to ensure compliance with the new MS4 regulations and any modification to the existing storm drainage system. Important to residents will be the potential for flooding and erosion associated with the construction process and the new impervious surfaces associated with the project. This section will explain in clear terms how the project will address these issues and the permitting process in place to ensure that improvements are installed and maintained.

Task 3.6. Cultural Resources

Michael Baker teaming partner ECORP will perform a professional peer review of the cultural resources technical report (An Archaeological/Historical Study for the Safari Highlands Ranch Project). The review will indicate whether the survey and testing methods used to identify and evaluate cultural resources (archaeological sites) were adequate, whether each site was evaluated properly under California Register of Historical Resources (CRHR) eligibility Criterion 4, whether the impacts have been analyzed following the procedures specified in California Code of Regulations Title 14, Sections 15064.5 and 15126.4(b), and whether the proposed mitigation measures are appropriate and will reduce impacts to less than significant under CEQA. Preliminary review of the report indicates that the proper CEQA language for site evaluation was not used consistently and may need to be revisited by the applicant's consultant.

In assessing the impact analysis, it will be determined whether all potential impacts to historical resources have been addressed, including direct impacts from grading for house pads, roads, and infrastructure; impacts from construction staging areas; and off-site improvements necessary for project implementation. As part of the review of mitigation measures, ECORP will assess whether sites to be preserved in open space are sufficiently protected (i.e., is the open space dedicated so that it cannot be developed in the future). Mitigation measures requiring data recovery will be reviewed to determine whether the data recovery sample size will be adequate to reduce the impacts to less than significant.

The cultural resources technical report will also be reviewed in accordance with recent case law including the *Oakland Montgomery Ward* case regarding mitigation for demolition of significant historic buildings and the *Madera Tesoro* case regarding deferred evaluation.

Task 3.7. Air Quality

The project is located in the San Diego Air Basin, which is under the jurisdiction of the County of San Diego Air Pollution Control District (SDAPCD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station (Escondido-East Valley Parkway) will be included to help highlight existing air quality local to the project area.

Michael Baker will work with the City and the applicant to develop a construction phasing and assumptions scenario. Because the project would be constructed over several years and multiple phases, assumptions for timing, duration, earthwork, and equipment necessary for each phase will need to be developed. This information is essential for quantifying the project's construction emissions, developing mitigation measures, and determining the appropriate impact level. Therefore, the assumptions should be conservative, yet realistic, and be based on the overall goals and objectives for project development.

Construction-Related Emissions

Construction emissions will be quantified with the California Emissions Estimator Model (CalEEMod). A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the thresholds of significance in the SDAPCD Guidelines for Determining Significance. Construction odors and naturally occurring asbestos impacts will also be discussed qualitatively. Applicable mitigation measures will be identified, as will compliance with standard SDAPCD rules.

Long-Term Emissions

Operational (i.e., area, energy, and mobile source) emissions will be quantified and compared to the SDAPCD thresholds of significance. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the SDAPCD Regional Air Quality Strategy (RAQS) will also be evaluated. If necessary, mitigation measures will be included to minimize emissions that exceed SDAPCD thresholds.

Odor Impacts

The project proposes a scenario that would include an on-site satellite wastewater treatment plant with secondary and tertiary treatment processes to ultimately use the treated water for landscape irrigation. Alternatively, the project could discharge all wastewater to the City's public sewage system. The analysis will analyze odor impacts based on compliance with SDAPCD Rule 51 (Public Nuisance) and California Health and Safety Code, Division 26, Part 4, Chapter 3, Section 41700, which prohibit the emission of any material which causes nuisance to a considerable number of persons or endangers the comfort, health, or safety of the public.

The analysis will also be based on the level and extent of the implementation of odor control technologies that would be incorporated into the wastewater treatment plant (e.g., odor control biofilters, odor-containing enclosures). If necessary, mitigation measures will be included to minimize potentially significant impacts. This scope excludes modeling or quantitative characterization of odors from the treatment plant.

Public Health Impacts

The California Supreme Court is currently reviewing a case that may provide direction on the extent of environmental analysis required for public health impacts from air pollutants emitted from a project (*Sierra Club v. County of Fresno*). While SDAPCD-adopted emissions thresholds remain the gold standard for air quality modeling assessments, new methods and thresholds to address the related health effects of project emissions may be on the horizon.

Because of the longer-term nature of this EIR, Michael Baker will be sure to address potential health impacts of project emissions to further bolster defensibility of methods and content should new interpretation be issued by the court. Note: Our scope does not include preparation of a Health Risk Assessment (HRA) which entails dispersion modeling of pollutants, as the project size and type is well below regulatory guidance for preparation of an HRA.

Task 3.8. Greenhouse Gas Emissions

The state of greenhouse gas (GHG) analysis in CEQA was shaken up again just weeks ago when the California Supreme Court issued its ruling in *Center for Biological Diversity v. California Department of Fish and Wildlife*, also referred to as the Newhall Ranch Case. In our interpretation of the published decision, the court conveys the need for local agencies to prepare GHG reduction plans or climate action plans to decrease the potential for CEQA violations on this complicated issue. In this regard, the City of Escondido's Climate Action Plan provides solid footing upon which to develop a defensible GHG analysis that we further detail in our scope of work.

Michael Baker will review the land use data and will prepare an inventory of the GHG emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. CalEEMod will be used to quantify GHG emissions. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency. The net project-related GHG emissions will be assessed against the City's GHG CEQA Thresholds and Screening Tables, adopted on December 4, 2013. Mitigation measures will be identified and incorporated to reduce potentially significant GHG impacts of the proposed project.

The GHG emissions analysis will also discuss the potential global climate change impacts, the effects of GHG emissions, and the history of GHG emissions regulations in California. Project consistency with the GHG emissions reduction strategies in the City's Climate Action Plan will also be reviewed.

Task 3.9. Noise

Michael Baker will assess existing noise conditions and review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted and short-term noise level measurements will be taken in the project area. The noise monitoring survey will be conducted at up to five separate locations to establish baseline noise levels in the project area. Noise measurements of a 10-minute duration at each location are anticipated to adequately document existing noise levels.

Construction-Related Noise and Vibration

Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations.

The construction noise analysis will also address noise generated from worker trips and the transport of machinery and heavy equipment and soil hauling. Noise from construction vehicle trips will be assessed based on the number of heavy truck trips per day, the location of construction access, and the construction haul routes. An analysis of vibration impacts will be conducted based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and the City's Noise Ordinance specifications. If necessary, mitigation will be identified to minimize potentially significant impacts.

Operational Noise Sources

On- and off-site noise impacts from vehicular traffic will be assessed using the US Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. On-site noise-generating activities will also be addressed and analyzed for potential impacts to adjacent uses.

The analysis of on-site noise-generating activities will also include a discussion of potential noise generated from the proposed wastewater treatment plant. Operational noise from the treatment plant would primarily occur from mechanical equipment, and impacts would depend on the location of the treatment plant and mechanical equipment and whether the equipment is enclosed. The analysis will consider the noise impacts based on the location of the noise-generating equipment to sensitive receptors, ambient conditions, and any intervening structures or topography. If necessary, feasible mitigation will be identified to minimize potentially significant impacts.

Task 3.10. Utilities and Service Systems

This section of the EIR will include a description of the existing municipal and utility service systems serving the project area, including wastewater, water, recycled water, gas, electricity, cable, telephone, and solid waste disposal. The EIR section will detail the availability of those services and resources to serve the project site. Following this discussion, an analysis of the potential impacts to municipal and utility services areas will be provided.

The analysis will be based on technical reports prepared by Dexter Wilson Engineering: Wastewater Report, August 2015, and Water and Recycled Water Report, August 2015, already under review by Michael Baker engineering staff under an extension of services contract with the City. The EIR will cover all proposed options for wastewater treatment by incorporating these as options in the project description; therefore, both scenarios will be equally analyzed in the document. The analysis will be based on Project Facility Availability Forms and personal communications from service providers. In addition, as applicable, this EIR section will incorporate information from the Municipal Services Review (MSR) completed for the Sphere of Influence update.

Regarding water supply, this EIR section will supplement the MSR analysis with information from the Urban Water Management Plan (UWMP) (anticipated to be completed in February 2016) and a project-specific Water Supply Assessment (WSA) required by Sections 10910–10915 of the California Water Code and provided by the City. The water supply analysis will account for the four years of drought conditions which have resulted in further focus on the adequacy of water supplies to meet existing and future water demands statewide. While the UWMP provides detailed information regarding water supply source reliability for existing and future conditions, it will be critical for this EIR to compare current drought conditions to projections used in water planning documents and disclose any identified issues.

Task 3.11. Public Services and Recreation

The Public Services and Recreation EIR section will address potential impacts due to the project's provision of police, school, recreation, and library services. Fire services will be addressed in the Wildfire Hazards section of the EIR, detailed previously in this proposal. The analysis will be largely based on the Municipal Services Review (MSR) completed for the City's Sphere of Influence update. Police and library services will be provided by City of Escondido. School services will be provided by two school districts. The southern portion of the project site, with 310 proposed units, is in the San Pasqual Union School District and the Escondido High School District. The northern portion of the project site, with 240 proposed units, is in the Valley Center-Pauma Unified School District.

Similar to fire services, the EIR will determine police protection capacity by coordinating with the City's Police Department. Existing response times and population service ratios will be disclosed along with ratios and response time changes after project buildout. The potential need for additional staffing and/or police facilities will be discussed along with a determination of the environmental impact of any such expansion of facilities.

By law, development impact fees would mitigate any identified impacts to schools. However, Michael Baker understands that ongoing discussions are being held with the San Pasqual Union School District to determine how the project applicant may be able to contribute to any further capital improvement the school district may need in order to accommodate future residents. Proposed physical improvements, including up to three alternative designs, will be evaluated in this section of the EIR and any potential impacts as a result of the improvements will be identified.

This section will also discuss the proposed project's potential impact to recreation facilities and hiking trails in the area, addressing consistency with the Quimby Act, the Escondido Creek Trail Master Plan Report, and changes to the Eagle Crest Golf Club golf facilities.

Task 3.12. Land Use and Planning

This section of the EIR will discuss "any inconsistencies between the proposed project and applicable general plans, specific plans, and regional plans" (14 California Code of Regulations Section 15125[d]). The section will also include an explanation of the existing land uses on the project site and in the surrounding areas, the various plans and policies from applicable jurisdictions, and an analysis of the effects of the proposed project related to land use and planning issues.

A plan is "applicable" if it has been adopted and it applies to the project. Although this topic must be addressed in the Project Description section, the proposed EIR will also discuss plan inconsistency in the analysis of environmental impacts. For the proposed project, the analysis should include the following regulatory framework discussion: City of Escondido General Plan, County of San Diego General Plan, local Community Plans, City of Escondido Zoning Code, County of San Diego Zoning Ordinance, Cortese-Knox Act (LAFCO), Air Quality Attainment Plans, Waste Treatment/Management Plans, Water Quality Control Plans, Regional Transportation Plans, Park and Trail Master Plans, Regional Housing Plans, and Resource Management Plans.

Our approach to this EIR section will be to first define the project site and surrounding area in terms of existing land uses and character. The land use compatibility discussion will incorporate the noise, aesthetics, lighting, air quality, and traffic analyses completed for the project. Second, the EIR section will define the regulatory framework as described above. This EIR section will include a land use consistency matrix briefly explaining if a plan does not apply to the project or if the project is consistent with a particular plan. Although not required by CEQA, this matrix will help to avoid confusion by the public and the reviewing body by clearly showing the analytical trail concerning such comparisons. Because many policies and plans are resource specific (e.g., Resource Plans are specific to biological resources), inconsistency analysis may be included in several places in the EIR and will be cross-referenced. Finally, if inconsistencies are identified, this EIR section will discuss conditions or alternatives to resolve those inconsistencies.

Task 3.13. Population, Housing, and Growth Inducement

This section of the EIR will disclose the project's potential to induce growth in the project area and beyond. Specifically, this section will discuss any physical or regulatory change that would remove a restriction to or encourage population growth. The proposed project includes a few potential growth-inducing components, such as the proposed roadway and public service improvements (e.g., extension of water, wastewater, and fire services).

Population anticipated from residents of the project will be estimated based on best available data including the City's demographic summaries and growth projections, California Department of Finance Demographic Research Unit reports, and regional projections such as those prepared by SANDAG. The section will determine how the growth represented by the project compares to the population projections for the city and the region.

While the proposed project is residential in nature, it will result in temporary construction jobs and perhaps permanent jobs depending on the extent of project features. This section will report on the employment conditions in and around Escondido for the various jobs anticipated as a result of the project. The section will rely on published data from the California Economic Development Department and projections from SANDAG.

Task 3.14. Geology and Soils

This section of the EIR will summarize the methods and findings from the applicant's geotechnical report (prepared by Geocon Incorporated), as peer reviewed by our teaming partner Ninyo & Moore. It will summarize the applicant's proposed engineering measures to address geotechnical issues related to

slope stability, seismic events, or soil erosion. If additional corrective measures beyond those proposed as part of the project are warranted, they will be described in the EIR as mitigation measures.

Task 3.15. Hazardous Materials

Hazards associated with the development project will be investigated as part of the Phase I Environmental Site Assessment (ESA) conducted by Ninyo & Moore and provided as a stand-alone report for use in the EIR. The scope of services for the Phase I (ESA will be consistent with the ASTM International (ASTM) Standard Practice E 1527-13 and the US Environmental Protection Agency All Appropriate Inquiry rule. The scope of services will include the following:

- Review lease and title records for the site, if provided by the applicant to evaluate probable past site uses and their possible impact on the site's current environmental status.
- Review readily available maps and environmental reports pertaining to the site, as provided by the applicant.
- Conduct an interview with a site representative, or representatives in case of multiple ownership of the site, regarding the environmental status of the site.
- Perform a site reconnaissance to document potential hazardous materials handling, storage, and disposal practices. In addition, the site reconnaissance will document areas of potentially contaminated surficial soil or surface water, possible sources of polychlorinated biphenyls, underground and aboveground storage tanks, and possible sources of contamination from activities at the site and adjacent properties. Features will be shown on a site map to be included in the report.
- Review federal, state, and local regulatory agency databases for the site and for properties located within a specified radius of the site. The purpose of this review is to evaluate the possible environmental impact to the site from current or historical on- and off-site activities. Databases will identify locations of known hazardous waste sites, landfills, leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
- Review reasonably ascertainable local regulatory agency files for the site. Requests will be made to the County of San Diego Department of Environmental Health, the Regional Water Quality Control Board, and other agencies, as appropriate.
- Review reasonably ascertainable historical documents, including aerial photographs and topographic maps, as appropriate.
- Perform a preliminary vapor encroachment screen using ASTM E 2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to evaluate the potential vapor encroachment conditions.
- Evaluate the findings with respect to Questions A, B, and D of Section 8, Hazards and Hazardous Materials, in Appendix G, Environmental Checklist Form of the Guidelines for Implementation of CEQA.
- Prepare a Phase I ESA report documenting findings and providing opinions and recommendations regarding possible environmental impacts at the site. Color photographs and figures will be provided in the report.

The proposal for on-site wastewater treatment could involve the transport and use of materials considered hazardous. Depending on the treatment method selected, materials ranging from coagulants for filtration such as ferric chloride and/or a polymer to sanitizing sodium hypochlorite could be in used and would need to be stored at the facility. In preparation of the section, Michael Baker will work with the City, the applicant, and with our own wastewater engineering experts to determine the most probable type of wastewater treatment. The EIR will evaluate the probable types of hazardous materials that might be used at the facility. Based on the types of materials used, the EIR will explain the potential hazards and whether there are special transportation and storage requirements or setback or exclusion areas. The EIR will include Material Data Safety Sheets and other supporting material to substantiate the conclusions.

One of the NOP letters expressed concern over the potential for sewage to be trucked from the treatment plant along Rockwood Road. This EIR section will discuss any materials that will need to be transported for construction or operations associated with the project. The environmental issues of wildfire and landslides will be addressed in the Wildfire Hazards and Geology and Soils sections, respectively.

Task 3.16. Other CEQA Considerations (including Energy Demand)

This section of the EIR will be prepared per CEQA Guidelines Section 15126.2(c)(d) and will include analysis of irreversible changes to the environment. This section will also include an analysis of the short term and long term energy demands of the project as required by Appendix F of the CEQA Guidelines.

Task 3.17. Evaluation of Cumulative Impacts

The need for cumulative impact assessment reflects the fact that, although a project may cause an individually limited or individually minor incremental impact which, by itself, is not significant, the increment may be cumulatively considerable, and thus significant, when viewed together with environmental changes anticipated from past, present, and probable future projects.

We review other consultants' work for agencies throughout the state and find that the cumulative impact section is one of the most commonly repeated CEQA mistakes. After establishing the list of projects or other projections and defining the relevant geographic area of inquiry for each impact category, the lead agency should undertake a two-part analysis for proper evaluation of cumulative impacts. The first question is whether the *combined* effects from *both* the proposed project *and* other projects would be cumulatively significant. If the

answer is yes, the second question is whether the proposed project's *incremental* effects are cumulatively considerable. Often, during our peer review of administrative draft EIRs for agencies, we find consultants determining that the project would result in a significant cumulative impact, but they do not determine the significance of the project's contribution to that cumulative impact, thus rendering the evaluation incomplete and inadequate for CEQA purposes.

Our first step in laying the groundwork for the cumulative analysis will be to verify with the City that the cumulative project list used in the preparation of the applicant's traffic study sufficiently reflects conditions at the time the NOP was issued. Once verified or otherwise updated, the list of planned developments will provide the basis for evaluating the project's impacts in combination with past, present, and reasonably foreseeable future projects as required by CEQA.

Michael Baker proposes to incorporate the cumulative impacts discussion into each environmental resource section, rather than prepare it as a stand-alone section, in order to foster a more reader-friendly document. Otherwise, the document opens the door for the potential that readers won't know that the issue they're interested in is included in a Cumulative Impacts section rather than in the environmental topic section they are focused on, resulting in frustration and comments asserting an incomplete and inadequate document. We feel that in addition to following the two-step methodology described above, CEQA's objectives are best met by addressing an issue in its totality in one location.

Task 3.18. Sphere of Influence Amendments

As the proposed Sphere of Influence (SOI) amendments include land outside of the proposed development project area, we propose to evaluate the potential for environmental impacts in a stand-alone section of the EIR. This approach allows flexibility in the configuration of the proposed SOI changes without affecting the EIR as a whole. Completing the section in this fashion will also allow the costs associated with the analysis to be identified separately from those of the proposed development project, thus enabling more efficient and effective cost recovery from the City.

The baseline for the SOI section will draw from the overall analysis and regulatory environment presented in the EIR and as presented in the Municipal Services Review (MSR) analysis currently under way. Since there is no current development plan for the properties outside of the development proposal, the analysis will focus on the potential impact of the SOI change to Escondido at a program level rather than a project level.

For the non-development plan properties, the analysis will assume that the existing General Plan designation for the properties will remain unchanged, or if directed by the City, an anticipated land use of the properties will be expressed in the project description. As the SOI properties outside of the development project area are understood to be proposed neither for prezoning nor annexation as part of this process, the EIR will assume no direct or indirect physical changes resulting from the amendments. The reasoning for this assumption will be clearly expressed in the EIR, explaining that with the exception of the proposed development project, the properties subject to the SOI amendments

would themselves require additional prezoning and annexation before any change could occur. The act of prezoning would trigger a separate project-specific CEQA determination and analysis tailored to the request and to the individual properties. Our approach avoids the need for this EIR to speculate as to the extent of any potential development.

The section will be organized similar to the rest of the EIR with a discussion of each environmental issue area and a clear discussion of each environmental impact resulting from the SOI amendment. The section will rely on the MSR analysis for the various detachments and annexations necessitated by the development project, but we have also allotted modest budget for necessary evaluations that are not included in the MSR analysis. While the bulk of the EIR will discuss the direct impacts associated with the development proposal, the properties proposed for development will also be included in this SOI analysis. We believe that this small overlap is necessary to allow the City to move forward with the SOI amendments regardless of the decision made on the development project.

Task 3.19. Evaluation of Project Alternatives

CEQA requires that EIRs include consideration of a range of reasonable alternatives. The keys to determining what the reasonable range of alternatives should be are: (1) what are the significant impacts of the project and could an alternative that modifies the design or provides a new location avoid or substantially reduce the significant impact; (2) could modification of the project design or its location be feasible (e.g., can it be carried out under current development regulations); and (3) would the alternative(s) meet the most basic project objectives.

While the RFP identifies two possible alternatives (in addition to the No Project Alternative), specific assumptions will need to be generated for the alternatives. Additional alternatives may need to be generated that address specific impact issues identified during EIR preparation or raised by agencies or individuals. Perhaps as important as documenting the rationale behind the development of the alternatives will be the justification of why other alternatives were considered and rejected, in order to maintain a transparent and defensible administrative record.

Michael Baker has budgeted for evaluation of up to four alternatives (including the No Project Alternative) at a comparative-level analysis commensurate with the CEQA Guidelines requirements for treatment of alternatives in an EIR (Section 15126.6). This section of the EIR will also include a summary impact matrix that provides an "at-a-glance" view and understanding of the comparative degrees of impact of the various alternatives. Finally, this section will identify the environmentally superior alternative, based on relative "scoring" of the comparative impacts summarized in the alternatives matrix.

Task 3.20. Executive Summary

The section will also include the areas of controversy, proposed mitigation measures, and the environmentally superior choice among the alternatives as required by the CEQA Guidelines. This mandated section of the EIR (Section 15123) is traditionally a brief summary of the project description and a lengthy table that lists all the mitigation measures. While useful as a shortcut to the mitigation monitoring and reporting program (MMRP) and the findings, the traditional executive summary EIR format does little to inform the public about the project. We prefer to summarize the project and

impacts in a narrative that explains in clear words the proposal and the probable environmental impacts. Our narrative is concise, usually only a page or two, and serves to explain the project without becoming technical. Rather than repeat the analysis provided in the rest of the EIR, the executive summary will explain the results and guide the reader to the appropriate section(s) for the supporting analysis.

Task 4. First Administrative Draft EIR

Following the review of draft sections, we will prepare the first Administrative Draft EIR. This will be a full submittal of all EIR sections as well as a table of contents, an executive summary, and all appendices and figures. The draft sections will include edits made during the draft section review. While we prefer electronic edits, we will provide both printed and electronic versions of the document for the City to review.

Usually review of the Administrative Draft EIR results in the need for a comment reconciliation meeting where we discuss the comment and recommend and then agree upon an approach to address the issue. Having both the electronic version (for projection onto a screen for group review) and the hard copy to

reference between sections helps with this process. Critical to this initial review will be determination of the adequacy of mitigation measures, including timing and departmental responsibility. This review may also result in discussions with responsible agencies regarding their role in the process and any concerns they may have regarding the analysis. This review will also ensure consistency of the project as described in each section, determine whether there are data or analysis gaps between sections, and refine the mitigation measures and approach to mitigation.

Task 5. Second Administrative Draft EIR

This represents the pre-production draft of the document and will include all edits, appendices, figures, and supporting materials. The focus of this review is to ensure that all technical studies are current and all supporting materials are present and ready for inclusion on a CD. Ideally there will be no major changes to the project in this draft. This review also helps with the formation of additional project alternatives or the refinement of project details and possibly refined mitigation measures.

Task 6. Draft EIR

Our staff will prepare a PDF of the EIR for print purposes. We will submit this PDF for final review and approval before printing and distribution of the document. As part of this draft, we will review the distribution list and method, and work with the City to ensure all forms and notices are prepared. The focus of review at this stage is to ensure all of the parts of the EIR are present and current and all City comments have been adequately addressed. Our project management team will also prepare for and attend a public meeting during the review period for the Draft EIR.

Following the public review period, Michael Baker will prepare review, code, and scan (PDF) all comments received on the Draft EIR. Per the RFP, the work effort for the response to comments, MMRP, and other final EIR documents will be completed on a time-and-materials basis as directed by the City.

ATTACHMENT B PERSONNEL

The following Michael Baker professional staff are assigned to this project:

Mark Teague – Principal-in-Charge

Bob Stark – Project Manager

Kristin Blackson – EIR Coordinator

Nicole Marotz – Senior Planner

Robert Davis – Senior Transportation Engineer

Michael Martin – Senior Planner

Eddie Torres – Technical Manager, Air Quality/GHG and Noise

Achilles Malisos – Technical Analyst, Air Quality/GHG and Noise

Seth Myers – Technical Analyst, Air Quality/GHG and Noise

Michael Gonzales – Senior Biologist

Yvette Noir – Associate Planner

Morgan Weintraub – Assistant Planner

Madison Roberts – Assistant Planner

Brianna Gustafson – Assistant Planner

Suzanne Wirth – Technical Editor

Hilary Potter – Graphics

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Agenda Item No.: 17
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk
Eva Heter, Assistant City Clerk
Gary J. McCarthy, Senior Deputy City Attorney

SUBJECT: City Records Retention Schedule

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-32 approving the revised and updated Records Retention Schedule for the City of Escondido.

FISCAL ANALYSIS:

None

PRIOR ACTION:

In 1989 the City Council established a Citywide Records Retention Program, which included a Records Retention Schedule, Ordinance No. 89-02. The City Council amended the Records Retention Schedule in 2000, Resolution No. 2000-288, and in 2005, Resolution No. 2005-117.

BACKGROUND:

Public Records. In 1968 the State Legislature passed the California Public Records Act (PRA), Cal. Gov't Code § 6250 et seq., which is modeled after the federal Freedom of Information Act and details which government information is, and is not, available to the public. Access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state. In general, all records are open to the public, in whatever form they are maintained, unless otherwise exempt from disclosure in the PRA.

The PRA defines records broadly. "Public records" include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. Cal. Govt Code § 6252(e). "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Cal. Gov't Code § 6252(g). The PRA authorizes access to most records in possession of the City by anyone.

Although the PRA does not directly address records management or retention other laws do. The State Legislature has authorized local agencies to dispose of certain public records with the approval of the legislative body and the written consent of the City Attorney. Cal. Gov't Code § 34090. This section does not authorize the destruction of records affecting the title to real property or liens, records required to be kept by statute, records less than two years old and the minutes, ordinances, or resolutions of the legislative body or a city board or commission unless otherwise provided by law. Cal. Gov't Code § 34090. Accordingly, most records are retained for at least two years.

Records Management. The primary concern of Records Management is the efficient, effective and economical management of information. The guiding principle is to insure that information is available when and where it is needed, in an organized and efficient manner, and in a well-maintained environment. Records Management encompasses all the record-keeping requirements that allow an organization to establish and maintain control over information flow and administrative operations through the entirety of a record's life cycle, from creation to final disposition. A Records Retention Schedule is the primary means to manage the City's records.

A Records Retention Schedule is a list of categories of records produced or maintained by the City and the actions taken with regards to those records. An approved Records Retention Schedule is the City's legal authority to receive, create, retain, and dispose of official records. It documents which records require office or temporary storage, have historic or research value, and which should be destroyed because they no longer have any administrative, fiscal, or legal value. In the event of litigation, courts have accepted a Records Retention Schedule as establishing an agency's "normal course of doing business". A Records Rentention Schedule will include references to state law requirements.

Secretary of State Guidelines. In 1999, the State Legislature required the Secretary of State to establish the Local Government Records Program and to create guidelines for local government retention. Cal. Gov't Code § 12236. The Secretary of State published guidelines in 2006 to provide some standards and structure to the local government records management effort. CA Sec. Of State, Local Government Records Management Guidelines (2006) ("State Guidelines"). The State Guidelines apply the following principles to local governments: "Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal, or legal value. When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance." The State Guidelines include recommended retention periods by category. State Guidelines § 2-2010. The Guidelines also define "Non-Records" as material not usually included within the definition of records, such as unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, stocks of publications and processed documents, and library or museum material intended solely for reference or exhibition, and documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. State Guidelines § 2-1030.

The State Guidelines also divide Records Management into three distinct phases: inventory, appraisal and disposal. Conducting an inventory documents which records exist, where the records are kept, the volume of records, and how the records are used in the normal course of an agency's

business. Sound records management also requires a realistic appraisal of records in relation to their period of usefulness and their value to the agency that possesses the records. The appraisal will:

- Establish reasonable retention periods.
- Identify records that can be destroyed immediately.
- Identify records that should be transferred to low cost storage.
- Identify vital and/or confidential records.
- Identify records with historic and/or research value.
- Determine the method of disposition.

The inventory, appraisal, and disposal review process concludes with a revised Records Retention Schedule. Once records have fulfilled their administrative, fiscal, or legal function they should be disposed of as soon as possible in accordance with their Records Retention Schedule. Disposition may include sending appropriate records to an archival facility, recycling unneeded records, and/or destroying unneeded confidential records.

City Records Management. The City's Records Management Program aligns with the State Records Management Guidelines. The City's goal is to apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of City records. With new laws being created, existing laws being amended and changes occurring in business functions and processes, the City Records Retention Schedule requires periodic updates.

This update is the result of an extensive review of current departmental practices and functional filing system needs. The process for completion of the Records Retention Update included departmental records inventories (audits), multiple meetings with department staff, review of Records Retention Schedules from other organizations and research of local, state and federal laws pertaining to records retention requirements.

The present effort began in February 2014, when the City Clerk assembled a committee comprised of 45 staff members from all City departments. With assistance from the City Clerk, the individual committee members inventoried and performed a physical audit of departmental files and their respective portions of the City's Retention Schedule. After multiple meetings with City staff over the past two years, the City Clerk completed the appraisal process and has revised records descriptions, eliminated obsolete categories and streamlined records management functions. The revised Records Retention Schedule, attached as Exhibit A to Ordinance No. 2016-32, is the culmination of this effort.

PROPOSED CHANGES:

Most of the proposed changes are administrative which reflect the changing operations of City business. For example, the records audit found that the City no longer uses the categories of Senior Citizens Advisory Board, Project Area Committee, and Civic Center Committees. Thus, those sections can be eliminated from the Records Retention Schedule. This update also specifically adds the City's longstanding email retention policy to the Records Retention Schedule. Electronic mail is a medium not intended for permanent storage and may be purged on a minimum 90-day basis by the City's Information Systems Department. If the City requires retention of any information contained in

an electronic mail correspondence, it must be printed out in hard copy for physical filing, or an electronic file shall be copied, archived and stored separately from ordinary inboxes or message logs. Text messages are a similar medium and have similar retention standards. If information has value, i.e. a text message related to a criminal investigation, then the record would be retained according to the specific criminal investigation category in the Records Retention Schedule.

The rapid expansion of video recordings has also resulted in an evolution of laws related to those records. In 2015 the State Legislature adopted provisions dividing police body worn camera videos into categories of evidentiary and nonevidentiary. Cal. Pen. Code § 832.18. The new law states that body camera video used as evidence should be retained for at least two years but allows destruction after 60 days when the data does not have value to aid in an investigation or prosecution, such as a recording of an incident or encounter that does not lead to an arrest or citation or the general activities of a police officer. The proposed Records Retention Schedule adopts these retention periods.

The City also uses video cameras to monitor certain front counters, parking lots, or other areas around the City. The monitoring system may "loop" or retain data for a brief period of time, but footage is automatically recorded over if it is not intentionally saved. This is consistent with the policy established by the City Council in Ordinance No. 89-02 when it excluded from the definition of public records, "certain records which are not retained by the City in the ordinary course of business." A video recording, on the other hand, is the result of a specific and intentional decision to create and maintain a record in accordance with a specific category in the Records Retention Schedule. For example, the City intentionally records data from jail observation cameras and building security systems that record the regular and ongoing operations of City departments and retains the data for at least one year in accordance with state law. Cal. Govt. Code § 34090.6. Thus, when a video has value, the City retains the recording in accordance with the Records Retention Schedule, but we do not normally retain any recordings of routine video monitoring, such as images of people walking near a city building or through Grape Day Park.

In summary, City records should be retained only as long as they serve the immediate administrative, legal and/or fiscal purposes for which they were created. When records no longer serve these purposes, they should be disposed of or preserved for archival purposes, whichever is appropriate. The proposed changes to the City Records Retention Schedule complete a multi-year effort to update the City's administrative procedures to align City practices with current law.

PROPOSED ACTION:

Adopt Resolution No. 2016-32 to update the City's Retention Schedule.

Respectfully submitted,

Diane Halverson
City Clerk

Eva Heter
Assistant City Clerk

Gary J. McCarthy
Senior Deputy City Attorney

Agenda Item No.: 17
Date: March 23, 2016

RESOLUTION NO. 2016-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A REVISED RECORDS RETENTION SCHEDULE FOR THE CITY OF ESCONDIDO

WHEREAS, on February 22, 1989, the City Council adopted Ordinance No. 89-02 to provide for the proper and efficient management of the public records of the City of Escondido; and

WHEREAS, the City Council established a Records Management Program for the City of Escondido to provide a means for the systematic control of the creation, acquisition, processing, use, protection, storage and final disposition of all public records, including the establishment and maintenance of filing and indexing public records; and

WHEREAS, the City Council retained the responsibility for the keeping and management of all public records of the City of Escondido; and

WHEREAS, it is the duty of each officer and employee of the City of Escondido to protect, preserve, store, transfer, destroy or otherwise dispose of, use and manage public records only in accordance with applicable federal, state or local law or such rules as may be promulgated by the City Council; and

WHEREAS, the City Clerk has the duty to coordinate the Records Management Program for the City of Escondido including all other things that may be required for the proper and efficient management of the public records of the City of Escondido such as submission of records retention schedules to the City Council for approval; and

WHEREAS, the City Council amended the Records Retention Schedule by Resolution No. 89-58, Resolution No. 2000-288, and Resolution No. 2005-117; and

WHEREAS, the City Clerk has completed an inventory, appraisal and records disposal assessment process, and has proposed adoption of a revised Records Retention Schedule; and

WHEREAS, Exhibit "A" is an appendix to the City of Escondido City-Wide Records & Information Management Program manual and the revised Records Retention Schedule for the City of Escondido.

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 approves the revised Records Retention Schedule which is attached as Exhibit "A" and incorporated by this reference.

APPENDIX A

CITY OF ESCONDIDO
Records Retention Schedule

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
	Copies or Duplicates of documents for which a department is not the office of primary responsibility	**DEPT**	**D/R**	**0**	**D/R**		**P**	**It is the policy of the City of Escondido that duplicates and copies distributed to various departments for informational purposes may be destroyed by the departments whenever they are no longer required for reference purposes**
	The following retention pertains to original records except where otherwise noted							
	ADMINISTRATION							
0100	**General Administration**							
0100-10	Administrative Directives - *City-wide policies, now located on the intranet* (Note: CC files contain supplemental/supporting documents)	CM/CC	US	P	P	I	P	GC 34090
0100-15	City Manager's Quarterly Round Table Meetings -*Agendas and minutes*	CM	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0100-25	Customer Service Program - *Information regarding the Customer Services Coordinator's Committee*	CM	2	1	3		P	GC 34090
0100-26	Comment Cards (Customer) - *Customer service questionnaire*	DEPT	2	1	3		P	GC 34090
0100-50	City Manager's Weekly Update	CM	1	1	2		P/E	GC 34090(d)
0105	**Reference**							
0105-10	Correspondence - *Departmental memos, letters, etc.*	DEPT	2	1	3		P	GC 34090
0105-15	Correspondence – City Manager, Council, and City Attorney Correspondence.	CM/CA	2	3	5		P/E	GC 34090
0105-20	Reference Publications - *Publications from various organizations and/or businesses*	DEPT	D/R	N/A	D/R		P	
0110	**Departments**							
0110-10	Departmental Directives – *Departmental policies and procedures*	DEPT	US	N/A	US		P/E	GC 34090
0110-15	Announcements/Orders – *General information and correspondence*	DEPT	2	3	5		P	GC 34090
0110-20	Departmental Reports & Studies – *Includes reports and studies from all departments*	DEPT	2	3	5		P	GC 34090
0110-30	Departmental Policies & Procedures – *Specific departmental instructions, policies and procedures*	DEPT	US	N/A	US		P/E	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0110-35	Compliments/Citations (General) - *Memos and/or letters complimenting customer or city services*	DEPT	2	1	3		P	GC 34090
0110-40	Complaints & Inquiries – *Citizens' complaint and/or inquiry letters*	DEPT	2	1	3		P/E	GC 34090
0110-50	Staff Meeting Notices – *Department staff meeting notices and/or agendas and backup*	DEPT	D/R	N/A	D/R		P	
0110-60	Departmental Staffing/Uniform Inspections - *General information and reports (Includes Copies of Uniform Bills)*	DEPT	2	1	3		P	GC 34090
0110-70	9/80 Work Plan. - *General information & correspondence*	DEPT	2	1	3		P	GC 34090
0120	**City Boards, Commissions & Committees**							
0120-10	Boards, Commission & Committees Appointments *(Includes all of the Boards, Commissions & Committees throughout the city) – Applications and staff reports of appointed board, commission and committee members*	CC	UE+2	P	P	I	P	GC 34090
0120-12	Appointment Applications (Unsuccessful) - *Applications of unsuccessful applicants*	CC	2	1	3		P	GC 34090
0120-15	Agendas – *Agendas and staff reports for city boards, commissions and committees*	DEPT	1	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0120-20	Minutes - *Minutes for city boards, commissions and committees*	DEPT	3	P	P	I	P	GC 34090(e); 36814, 34090.5
0120-30	Resolutions – *Resolutions for city boards commission and committees*	DEPT	3	P	P	I	P	GC 34090(e); 34090.5
0120-35	Handbooks - *Department reference information*	DEPT	US	P	P	I	P	GC 34090
0120-45	Meeting Notices -*Flyers notifying the public of upcoming meetings*	DEPT	2	1	3		P	GC 34090
0130	**Professional Associations**							
0130-10	Professional Associations -*Agendas and minutes for various professional association meetings*	DEPT	D/R	N/A	D/R		P	
0130-20	Brochures/Publications/Newsletters /Bulletins -*from various professional associations*	DEPT	D/R	N/A	D/R		P	
0135	**Local & County Organizations**							
0135-10	Local & County Organizations – *Agendas, minutes, notices, correspondence and reference materials of various organizations*	DEPT	D/R	N/A	D/R		P	
0135-20	Brochures/Publications/Newsletters /Bulletins - *from various local and county organizations*	DEPT	D/R	N/A	D/R		P	
0135-35	ConVis – *Includes New Articles & Applications*	CS	2	1	3		P	GC 34090
0137	**Special Organizations (Created by the City)**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0137-10	Escondido Center For the Arts Escondido -*Information regarding center marketing & statistics* (Note: CC files contain supplemental/supporting documents)	ED/CC	2	P	P		P	GC 34090
0137-30	Chief's Community Relations Action Team	DEPT	2	3	5		P	GC 34090
0137-40	Marketing Committee Information – *Agendas and general information*	ED	2	1	3		P	GC 34090
0140	**Organizations at Large**							
0140-20	CHAD/United Way - *Brochures and correspondence*	DEPT	2	0	2		P/E	GC 34090(d)
0140-30	AAA (Auto Club of Southern California) -*General correspondence & info regarding the organization & statistics*	PD	2	0	2		P	GC 34090(d)
0145	**Governmental/Regulatory Agencies**							
0145-10	Cities (Other than Escondido) – *Correspondence and/or general information*	DEPT	2	1	3		P	GC 34090
0145-20	San Diego County Offices – *Correspondence and/or general information*	DEPT	2	1	3		P	GC 34090
0145-30	State Agencies -*Correspondence and/or general information*	DEPT	2	1	3		P	GC 34090
0145-40	Federal Agencies -*Correspondence and/or general information*	DEPT	2	1	3		P	GC 34090
0145-50	L.A.F.C.O. - *General information*	DEPT	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0145-60	S.A.N.D.A.G. - *General information*	DEPT	2	1	3		P	GC 34090
0145-70	North County Transit District - *Agendas & correspondence* (Note: CC files contain supplemental/supporting documents)	CM/CC	2	3	5		P	GC 34090
0145-80	San Diego County Water Authority – *Procedures, programs & policies of SDCWA, reports from SDCWA, drought & disaster management plans, correspondence & other documents* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	GC 34090
0145-85	Rincon Del Diablo Municipal Water District - *Water quality reports, conservation ordinances & violations, meter exchange service agreement & records*	UTL	2	3	5		P	GC 34090
0145-86	Metropolitan Water District of Southern California -*Rate information, annexation requirements, demand charge documents, drought & disaster management plans, reservoir project documents, urban water management plan, seasonal storage service handbook, and planning studies*	UTL	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0145-90	San Diego Gas & Electric - *Correspondence and general information*	DEPT	2	1	3		P	GC 34090
0150	**Public Relations & Information**							
0150-05	Administration, Public Relations & Information	DEPT	2	1	3		P	GC 34090
0150-10	City & CDC Publications & Brochures – *City of Escondido Recreation Activities & Community Newsletters, and city brochures*	CM	2	P	P	I	P	GC 34090
0150-20	Awards, Donations & Gifts - *Received from outside agencies*	DEPT	2	1	3		P	GC 34090
0150-40	News-clippings (not filed in category)	DEPT	2	1	3		P	GC 34090
0150-50	Photographs (not filed with category) – *Various City photos*	DEPT	2	1	3		P/E	GC 34090 Recommend selected photos be retained by the Pioneer Room for historic value and safekeeping
0150-55	Press Releases (not filed with category) –*Regarding City business*	DEPT	2	1	3		P	GC 34090
0150-60	Public Ceremonies & Events – *Preparation materials, backup information and correspondence*	DEPT	2	3	5		P	GC 34090
0150-65	Public information Reports - *General information*	DEPT	2	1	3		P	GC 34090
0150-75	Sister City Program - *Programs, Information and correspondence* (Note: CC files contain supplemental/supporting documents)	CM/CC	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0150-80	Lectures & Speeches -*Misc. presentations of elected officials, city manager and/or departments*	DEPT	2	1	3		P	GC 34090
0150-85	Biographies - *Biographies of elected officials, city manager and/or department heads*	DEPT	US	N/A	US		P	
0160	**Records Management**							
0160-07	Annual Compliance Audits - *Completed compliance audit forms*	CC	2	1	3		P	GC 34090
0160-25	Records Management Procedures Manual - *Citywide records management procedures manual, which includes Functional Filing System and Retention Schedule adopted by Resolution*	CC	US	N/A	US		P	GC 34090
0160-30	Records Transfer Lists - *Departmental records transfer lists (should be maintained in records transfer binder for reference)*	DEPT	US	N/A	US		P	GC 34090
0160-35	Records Destruction -*Records destruction staff reports and backup information*	CC	2	P	P	I	P	GC 34090
0160-50	Records Retention Schedule - *Adopted citywide records retention schedules*	CC	US	P	P	I	P	GC 34090
0160-60	City-wide Blank Forms - *Various city forms*	DEPT	D/R	N/A	D/R		P/E	
0160-70	Microfilm/Imaging Program – *Correspondence and backup information*	CC	2	P	P		P	GC 34090, 34090.5
0170	**Risk Management**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0170-05	Administration, Risk Management – *General information* (Note: CC files contain supplemental/supporting documents)	RM/CC	2	P	P		P	GC 34090
0170-11	Claims Against the City - *Claims Denied/Rejected*	CA	2	0	2		P	GC 34090
0170-12	Claims Against the City - *Claims Paid Off*	CA	2	P	P	I	I	GC 34090
0170-15	Property Insurance Claims (on behalf of the City) - *Claims collection from a third party insurance company for city property damage*	RM	2	3	5		P	GC 34090; 25105.5
0170-20	City Liability Insurance -*Insurance policies for liability claims against the City* (Note: CC files contain supplemental/supporting documents)	RM/CC	UE	P	P	I	P	GC 34090
0170-30	Employee Disability Claims – LTD and STD claim files	EB	2	P	P	I	P	GC 34090
0170-35	COBRA Program - *Notification memos*	EB	2	P	P	I	P	GC 34090
0170-40	Employee Benefits (Not listed in 0170 & 0720) - *Benefit laws, various consultant info & bulletins*	EB	D/R	N/A	D/R		P	
0170-45	Property Insurance -*Policies for city property claims*	RM	2	P	P	I	P	GC 34090
0170-50	Unemployment Claims – *Unemployment claims filed by former employees through EDD*	HR	UC	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0170-55	Department of Worker's Compensation (DWC) Case Files – *Accident reports, medical bills, medical reports, legal documents rehabilitation documents, disability payments (pay card), DWC-form 1, letters, notes*	WC	US	P	P	I	P	GC 34090
0170-56	Worker's Compensation Insurance – *Excess insurance policies*	RM	2	P	P	I	P	GC 34090
0170-57	Industrial Disability Case Files - *Application for disability & related correspondence* (Note: CC files contain supplemental/supporting documents)	WC/CC	2	P	P	I	P	29 CFR 1904.6
0170-58	Blood Borne Pathogen Exposures – *Incidents & Investigations, medical information regarding exposures and testing*	RM	2	P	P	I	P	GC 34090
0170-64	Accidents, City Vehicles - *Employee accident reports/police reports*	RM/ CA	US	1	1 AS		P	29 CFR 1904.2; 1904.6
0170-67	Accident Reports (other than employee) - *Accidents or injuries on City property or during city-sponsored events*	RM/CS	US	1	1 AS		P	GC 34090; 29 CFR 1904.6
0170-70	Safety Committee (City) - *Agenda, Minutes, and backup information from committee meetings*	RM	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0170-71	Safety Program Development - *Safety programs developed for specific training needs, that comply with regulatory requirements*	RM	US		US		P	GC 34090
0170-75	OSHA 300 Log -*Report to OSHA regarding employee injuries, lost time, & light duty days (Previously OSHA 200 Log Report)*	WC/RM	2	3	5		P	29 CFR 1904.4, 1904.6; GC 34090
0170-76	OSHA Incident Investigations & Inquiries	RM	2	P	P		P	GC 34090
0170-80	Joint Powers Authority -*Committee Agendas, Minutes, and backup information*	RM	2	P	P	I	P	GC 34090
0170-85	Certificates of Insurance (Misc.) – *Various certificates for non-city jobs*	CC	UE		UE		P	GC 34090
0170-86	Employee Safety Meetings - *Information regarding the meetings with individual employees re: safety issues*	RM	2	3	5		P	GC 34090
0170-87	Monthly Safety Inspection Reports – *Inspection of city facilities for safety problems*	RM	2	1	3		P	GC 34090
0170-90	Risk Management Reports, Studies, Surveys, Agendas & Logs	RM	2	3	5		P	GC 34090
	HEALTH, SAFETY & WELFARE							
0200	**Animal Care & Control**							
0200-10	Correspondence	DEPT	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0200-20	Humane Society - *Information regarding the administration of the contract* (Note: CC files contain supplemental/supporting documents)	CM/CC	2	3	5		P	GC 34090
0210	**Consumer Issues**							
0210-05	Administration, Consumer Issues – *General Information*	DEPT	2	1	3		P	GC 34090
0210-30	Rent Control (Not Involving Escondido) – *Rent control information from other organizations*	CA/ MH	D/R		D/R		P	
0220	**Disaster Preparedness**							
0220-05	Disaster Preparedness Planning – *Disaster preparedness coordination* (Note: CC files contain supplemental/supporting documents)	FD/CC	2	1	3		P	GC 34090
0220-15	Civil Disturbances -*Information regarding riots, etc.*	PD	2	1	3		P	GC 34090
0220-20	Community Resources - *Community Resource Catalog*	FD	D/R	N/A	D/R		P	
0220-25	Disaster Case Files - *City related incidents*	FD	UC	P	P	I	P	GC 34090
0220-30	Hazard Analysis -*Risk analysis of hazards in City*	FD	US	3	3AS		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0220-35	Hazardous Materials Contingency Plans (other agencies) -*Plans to deal with unusual hazardous material releases* (Note: CC files contain supplemental/supporting documents)	FD/CC	US	N/A	US		P	GC 34090
0220-37	Hazardous Materials Manifests - *Listing of hazardous materials maintained by the city*	PW	2	P	P	I	P	GC 34090
0220-38	Mutual Aid Activity Reports - *Mutual aid incidents - now tracked electronically on Firepoint*	FD	2	3	5		E	GC 34090; CCP 338(j)
0220-45	Emergency Operational Plan - *City emergency operational plan for disasters*	FD/PD	US	P	P	I	P	GC 34090
0220-50	Training Programs (SEMS) - *State required management system training*	FD	US	2	2AS		P	GC 34090
0220-55	Reports & Studies -*Office of Emergency Services material* (Note: CC files contain supplemental/supporting documents)	FD/CC	2	P	P	I	P	GC 34090
0220-95	Operation of Air Pressure Tanks - State *of California Department of Industrial Relations, Division of Occupational Safety and Health – Permit to Operate Air Pressure Tanks.*	PW	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0230	**Environmental Issues & Conservation**							
0230-05	Sage Scrub Habitat Loss Permit - *Permits required to mitigate vegetation removal* (Note: CC files contain supplemental/supporting documents)	PLAN /CC	2	P	P	I	P	GC 34090, 34090.5
0230-06	Employee Trip Reduction & Congestion Mgmt. - *Information & correspondence regarding congestion management*	DEPT	2	1	3		P	GC 34090
0230-07	Adopt-A-Highway Program - *Reports, memos and demands*	PW	2	1	3		P	GC 34090
0230-08	Earth Day -*Filers & announcements about Earth Day events*	UTL	2	1	3		P	GC 34090
0230-09	Ride Sharing - *Memos, letters, newspaper articles, van pool program rules & regulations and reports and transportation demand management*	HR	2	3	5		P	GC 34090
0230-10	Air Quality -*Transportation program to improve air quality reports & studies*	ENGR Traffic	2	8	10		P	GC 34090; CCP 338(k)
0230-30	Household Hazardous Materials (General) -*Information regarding the various programs*	UTL	2	3	5		P	GC 34090
0230-31	Used Oil Recycling -*Lists of certified oil recycling centers; grant applications, resolutions & correspondence*	UTL	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0230-35	Storage Tanks (Underground)	PW	2	P	P		P	GC 34090
0230-41	Sale of Conservation Credits – *Agreements and backup information* (Note: CC files contain supplemental/supporting documents)	PLAN /CC	2	P	P	I	P	GC 34090
0230-45	Litter Control -*Memos reports and program outline*	PW	2	1	3		P	GC 34090
0230-50	Noise Control -*General information and correspondence*	DEPT	2	1	3		P	GC 34090
0230-60	Pest Controls -*General information and correspondence*	DEPT	2	1	3		P	GC 34090
0230-65	Water Quality - *Emergency notification plan, records of water quality emergencies, information about fluorine & chloramines, and information about possible contaminants* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	40 CFR 142.14
0230-66	Storm Drainage/Watershed - *ILACSD contract administration, Pollution Prevention week records, Splash Science Mobile Lab information, and storm drain stenciling records, waivers, and information* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0230-70	Water Conservation - *Information regarding education and community programs* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	GC 34090
0230-80	Environmental Protection Rules & Regulations - *Drinking water regulations & greywater information*	UTL	US		US		P	
0230-90	Emissions Control	UTL	2	10	12		P	GC34090
0230-95	Vapor Recovery Testing – *Air Pollution Control District (APCD) Annual inspection of fuel tanks*	PW	2	P	P	I	P	GC 34090
0230-96	Portable Equipment Registration – *Air Resources Board, California Environmental Protection Agency. Statewide Portable Equipment Registration.*	PW	2	3	5		P	GC 34090
0240	**Health Protection/Services**							
0240-05	Administration, Health Protection/Services – *General information*	DEPT	2	1	3		P	GC 34090
0240-20	Hospitals - *General information regarding hospitals*	DEPT	2	1	3		P	GC 34090
0240-80	Healthy Cities Program - *Information regarding various projects funded by the California Healthy Cities Program*	CDBG	2	3	5		P	GC 34090
0250	**Police Protection/Services**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0250-01	Daily Watch Logs/Resumes – *30 Day Blotter*	PD	US	2	2		P/E	GC 34090(d)
0250-02	Telephone & Radio Communication Recordings – *Recorded in the Normal Course of Business on a Daily Basis (Recordings are Not Evidence in any Claim File, No Pending Litigation)*	PD	1	1	2		AR	GC 34090.6
0250-03	Arrest Records of Juveniles Order Sealed by the Court *(NOTE: Retention Begins Once Records are Sealed)*	PD	1	4	5AS		P/E	WIC 781(d)
0250-04	Juvenile Detention Logs & Correspondence	PD	1	3	4		P/E	GC 34090
0250-06	Communications Employee Work Schedule – Watch Assignments & Timekeeping Records	PD	1	1	2		P/E	GC34090(d)
0250-07	Police Licenses/Permits/Registrations - *ABC/massage/bingo/secondhand dealers' licenses, etc.*	PD	2	4	6		P	GC 34090
0250-08	Rosters – Mobile Field Force & Patrol – *Includes Fleet and Radio Rosters*	PD	US	2	2		E	GC 34090(d)
0250-09	Firearms Training Facility (Range)	PD	2	P	P		P/E	GC 34090
0250-10	Incident Reports (Police) -*After action & investigation reports*	PD	2	3	5		P	EVC 1045(b)(1); PC 801.5; 803(c); VC 2547
0250-11	Canine Bites -*Reports regarding police dog bites of subjects*	PD	2	1	3		P	

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0250-12	Polygraph Files – Includes Exams for SD Marshall's Office, Palomar College, and Carlsbad PD	PD	2AC	13	15		P/E	GC 34090
0250-14	Community Work Service Program – *Court assigned workers who are working off fines*	PD	2	1	3		P	GC 34090
0250-20	False Alarms - *False alarm appeals*	PD/CM	2	1	3			GC 34090
0250-25	A.R.J.I.S. - *Statistical reports regarding criminal activity*	PD	2	1	3		P	GC 34090
0250-30	Detention Facilities (Regional) - *Reports and correspondence*	PD	2	1	3		P	
0250-31	Sobering Center - *Reports, correspondence & original evaluation information*	PD	2	1	3		P	GC 34090
0250-43	Activities of Gangs -*Reports regarding gang activities*	PD	2	1	3		P	GC 34090
0250-55	Towing Services -*Applications, appeals correspondence*	PD	2	1	3		P	GC 34090
0250-60	Special Services (COPPS) -*Reports regarding projects & Programs* (Note: CC files contain supplemental/supporting documents)	PD/CC	2	3	5		P	GC 34090
0250-63	Special Enforcement Projects - *Reports regarding the outcome of projects*	PD	2	3	5		P	GC 34090
0250-75	Asset Forfeiture -*Reports regarding the acquisition & disposition of seized property* (Note: CC files contain supplemental/supporting documents)	PD/CC	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0250-77	Drug Enforcement Administration (DEA) - *Reports and task force information*	PD	2	3	5		P	GC 34090
0250-81	Case Files – *Felony Arrests, Crimes, and Investigative Records (No Pending Litigation, No Active Investigation, and Suspect No Longer in Custody, Imprisoned, on Probation, or Parole – Included Traffic Accident Reports Involving Death)*	PD	1	6	7AC		P/E	GC 34090; PC 800
0250-82	Case Files – *Death Reports; Lost & Found Property Reports; Missing Persons and Runaway Juvenile Reports; Officer Reports(not associated with a crime report); Parking Citations, Misdemeanor and/or Traffic Citations Court Lists; Field Interview Forms; Dispatch Complaints; Impounded & Stored Property Reports (including abated vehicle reports, where items have been released or otherwise disposed of according to law)*	PD	1	1	2		P/E	GC 34090(d)
0250-83	Case Files – *Misdemeanor Arrest, Crime & Investigative Reports (Probation & Jail Terms set forth by Court have Expired); Traffic Accident Reports & Related Material (No Pending Litigation)*	PD	1	3	4		P/E	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0250-84	Case Files – *Citizen Complaints of Misconduct; Police After Action Reports & Investigations; DUI Checkpoints & Grant Related Activities*	PD	1	4	5		P/E	GC 34090
0250-86	Incidents Occurring Outside Escondido City Limits - *After action & investigation reports*	PD	2	3	5		P	EVC 1045(b)(1); PC 801.5; 803(c); VC 2547
0250-87	Case Files - Felony Offense "punishable by imprisonment in the state prison for life or for life without the possibility of parole…")	PD	2	P	P		P/E	GC 34090; PC 799
0250-91	Confidential Informant Files - *Legal notifications, identification, payment, and activities information*	PD	2AC	P	P		P	GC 34090
0250-92	Fingerprints - *Fingerprint Card, photo, information also forwarded to DOJ. Includes Registration Files, Arson, Sex and Narcotics Offenders*	PD	2AC	P	P		P	GC 34090
0250-93	Anonymous Tips (TIPS) – *Anonymous Tips received by the PD from Website - Not resulting in an open case (TIPS associated with an open case are filed in the case file).*	PD	1AC	1	2		E	GC 34090(d)

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0250-94	Computer Aided Dispatch (CAD) / MIS Logs – *Electronic records of dispatched calls for service, records of police activity, and associated records of contact with the public (Includes Dispatch and Daily Logs Not Used as Evidence).*	PD	2	1	3		E	GC34090; CCP 338
0250-95	Police Department Investigation – Body-Worn Camera Video Recordings *(Nonevidentiary)*	PD	60 Days	0	60 Days		V	GC 34090.6; PC 832.18 Automatic Deletion after 60 Days
0250-96	Police Department Investigation – Body-Worn Camera Video Recordings *(Evidentiary: useful for investigative purposes, including, but not limited to, a crime, an arrest or citation, a search, a use of force incident, or a confrontational encounter with a member of the public)*	PD	2	0	2		V	GC 34090(d); PC 832.18
0251	**Police/Traffic Division**							
0251-05	Collision Report – *Accident (Non-Injury)*	PD	1AC	2	3		P	GC 34090
0251-10	Collision Report - *Fatal*	PD	2AC	P	P		P	GC 34090
0251-15	Sobriety Checkpoint OP Plans	PD	3AC	4	7		P/E	GC 34090
0251-20	Crime Reports – *Cite & Release*	PD	UC	2	2		P	GC 34090(d)
0251-25	Police Vehicle Code Infraction Case Files (Duplicates) – *Original is forwarded to Court. Includes DUI Case & Reports*	PD	UC	2	2		P/E	GC 34090(d)

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0260	**Human/Social Services**							
0260-05	AIS Contract Case File (formerly Area Agency on Aging) – Month-end reconciliations for nutrition and transportation programs (Park Avenue Community Center, previously Joslyn Senior Center)	CS	2	3	5		P	GC 34090
0260-15	Welfare Programs - *Correspondence and general information*	DEPT	2	3	5		P	GC 34090
0260-20	Child Care Services - *Information regarding the city's child care subsidy program*	CDBG	2	3	5		P	GC 34090
0260-25	Child Abuse Services – *Copies of Reports made to outside agencies.*	CS	1	1	2		P	GC 34090(d)
0260-30	Drug/Alcohol Test Results – *Employee test files*	RM	2	3	5		P	GC 34090
0260-35	Literacy Adult Learner Case Files – *Assessment documentation, monthly tutoring sheets and Misc. Information*	LIB	UT	3	3AT		P	
0260-40	Literacy Tutor Case Files – *Tutor application, training certificate, contact report and Misc. Information*	LIB	UT	3	3AT		P	GC 34090
0260-45	Homelessness Services – Information related to homeless issues	CDBG /CC	2	3	5		P	GC 34090
0260-50	Employment Development Services – *Employment agencies brochures staff privatization services*	HR	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0260-55	Community/Group Projects – *Information regarding projects related to community issues*	CDBG	2	3	5		P	GC 34090
0260-60	Community Problem Solving Program – *Backup information from community group meetings regarding issues affecting Escondido*	CDBG	2	3	5		P	GC 34090
0260-66	Liability Releases – Hold Harmless Agreements, and Release Authorizations	PW	1	2	3		P/E	GC 34090
0260-80	Healthy Families, Escondido – *Information regarding health issues related to Escondido citizens*	CDBG	2	3	5		P	GC 34090
0270	**Police Department Volunteers**							
0270-10	Explorer Post #600 (Police) – *Information regarding cadets & events*	PD	2	1	3		P	GC 34090
0270-40	Escondido Police Reserves - *Applications and backup info*	PD	UT	2AT	2AT		P	GC 34090
0280	**Police Department Administration**							
0280-05	Quarterly Newsletter (Retired Police Employees) – *Police Department status reports*	PD	2	1	3		P	GC 34090
0280-10	Emergency Operations Center (EOC) – *Disaster Preparedness Manual*	PD	US		US		P	GC 34090
0280-15	Safety Program (Traffic Police) – *Reports & information regarding school safety programs*	PD	2	1	3		P	GC 34090

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File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0280-50	Internal Affairs Investigations – *Complaints of alleged police misconduct*	PD	5	0	5		P	PC 832.5 **(Records are destroyed by PD)**
0280-80	Police Statistics & Surveys - *Outside request for departmental information*	PD	2	0	2		P	GC 34090(d)
0280-81	911 Call Center Time and Call Volume Statistics	PD	2	P	P		P/E	GC 34090
0280-83	Chaplaincy Program (Police) – *Applications & biographical, meeting, and training*	PD	2	1	3		P	GC 34090
0280-84	Citizen's Patrol -*Reports and organizational Information*	PD	2	1	3		P	GC 34090
0280-85	Awareness Academy (Community Police) - *Course information*	PD	2	1	3		P	GC 34090
0280-95	Board of Review (Shooting) - *Reports from board meetings*	PD	2	4	6		P	GC 34090
0290	**Police Department Vehicles**							
0290-10	Police Vehicles -*Vehicle assignment log*	PD	1	1	2		P	GC 34090(d)
0290-15	Licenses (Non-Exempt) - *Registration & renewal information*	PD	2	0	2		P	GC 34090(d)
0290-20	Command Van - *Equipment, driver & schedule Information*	PD	1	1	2		P	GC 34090(d)
0290-30	Take Home Car Plan/PPV - *Implementation of the program & reference information*	PD	1	1	2		P	GC 34090(d)
	FIRE PREVENTION EQUIPMENT & OPERATIONS							
0300	**Administration**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0300-10	Fire Mutual Aid - *Mutual aid incident reports now tracked on Firepoint* (Note: CC files contain supplemental/supporting documents)	FD/CC	2	1	3		E	GC 34090
0300-30	Training Records -*mV Class B training records, FFI & II state FM training records, in-house training records*	FD	2AT	1	3AT		P	GC 34090
0310	**Investigations & Reports**							
0310-10	Run Reports (Fire Incident) - *Engine company/paramedic incident reports*	FD	2	3	5		E	GC 34090
0310-20	Fire/Arson Investigation Reports - *Fire investigators report regarding specifics of source/point of origin*	FD	5	5	10	I	P	GC 34090, 34090.5
0310-25	Non-Fire Investigative Logs – Narcotics, False Alarm	FD	5	5	10		P/E	GC 34090
0320	**Fire Prevention Inspections/Code Enforcement**							
0320-10	Business Inspections (Fire 'A' Files) – *FD business files, contain inspection reports, permits, correspondence, general business information, false alarm logs (sprinklers)*	FD	2	P	P	I	P	UFC 103.3.4; GC 34090.5
0320-20	New Construction Inspections (B Files) – *Files containing data/maps related to new construction*	FD	2	P	P	I	P	UFC 103.3.4; GC 34090.5
0320-30	Complaints (Fire Prevention) - *Fire hazard complaints*	FD	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0320-35	Sprinkler Building Files (Plans) - *Files maintained by address, contain business sprinkler plans*	FD	2	P	P	I	P	UFC 103.3.4; GC 34090.5
0350	**Weed Abatement**							
0350-05	Administration							
0350-10	Weed Abatement (City Property) - *Fire prevention services, city owned property* (Note: CC files contain supplemental/supporting documents)	FD/CC	2	1	3		P	GC 34090
0350-15	Weed Abatement (Private Property) *– Fire Prevention services, privately owned property* (Note: CC files contain supplemental/supporting documents)	FD/CC	2	1	3		P	GC 34090
0360	**Pre-Fire Plan Program**							
0360-10	Pre-Fire Plan Inspections On Engines -*Computerized plans of hazardous buildings*	FD	US	N/A	US		E	GC 34090
0370	**Fire Apparatus & Equipment**							
0370-10	Fire Apparatus Service Tests - *Annual tests of Fire Apparatus*	FD	2	1	3		P	CCP 340.5
0370-20	Fire Apparatus & Equipment Inventories - *Inventories of apparatus, equipment, radios, etc.*	FD	2	1	3		P/E	GC 34090
0370-30	Fire Apparatus Specifications – *Specification documents for new apparatus*	FD	2	1	3		P	GC 34090; CCP 340.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0370-40	Equipment Assignments (Fire) - *Physical locations of fire equipment (person, building)*	FD	US	N/A	US		E	GC 34090
0370-60	Fire Hose History & Maintenance - *Fire hose maintenance and annual test records*	FD	2	1	3		E	CCP 340.5
0370-70	Issue of Safety Clothing/Equipment – *Inventory of safety gear for each employee*	FD	US	N/A	US		E	GC 34090
0370-75	Hydrant Records -*Annual test records for city/rincon hydrants*	FD	2	1	3		E	CCP 340.5
	FINANCE & FISCAL							
0400	**Accounting**							
0400-07	Collection - *Small Claims*	FIN	2	P	P	I	P	GC 34090
0400-08	Unpaid & Closed Collection Accounts -*Preliminary letters*	UTL Billing	2	P	P	I	P/E	GC 34090
0400-10	Charts of Accounts -*Reports of all city account numbers* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	P	P	I	P	GC 34090
0400-15	Travel Expenses Statements – *Statements listing expenses incurred by employees during business related trips*	FIN	2	3	4AA		P	GC 34090
0400-20	Petty Cash Bank Statements – *Reconciliation of petty cash checking accounts*	TRES	2	3	4AA		P	GC 34090
0400-30	Fixed Assets -*Annual reports of the city's fixed assets*	FIN	US	2	2AS		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0400-40	Check Registers -*Accounts Payables summary*	FIN (A/P)	2	3	4AA		P	GC 34090
0400-60	General Ledgers/Balance Sheets – *Reports that show revenue, expenditures, assets & liabilities* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	P	P	I	P	GC 34090
0400-65	Balance Sheet Reports – *Report regarding city assets & financial obligations by fund*	FIN	2	P	P		P	GC 34090
0400-70	Journal Vouchers -*Files that are filed by month of journal and back-up*	FIN	2	P	P	I	P	GC 34090
0400-75	Utility Billing & Cashier Reports – *Includes FDOP meter errors & condition, balance due, Rincon on/offs, EDI, open Rincon accts. To collections, third party notifications, courtesy notice, S40 payment processing batch log, collection closed accounts & collection payments, WTAD, WTRC, credit cards charges, etc.*	UTL Billing	2	3	4 AA	I	P	GC 34090
0400-76	Petty Cash Requests – *Request for payment, Currency/Coin order & bank deposits*	UTL Billing	2	3	4 AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0400-85	Monthly Treasurers Report – *Investment portfolio* (Note: CC files contain supplemental/supporting documents)	TRES /CC	2	3	4 AA		P	GC 34090
0400-93	Capital Projects Monthly Reports – *Monthly reports of departments account balances* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	3	4 AA		P	GC 34090
0400-96	Housing Loan Reconciliations	FIN	2	2	4AC			GC 34090; 24 CFR 570.502(b)(3); 24 CFR 85.42
0410	**Audits**							
0410-20	External Audit Reports -*Final audit report (Includes the Certified Annual Finance Report)* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	P	P	I	P	GC 34090
0410-30	Audit Preparation Files							
0410-30	Financial Statement Preparation Files – *Includes backup information for the financial statements* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	P	P	I	P	GC 34090
0420	**Banking**							
0420-10	Banking Services -*Banking information on armored car, bank monthly services fees, credit cards, REP inquiry*	TRES/ FIN	2	3	4AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0420-30	Bank Statements & Reconciliation's - *A listing of all cleared checks and balance. Includes AR/Gl Reconciliation's & S40/UB Reconciliations*	TRES/ UTL Billing	2	3	4AA		P	GC 34090
0420-38	Checks (Stale-Dated) -*A listing of accounts payable & payroll checks that are over a year old*	TRES	2	3	4AA		P	GC 34090
0420-40	Check Stubs –*Cancelled checks for petty cash & early release requests*	TRES	2	3	4AA		P	GC 34090
0420-41	Returned Checks - *Returned check notification from bank on returned NSF checks*	TRES	2	3	4 AA		P	GC 34090
0420-42	Check Stop Payments - *Stop payments on payroll & accounts payable city checks*	TRES	2	3	4 AA		P	GC 34090
0420-43	Bank Deposit Slips -*Deposit slips for general & Library with totals of daily deposits*	TRES	2	3	4 AA		P	GC 34090
0420-44	Deposit Corrections -*A bank notice of errors and corrections made on deposit slips*	TRES	2	3	4AA		P	GC 34090
0420-45	Debit/Credit Memos							
0420-45	Transfer of Funds Advice – *Incoming and outgoing wire transfers*	TRES	2	3	4AA		P	GC 34090
0420-46	Electronic Transactions – *Electronic Transfers and Pay on-line accounts*	UTL Billing	2	3	4AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0420-47	Armored Transport Receipts – *Signed receipts from armored transport pickups*	UTL Billing	1	1	2		P	GC 34090(d)
0420-60	Banking Daily Worksheets - *Treasurers daily worksheets on banking & investment transactions*	TRES	2	3	4AA		P	GC 34090
0420-61	Weekly Check Register - *Register for all checks written for the previous accounting time periods*	FIN	2	3	4AA		P	GC 34090
0420-62	Banking Cash Reconciliation Worksheets - *Working papers involving outstanding payroll and accounts payable files*	FIN	2	3	4AA		P	GC 34090
0420-70	Duplicating Center Worksheets – *Information regarding duplicating charges used to do journal entries*	FIN	2	3	4AA		P/E	GC 34090
0430	**Budget**							
0430-05	Administration							
0430-10	Departmental Budget - *Department budget working papers*	DEPT	2	1	3		P/E	GC 34090
0430-20	External Financial Support Requests -*Correspondence notifying non-profit agencies of funds available for grants. Also include applications* (Note: CC files contain supplemental/supporting documents)	FIN/CS /CC	2	1	3		P	GC 34090
0430-25	Budget Objectives -*Report regarding department budget objectives*	FIN	2	3	4AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0430-30	Annual Operating/C.I.P. Budget – *Adopted citywide operating/CIP budget* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	P	P	I	P	GC 34090
0430-35	Budget Preparation Files -*Budget backup data*	FIN	2	3	4AA			GC 34090
0430-50	Revenue Estimates - *Correspondence from the County regarding revenue projections*	FIN	2	3	4AA		P	GC 34090
0430-80	Carryovers/Budget Adjustments – *Authorization to move funds from one account to another* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	3	4AA		P	GC 34090
0440	**Bond Issues/Debt Service**							
0440-05	Administration, Bond Issues - *Information on Bond Issues & Securities* (Note: CC files contain supplemental/supporting documents)	TRES/ FIN/CC	2	P	P	I	P	GC 34090
0440-10	Bond Paying Agent/Fiscal Agent - *Monthly bearer payment statements*	TRES	2	P	P	I	P	GC 53921
0440-15	Bonds, Industrial Development - *Bonds for various city projects*	TRES/CC	2	P	P	I	P	GC 53921
0440-20	Bonds, Mortgage Revenue -*Bonds & transaction statements for various city projects*	TRES/ FIN/CC	2	P	P	I	P	GC 53921

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0440-22	Bonds, EJPFA -*Bonds & files containing preliminary official statements & invoices with amounts due for debt services*	TRES/ CC	2	P	P	I	P	GC 53921
0440-25	Assessment District Financial Records (1911 Act) - *Payment demands & general information*	TRES /FIN	2	P	P	I	P	GC 53921
0440-30	Assessment District Financial Records (1915 Act) - *Information on Bonds - Auto Parkway, Reidy Creek, Rancho San Pasqual, & Correspondence*	TRES	2	P	P	I	P	GC 53921
0440-35	Bonds, General Obligation -*1958 Municipal Improvement Series Bonds & Correspondence* (Note: CC files contain supplemental/supporting documents)	TRES/ FIN/CC	2	P	P	I	P	GC 53921
0440-40	Certificates of Participation (CDC/City) -*Statements and information on Mobilehome Park, Municipal Golf course, City Hall Project* (Note: CC files contain supplemental/supporting documents)	TRES/ FIN/CC	2	P	P	I	P	GC 53921
0440-45	Bonds, Revenue (Not Specifically Listed) – *Bonds & transaction statements for various city projects*	TRES/ FIN/CC	2	P	P	I	P	GC 53921

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0440-50	Bonds, Water Revenue – *Correspondence, maturity schedule* (Note: CC files contain supplemental/supporting documents)	TRES /CC	2	P	P	I	P	GC 53921
0440-55	Bonds, Sewer Revenue - *Sewer bond statements & general information* (Note: CC files contain supplemental/supporting documents)	TRES /CC	2	P	P	I	P	GC 53921
0440-60	Mortgage Revenue Bonds Bank Statements- *Monthly statements of multifamily Housing Revenue Bonds*	TRES/ FIN	2	P	P	I	P	GC 53921
0440-63	Monthly Age/Income Compliance Reports - *Information regarding occupants of low income housing pertaining to multifamily revenue bonds*	TRES/ FIN	2	P	P	I	P	GC 34090
0440-65	Bonds, Housing (Multiple Family) – *Yearly Housing Bond Issuance report & correspondence*	TRES /HSG	2	P	P	I	P	GC 53921
0440-90	Bond Issues Reports & Studies - *The Depository Trust Co., claim responses*	TRES	2	P	P	I	P	GC 53921
0450	**Payroll**							
0450-10	Individual Employee Payroll Files – *Employee payroll history*	PR	UT	5	5AT		P	GC 34090
0450-11	Payroll Register	PR	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0450-12	Quarterly Tax Reports -*Employee federal and state tax reports*	PR	2	3	4AA		P	GC 34090
0450-13	MOU Negotiation Changes -*Pay changes as a result of a new MOU*	PR	2	3	4AA		P	GC 34090
0450-14	Direct Deposit Reports -*Report of employees information who participate in the direct deposit program*	PR	2	3	4AA		P	GC 34090
0450-20	Time Cards – *Employee work timecard*	PR/ DEPT	2	3	4AA		P	GC 34090
0450-21	Off-line/Off-cycle Checks -*Payroll checks written outside of the normal payroll run for different reasons*	PR	2	3	4AA		P	GC 34090
0450-35	Workers Compensation/LOA/SDI Reports - *Payroll information for employees on workers compensation*	PR	2	3	4AA		P	GC 34090
0450-40	Mileage Reimbursement – *Statement listing number of miles employee traveled for business related activities*	FIN	2	3	4AA		P	GC 34090
0450-45	Alpha Reports -*(Other Earnings/Benefits/Insurance/ Deductions)*	PR	2	3	4AA		P	GC 34090
0450-54	1098 & 1099 Tax Forms - *Tax Information for vendors*	FIN	2	3	4AA		P	GC 34090
0450-55	Leave Registers -*Report of employee leave balances*	PR	2	3	4AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0450-56	W-2 Register Worksheets– *Preliminary backup working documents*	PR	2	3	4AA		P	GC 34090
0450-57	W-2 Register - *Listing of all W-2 employee information*	PR	2	P	P	I	P	GC 34090
0450-58	W-2's - *Employee tax statements*	PR	2	3	4AA		P	GC 34090
0450-60	Use of City Vehicle Log – *Log sheet for employees who use city vehicles. Forms are used for tax purposes.*	PR	2	1	3		P	GC 34090
0460	**Pension & Retirement Funds Reports**							
0460-10	Deferred Compensation Reports - *401(k) & 457 plan quarterly reports & ICMA annual reports. Actual individual records of plan*	PR	D/R		D/R		P	
0460-20	PERS Reports – *Report of employees reportable PERS wages and contributions*	PR	3	P	P	I	P	GC 34090
0460-30	PARS REPORTS – *Report of employees reportable PARS wages and contributions*	PR	3	P	P	I	P	GC 34090
0470	**Purchasing**							
0470-10	Accounts Payables – *Copies of invoices and backup information*	FIN	2	3	4 AA		P	GC 34090
0470-11	Accounts Payable Detailed Information – *Itemized information supporting the bill*	DEPT	2	0	2		P/E	GC 34090
0470-18	Pending Purchases – *Quotes, bids & requisitions*	DEPT	2	1	3		P/E	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0470-20	Purchase Requisitions – *Departmental requests for maintenance service agreements, supplies & equipment* (Note: CC files contain supplemental/supporting documents)	PURCH /CC	2	3	4 AA		E	GC 34090
0470-25	Purchase Orders -*Annual open PO's, contracts, agreements, public service agreements, orders for equipment & supplies* (Note: CC files contain supplemental/supporting documents)	PURCH /CC	2	3	4 AA		P	GC 34090
0470-26	Purchase History -*Newsletters, co-operative purchase agreements (State/Carlsbad/County), credit card info*	PURCH	2	3	5		P	GC 34090
0470-27	Procurement Credit Card - *Credit cards used for emergency purchases for small amounts, monthly statements, memos & correspondence*	PURCH	2	1	3		P	GC 34090
0470-32	Pending Bids (Request for Proposals)	PURCH	1	3	4AA		P	GC 34090; CCP 337
0470-35	Award of Bid (Equipment/Supplies/Services) - *Successful bids* (Note: CC files contain supplemental/supporting documents)	PURCH /CC	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0470-45	Rejected Bids -*Unsuccessful bids and RFP's for equipment & supplies/services* (Note: CC files contain supplemental/supporting documents)	PURCH /CC	1	3	4AA		P	GC 34090; CCP 337
0470-47	Office Supply Room Log Sheet – *Department sign out supplies sheet. Log is calculated for department's monthly charge.*	PURCH	1	1	2		P	GC 34090
0470-50	Supply Inventories -*Office supplies inventory*	PURCH	US	3	3		P	GC 34090
0470-55	Auctions (City/County) – *Informal stores, not a published auction*	PURCH/ PW	2	3	5		P	GC 34090
0470-65	Surplus Property Disposal Requests -*Departmental copies of surplus property disposal requests* (Note: CC files contain supplemental/supporting documents)	PURCH /CC	2	1	3		P	GC 34090
0470-70	Purchasing Programs - *Computer training programs*	PURCH	US	N/A	US		P	GC 34090
0470-80	Vendor Brochures & Catalogs -*For equipment and services (Includes Pricing Manuals)*	DEPT	D/R	N/A	D/R		P/E	
0470-85	Consultant Reference Information – *Brochures & Reference information*	DEPT	2	3	5		P	GC 34090
0470-90	Policies & Procedures (Purchasing) – *Purchasing guidelines*	PURCH	US	N/A	US		P	GC 34090
0480	**Revenue & Taxation**							
0480-05	Refunds -*Water meter & construction*	UTL Billing	2	3	4 AA			GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0480-10	Accounts Receivable -*Billings for money owed to the city, customer files, uncollectible invoices & closed customer files* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	3	4 AA		P	GC 34090
0480-15	Daily Cash Receipts -*Receipts for city information, services and/or programs*	FIN/CS/ UTL Billing	2	3	4 AA		P	GC 34090
0480-20	Billing & Service Requests -*After-hours ons, service request, theft notices & meter check entry*	UTL Billing	2	3	4 AA		P	GC 34090
0480-25	Billings & Receipts -*Water, Trash, Sewer, Parking, SDG&E & Church/School/Recreation* (Note: CC files contain supplemental/supporting documents)	UTL Billing /CS /CC	2	3	4AA		P	GC 34090
0480-30	Paramedic Billings - *Billing information for paramedic services rendered*	FIN	2	3	4AA		P	GC 34090
0480-31	Credit Card Slips -*Bills paid by credit card*	UTL Billing	2	5	7		P	GC 34090
0480-32	Paid NSF (Non-Sufficient Fund Checks) – *Receipts for paid NSF checks*	UTL Billing /FIN	2	3	4 AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0480-35	Business Licenses - *Applications & renewals, Home Occupation Permits* (Note: CC files contain supplemental/supporting documents)	CE/CC	UE	5	5AE		P	GC 34090
0480-36	Passports - *Applications and transmittal records*	CSC	2	1	3		P	GC 34090
0480-40	Taxes - *Backup information regarding city taxes, including property taxes and transient occupancy tax.* (Note: CC files contain supplemental/supporting documents)	FIN/CM /CC	2	3	4AA		P	GC 34090
0480-45	Fee Studies/Schedule -*City Clerk's office maintains the original fee Resolutions, staff reports and attached backup information permanently.* (Note: CC files contain supplemental/supporting documents)	FIN/CC	2	P	P	I	P	GC 34090
0480-46	Fee Studies/Schedule – Departmental Information	DEPT	2	0	2		P	GC 34090
0480-49	Sewer Rates -*Rate increase notifications*	FIN	2	3	4AA		P	GC 34090
0480-55	Fee Waiver Requests - *Requests for the waiving of fees for projects*	DEPT	2	3	4 AA		P	GC 34090
0480-59	Reclaimed Water Rates – *Financial survey*	FIN	2	3	4AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0480-70	Grants, Successful -*Grants for city programs obtained from County, State and Federal organizations, including Literacy grants.*	DEPT	2	3	4AA		P	GC 34090 Subject to County, State and Federal requirements
0480-80	Grants, Unsuccessful -*Non-approved grants for city programs*	DEPT	2	1	3		P	GC 34090
0480-85	Funding Programs (Private) - *Programs with the city that are privately funded.*	DEPT	2	1	3		P	GC 34090
0490	**Investments**							
0490-10	Investment Information (General) – *Statements & investments safekeeping*	TRES	2	3	4AA		P	GC 34090
0490-30	Investment Fund (L.A.I.F.) – *Correspondence & pooled money investment statements* (Note: CC files contain supplemental/supporting documents)	TRES /CC	2	P	P		P	GC 34090
0490-40	Investment Committee - *Membership & minutes*	TRES	2	1	3		P	GC 34090
0490-50	Investment Statements – *Investment confirmations & statements of investment account*	TRES/ FIN	2	3	4 AA		P	GC 34090
0490-55	Investment Report (Quarterly) – *Treasurers quarterly investment work- papers* (Note: CC files contain supplemental/supporting documents)	TRES /CC	2	3	4AA		P	GC 34090
0490-60	Investment Reports & Studies - *AIM information & statements*	TRES	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
	EQUIPMENT SERVICE & MAINTENANCE							
0500	**Communication/Computer/Office /Mechanical Equipment & Rolling Stock**							
0500-10	Work/Orders Service Requests - *Requests for maintenance of equipment*	DEPT	1	2	3		P/E	GC 34090
0500-20	Maintenance & Repair Records - *Case files created for the maintenance or repair work of individual items*	DEPT	UD	3	3AD		P/E	GC 34090
0500-30	Inventories – *Inventory of city equipment, and fuel*	DEPT	US	3	3		P/E	GC 34090
0500-40	Log Books -*Daily logs of work performed and vehicle logs*	PW	2	3	5		P	GC 34090
	LEGAL & LEGISLATION							
0600	**Agreements & Contracts**							
0600-10	Agreements - *Agreements between the city and outside vendors approved by Council, also includes Franchise and Lease agreements*	CC/CA	UC/E	P	P	I	P	GC 34090, 34090.5
0600-11	Departmental Contracts and Agreements – PSA's and consulting agreements that are approved by the City Manager or the Department Head	DEPT	UC/E	3	3 AC/E		P	GC 34090
0600-12	Community Service Agreements (Instructors) – *Contracts with instructors that teach recreation classes*	CS	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0600-15	Development Agreements – *Agreements pertaining to development within the city (excludes subdivisions, annexations & CDC*	CC	UC/E	P	P	I	P	GC 34090, 34090.5
0600-20	C.D.C. Agreements - *Community Development Commission agreements*	CC	UC/E	P	P	I	P	GC 34090, 34090.5
0600-30	Industrial Development Bond Authority Agreements - *Agreements regarding the issuance of bonds*	CC	UC/E	P	P	I	P	GC 34090, 34090.5
0600-35	EJPFA (Escondido Joint Powers Financing Agency) Agreements - *Agreements with other governmental agencies*	CC	UC/E	P	P	I	P	GC 34090,34090.5
0600-40	Lien Agreements - *Agreements for improvements in the public rights-of-way – Includes Liens Released & Waivers (ENGR copies of recorded agreements & general correspondence)*	ROW/CC	UC/E	P	P	I	P	GC 34090, 34090.5
0600-65	Improvement Bonds - *Bonds required for specific city projects*	CC	UC	P	P	I	P	GC 34090, 34090.5
0600-70	Lot Tie Agreements – *Agreements required for specific small projects*	CC	UE	P	P	I	P	GC 34090, 34090.5
0600-75	Repayment Agreements (Water/Sewer/Storm Drains/Streets) -*Repayment for Public Utility improvements*	CC	2	P	P	I	P	GC 34090, 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0600-80	Sewer/Water Service Agreements (outside city limits) - *Agreements to utilize city sewer system*	CC	UE	P	P	I	P	GC 34090, 34090.5
0600-85	Promissory Notes - *Originals of signed promissory notes* (Note: CC files contain supplemental/supporting documents)	FIN/ UTL Billing /CC	2	4	6		P	GC 34090
0600-95	Notice of Completion	CC	2	P	P	I	P	GC 34090, 34090.5 + CEQA Guidelines
0610	**City Council/CDC/Rent Review Board/Industrial Development Bond Authority/Escondido Joint Powers Financing Authority/Oversight Board**							
0610-15	Oral Communications – *Documents presented under Oral Communications*	CC	2	P	P	I	P	GC 34090
0610-25	Closed Sessions -*Reports completed regarding content of each agenda closed session* (Note: CC files contain supplemental/supporting documents)	CA/CC	2	5	7		P	GC 54957
0610-30	Agendas - *copy of agendas containing the affidavit of posting*	CC	2	3	5		P	GC 34090
0610-40	Minutes - *Original minutes of legislative meetings*	CC	P	P	P	I	E	GC 34090(e), 34090.5
0610-45	Verbatim Transcripts - *May be done occasionally for legal purposes*	CC	2	1	3		P	GC 34090.7

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0610-55	Subcommittees - *Information regarding misc. council sub-committees* (Note: CC files contain supplemental/supporting documents)	CM/CC	2	1	3		P	GC 34090
0610-70	Appointments/Resignations - *Appointments and Resignations to Mayor and City Council seats*	CC	2	P	P	I	P	GC 34090
0610-75	Agenda/Staff Reports – City Council	CC	2	P	P	I	P	GC 34090
0610-80	Confirmed Agenda – City Council	CC	2	P	P	I	P	GC 34090(e), 34090.5
0610-85	Request to Speak Form – *Public Meeting Request to Speak Form*	DEPT	1	1	2		P	GC 34090
0610-90	Council Policies and Procedures - *Various rules and procedures adopted by Council*	CC	2	P	P	I	P	GC 34090
0610-95	City Council Work Program - *Priority list of projects to be completed* (Note: CC files contain supplemental/supporting documents)	CM/CC	2	1	3		P	GC 34090
0640	**Conflict of Interest**							
0640-10	Statement of Economic Interests – *Completed 700 Forms filed with the City Clerk for City employees and boards and commissions*	CC	UT	7AT	7AT		P	GC 81009

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0640-15	Statement of Economic Interests – *Completed 700 Forms for the City Council, Planning Commission, City Manager, City Attorney and Finance Director (Originals are filed with the State)*	CC	UT	4AT	4AT		P	GC 81009
0640-20	Conflict of Interest Filing Instructions, Forms & Bulletins	CC	D/R	N/A	D/R		P	
0640-30	Conflict of Interest Polices & Procedures -*City policies and required positions for filing*	CC	US	P	P	I	P	FPPC, GC 34090
0640-40	Specific Inquiries and Matters – *Materials regarding issues dealing with council and commission member conflict of interests and FPPC related inquiries*	CA	2	5	7		P	GC 34090
0650	**Elections**							
0650-10	Election Planning Materials & Reference -*General election material and information*	CC	D/R	N/A	D/R		P	
0650-20	Election Initiatives – *Initiatives submitted by the public to be placed on the ballot*	CC	8 mos.	N/A	8 mos.		P	EC 17200 - Retain 8 months after the election is certified
0650-30	Election Referendums - *Referendums submitted by the public to be placed on the ballot*	CC	8 mos.	N/A	8 mos.		P	EC 17200 - Retain 8 months after the election is certified
0650-40	Election Case Files – *Election working papers and information*	CC	4	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0650-45	Nomination Documents – *Includes Nomination Papers, Candidates Statements and Petitions in Lieu of Filing Fee*	CC	2	6	8		P	EC 17100 - Retain 4 years after expiration of term.
0650-50	Campaign Statements (Unsuccessful candidates/committees) – *Completed 400 series forms.*	CC	2	3	5		P	GC 81009(b)
0650-70	Campaign Statements (Successful candidates/committees) – *Completed 400 series forms.*	CC	2	P	P	I	P	GC 81009(b), GC 34090.5
0660	**Code Enforcement Program**							
0660-10	Code Enforcement Complaints & Investigations - *Initial citations, follow-up correspondence, various pleadings & work-up of investigation* (Note: CC files contain supplemental/supporting documents)	CA/CC	2	3	5		P	GC 34090
0660-20	Code Enforcement Case Files – *Case filed by address containing office notes & pertinent documentation, pictures etc. (Includes Original Recorded Documents)* (Note: CC files contain supplemental/supporting documents)	CE/CC	UC	P	P	I	P	GC 34090
0660-25	Business License Lists -*Business lists by address and name*	CE	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0660-35	Mobilehomes Maintenance & Rent Review Inspection Program - *State mandated inspection reports & corrections* (Note: CC files contain supplemental/supporting documents)	CE/CC	2	P	P	I	P	GC 34090
0670	**Legal Operations**							
0670-10	Affidavits of Posting -*Posting of legislative meeting notices*	DEPT	2	3	5		P	GC 54960.1(c)(1)
0670-20	Affidavits of Publication – *Publication of Public Hearings & Ordinances*	DEPT	3	P	P	I	P	CCP 343
0670-30	Legal Opinions –*City Attorney and outside counsel legal opinions regarding various issues*	CA	2	P	P	I	P	GC 34090
0670-60	Loyalty Oaths -*Oaths for the city council, boards, commissions, and committee members*	CC	UT	2	2AT		P	GC 34090
0670-61	Loyalty Oaths – *Oaths for full-time employees*	CC	2	P	P	I	P	GC 34090
0670-62	Loyalty Oaths – *Oaths for part-time employees*	CC	3AT	7	10		P	GC 34090
0670-65	Public Records Requests -*Letters, e-mails, etc. from the public requesting copies of city records*	DEPT/ CA/CC	2	0	2		P/E	GC 34090
0670-66	Deposition Subpoena – *Production of Business Records*	CC	1	2	3		P/E	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0670-70	Departmental Project Files - *Backup information regarding specific projects reviewed by department heads*	DEPT	2	5	7		P	GC 34090
0670-75	Department Files – *Department Working Files*	CA	2	0	2		P	
0675	**Litigation**							
0675-10	Civil Case Files - *Lawsuits on behalf of city and defense of cases against the city*	CA	US	P	P	I	P	GC 34090
0675-30	Criminal Case Files - *Lawsuits regarding violations of Escondido Ordinances – Includes Affidavits (Arrest Warrants).*	CA	US	P	P	I	P	GC 34090
0680	**Legislation**							
0680-10	Ordinances - *City ordinances adopted by the city council*	CC	P	P	P	I	P	GC 34090(e)
0680-20	Resolutions - *City resolutions adopted by the city council*	CC	P	P	P	I	P	GC 34090(e); 40801
0680-25	Resolutions, Oversight Board	CC	P	P	P	I	P	GC 34090(e); 40801
0680-30	Resolutions, CDC	CC	P	P	P	I	P	GC 34090(e); 40801
0680-35	Resolutions, MHRRB	CC	P	P	P	I	P	GC 34090(e); 40801
0680-40	Resolutions, IDA	CC	P	P	P	I	P	GC 34090(e); 40801
0680-43	Resolutions, EJPFA	CC	P	P	P	I	P	GC 34090(e); 40801
0680-45	Resolutions (Planning Commission) - *Resolutions for planning case files that go before the Planning Commission*	PLAN	P	P	P	I	P	GC 34090(e); 40801
0680-50	Code Files (City) -*Municipal and Ordinance code amendments*	CC	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0680-60	Legislative Analyst/Lobbyist – *Federal & state lobbyist correspondence for reference, contract salary, and financial reporting information* (Note: CC files contain supplemental/supporting documents)	CA/CM/ FIN/CC	2	1	3		P	GC 34090
0680-70	Legislation Pending -*General correspondence regarding Federal and/or State legislation*	DEPT	2	4	6		P	GC 34090
0680-80	League of California Cities Legislative Bulletins - *Bulletins received from the league. CM office distributes to depts.*	CM	D/R	N/A	D/R		P	
0680-87	Comprehensive Housing Affordability Strategy/Com Plan - *5 year housing & community needs strategy (No longer exists but is used)*	HSG	2	P	P	I	P	GC 34090
0680-91	GANN Initiative - *Prop 4. Backup Documents*	FIN	P	P	P	I	P	GC 34090
0685	**Assessment/Community Facilities Districts**							
0685-10	Assessment District Case Files – *Application and backup information for implementation* (Note: CC files contain supplemental/supporting documents)	PLAN /CC	2	P	P	I	P	GC 34090, 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0685-20	Community Facilities District Case Files - *Application and backup information for implementation* (Note: CC files contain supplemental/supporting documents)	ENGR /CC	2	P	P	I	P	GC 34090, 34090.5
0690	**Real Property**							
0690-10	Acquisitions of Real Property (Active) -*Appraisals, agreements, relocations and correspondence regarding acquisitions of Real Property* (Note: CC files contain supplemental/supporting documents)	ROW/ CM/CC	2	P	P	I	P	GC 34090
0690-20	Disposal of Real Property (Active) – *Records, agreements and correspondence regarding disposal of Real Property* (Note: CC files contain supplemental/supporting documents)	ROW/ CM/CC	2	5	7		P	GC 34090
0690-30	Dedication of Real Property Offers (Successful/Unsuccessful) – *Correspondence and back-up information* (Note: CC files contain supplemental/supporting documents)	ROW/CC	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0690-40	Abandonment's/Vacations of Right-of-way or Relinquishment of Public Right-of-way - *Correspondence and background information*	CC	2	P	P	I	P	GC 34090
0690-50	Eminent Domain Proceedings - *Appraisals, correspondence, legal & court documents* (Note: CC files contain supplemental/supporting documents)	ROW/CC	2	5	7		P	GC 34090
0690-55	Condemnations of Real Property -	ROW	2	P	P	I	P	GC 34090
0690-60	Encroachments (Permanent) Permits - *Permits which set permanent conditions on property.* (Note: CC files contain supplemental/supporting documents)	ENGR Field/CC	UE	P	P	I	P	GC 34090(a), 34090.5
0690-65	Liens Against Real Property – *Recorded liens issued for various reasons*	CC	UP	P	P	I	P	GC 34090(a), 34090.5
0690-70	Inventories (Real Property) (Note: CC files contain supplemental/supporting documents)	ROW/CC	2	P	P	I	P	GC 34090
0690-80	Deeds & Easements – *Original City deeds and easements recorded by the county*	CC	2	P	P	I	P	GC 34090(a), 34090.5
0690-81	Deeds & Easements – *Other*	CC	2	P	P	I	P	GC 34090(a), 34090.5
0695	**Real Property/City Owned Mobilehome Parks**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0695-20	Mobilehome Rental Lots – *Rental lease applications and correspondence*	HSG	UE	4	4AE		P	CCP 337.2, 343
0697	**Rent Control in Escondido**							
0697-07	Complaints (Mobilehomes) – *Request forms -inspection results, correspondence and problem analysis & legal resolution*	CA/CE	2	1	3		P	GC 34090
0697-10	Mobilehome Rent Space Worksheet - *Annual report the city requires from Mobilehome parks requiring Mobilehome administration*	CA/HSG	2	P	P	I	P	GC 34090
0697-20	Mobilehome Rent Control Hearing File - *Application and hearing for rent increase*	CA/HSG	2	5	P		P	GC 34090
	PERSONNEL							
0700	**Personnel Administration**							
0700-02	HIPAA Logs – *Logs tracking the movement of medical information*	HR	6	0	6		P	
0700-03	Sexual Harassment - *Harassment training roster, info regarding sexual harassment policy; guidelines, compliance forms; other cities policies, hostile work environment & sexual harassment issues in law enforcement training manual*	HR	2	3	5		P	GC 12946, GC 34090
0700-10	Employee Assistance Program – *Bills, correspondence, resolutions, reports, back-up info; countywide survey reports*	EB	2	5	7		P	GC 12946, GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0700-15	Wellness Programs – *Health Fair, Brown Bag Workshops and Vitality Magazine*	EB	2	0	2		P	GC 34090
0700-20	Employee Handbook – *Supervisor's Resource Manual (originals)*	HR	US	P	P	I	P	GC 34090
0700-25	Employee Benefit Communications – *Benefit brochures, videos, open enrollment materials, Intranet development, on-line enrollment, CityTalk Articles and special employee presentations*	EB	D/R		D/R		P	GC 34090
0700-30	Employee Newsletter – *Citytalk*	CM	2	P	P	I	P	GC 34090
0700-31	Employee Newsletter – *Cityline*	CM	2	0	2		P	GC 34090
0700-40	Employee Suggestions/Bright Idea – *Employee suggestions for work improvement*	CM	2	1	3		P	GC 34090
0700-45	Awards (Employee) – *Employee awards and recognition*	DEPT	2	1	3		P	GC 34090
0700-50	New Position Requests – *Requests from departments for new positions* (Note: CC files contain supplemental/supporting documents)	HR/CC	1	2	3		P	GC 34090
0700-60	Organization Charts -*City-wide chart originated by the CM office*	CM	US	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0700-80	Personnel Policies & Procedures - *Rules & regulations; admin leave days, policies & procedures, bilingual information, child care program, city owned vehicles, customer comment, volunteer program, flex work schedule, discipline procedures, Drug free workplace policy, including locker policy etc.* (Note: CC files contain supplemental/supporting documents)	HR/CC	US	N/A	US		P	GC 34090
0700-95	P.O.S.T. (Police Officers Standards & Training) -*State updates and changes in rules & regulations*	PD/HR	2	1	3		P	GC 34090
0710	**Classifications & Qualifications**							
0710-20	Job Description & Specifications - *Past & present job specifications which describes duties & functions of each job listed*	HR	WC	P	P	I	P	GC 34090
0710-50	Reclassification Requests- *Original memos & backup information for jobs that have been reclassified*	HR	3	P	P	I	P	GC 34090
0720	**Salaries, Wages & Benefits**							
0720-10	Consumer Price Index & Cost of Living - *Consumer price index Pacific cities & U.S. city average notices showing change in workers*	HR	US	N/A	US		P	

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0720-20	Compensation Plans - *Current grade and step tables showing monthly rates* (Note: CC files contain supplemental/supporting documents)	HR/CC	2	P	P	I	P	GC 34090
0720-21	Health Insurance Committee – *Meeting material, agendas, minutes & informational correspondence*	EB	2	1	3		P	GC 34090
0720-22	Benefits, Retired Employee Files – *Individual continuance of city benefits*	EB	UT	3	3AT		P	GC 34090
0720-23	Benefits, COBRA Participants – *Individuals continuance of city benefits*	EB	2	1	3		P	GC 34090
0720-24	Benefit, Active Employee File – *Individual employee enrollment forms for medical, dental, life and LTD insurance*	EB/CC	2	1	3		P	GC 34090
0720-25	Flex Benefit Plan Program – *Section 125 Plan, Flexible spending accounts, pre-tax premium, NDT testing: flexible credits for unclassified/mgmt. And non-sworn police*	EB	2	3	4AA		P	CFR 1602.30, 29 CFR 1627.3, 29 USC 1113
0720-26	Benefits, Consulting Literature – *Includes Correspondence & General Information*	EB	2	1	3		P	GC 34090
0720-27	Family Friendly Benefits - *In home child care & lactation program information for city employees*	EB	2	5	7		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0720-28	Benefits, Death Benefit Information – *Includes Correspondence & General Information*	EB	2	1	3		P	GC 34090
0720-29	Disability Benefits – *LTD, STD, LTC, SDI, general administrative files, leave issues related to disability, LOA billing procedures*	EB	2	1	3		P	GC 34090
0720-30	Insurance Plans – *Health, Dental, Group Life, GUL, Rebates, Kaiser Ineligibility, Cancer and Vision* (Note: CC files contain supplemental/supporting documents)	EB/CC	3	P	P		P	CCP 337.2, CCP 343
0720-31	Government Mandated Benefit Programs – *Administrative files on COBRA, HIPPA, FMLA; Social Security, Medicare & DOC requirements*	EB	2	P	P	I	P	GC 34090
0720-32	PERS PAC – Includes Invoices, Newsletters, and Pamphlets – General Information	EB	2	1	3		P	GC 34090
0720-33	International Foundation of Employee Benefit Plans – Membership & General Information	EB	2	1	3		P	GC 34090
0720-34	Benefits, Leave Issues – Includes Correspondence, Guide & General Information	EB	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0720-40	Retirement Plans – *Administrative files, PERS, PARS, 401(k), 457, Prepare Plan & 415 Testing* (Note: CC files contain supplemental/supporting documents)	EB/CC	WC	P	P	I	P	
0720-80	Salary Surveys -*Other agencies compensation plan CCPA survey reports, memos and reports re: city position salary surveys*	HR	2	3	5		P	29 CFR 516.6(2), GC 34090
0720-90	Salary Studies -*Full-time & Part-time salary study* (Note: CC files contain supplemental/supporting documents)	HR/CC	WC	P	P	I	P	29 CFR 516.6(2)
0730	**Employee Records**							
0730-10	Permanent Employees Personnel File -*Includes start notices, evaluations, pay changes, memos, awards - any and all information re: the employee*	HR	3/AT	P	P		P	29 CFR 1627.3, GC 34090, GC 12946, 29 CFR 516.6 et.seq.
0730-20	Contract Employees - *Contracts with employees which are not approved by the City Council*	HR	3/AT	7	10		P	29 CFR 1627.3, GC 34090, GC 12946, 29 CFR 516.6 et.seq.
0730-30	Part-time Employee Personnel File - *Includes start notices, evaluations, pay changes, memos, awards, etc.*	HR	3/AT	7	10		P	29 CFR 1627.3, GC 34090, GC 12946, CFR 516.6 et.seq.
0730-40	Departmental Personnel Files – Department Copies	DEPT	2/AT	3	5/AT		P	GC 34090 Administrative Directive No. 28

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0730-45	DMV & Respiratory Physicals – *Physicals and tests for city functions in compliance with regulations*	RM	2	0	2		P	29 CFR 1627.3, GC 12946, 29 CFR 516.6 et.seq.
0740	**Labor Relations**							
0740-20	Labor Negotiations -*Notes, agendas, minutes, memos re: employee groups* (Note: CC files contain supplemental/supporting documents)	HR/CC	US	2	2		P	GC 34090(d) Keep last two sets of negotiations in office per HR
0740-25	Impasse Procedures - *Procedures for handling employee group empasses* (Note: CC files contain supplemental/supporting documents)	HR/CC	US	P	P	I	P	GC 34090
0740-30	MOU (Memorandum of Understanding) - *MOU's and correspondence for all employee bargaining units (Includes Correspondence & Information Pertaining to Uniform and Shoe Allowances)* ***(HR copies should be shredded when they are no longer needed)***	CC/HR/ DEPT	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0740-40	Employee Associations - H*istory of bargaining units, by-laws, recognition petitions and election info* (Note: CC files contain supplemental/supporting documents)	HR/CC	2	P	P	I	P	GC 34090
0740-60	Grievances & Investigations – *Notes, memos, letters re: disciplinary actions, employee complaints, investigations grievance procedure* (Note: CC files contain supplemental/supporting documents)	HR/CC	US	P	P	I	P	GC 12946, 29 CFR 1602
0740-70	Fair Labor Law & Standards – *FLSA Act of 1985, correspondence & FLSA meet & confer info*	HR	D/R		D/R		P	
0750	**Recruitment & Selection**							
0750-10	Affirmative Action Program – *Action plan, report data and EEO reports*	HR	2	P	P	I	P	GC 34090
0750-15	ADA (Americans With Disabilities Act) - *General Correspondence, info & resources; transition plan*	HR	3	P	P	I	P	GC 34090
0750-20	Employee Transfer Requests – *Employee requests to transfer to another department*	HR	2	1	3		P	GC 34090
0750-35	Employment Bulletins - *Job fairs, etc.*	HR	D/R		D/R		P	

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0750-40	Resumes (Permanent & Part-time) - *Resumes from prospective employees*	HR/ DEPT	D/R		D/R		P	
0750-70	Eligibility Lists -*Applications, letters, job announcements; eligibility list – active/inactive, test answers*	HR	2	1	3		P	GC 34090
0750-75	General Assessment Centers (Employee Recruitment) - *Notes & memos and results re: assessment centers*	HR	2	5	7		P	GC 34090
0750-90	Test Files -*Sample tests for various city positions* Oral, practical and written tests	HR	US		US		P	
0760	**Education**							
0760-10	Conferences (Employee) – *Registration and backup information*	DEPT	D/R	N/A	D/R		P/E	
0760-30	Educational Programs (Employee) - *Education Compact*	HR	2	1	3		P	GC 34090
0760-40	Educational Reimbursements (Employee) - *Tuition Reimbursement forms and correspondence*	EB	2	1	3		P	GC 34090
0760-60	Regional Training Center Executive Committee	CM	2	3	5		P	GC 34090
0770	**Volunteers**							
0770-05	Volunteers Administration – *Backup and general information regarding the volunteer program*	VOL/HR	1	1	2		P	GC 34090(d)

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0770-20	Volunteer Records -*Includes applications from previous volunteers and "rejected" applicant, waivers for one-time projects, timesheets and correspondence. Also include Municipal court order volunteer records*	VOL/HR	1	1	2		P	GC 34090(d)
0780	**Training**							
0780-05	Training - *Completed and ongoing employee training information*	DEPT	UT	3	3 AT		P/E	GC 34090
0780-10	Training Rosters – *Attendance rosters for mandatory training*	HR	2	P	P	I	P	GC 34090(d)
0780-60	Loss Prevention	RM	2	1	3		P	GC 34090
	PLANNING & COMMUNITY DEVELOPMENT							
0800	**Developments/Subdivisions**							
0800-10	Subdivision (Tract) Files -*Case & Inspection files for Tract Developments (Inspections are performed by field engineering) (Includes Original Recorded Documents)* (Note: CC files contain supplemental/supporting documents)	PLAN/ ENGR/ CC	UC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090
0800-11	County Subdivisions - *Copies of maps, general information and correspondence* (Note: CC files contain supplemental/supporting documents)	ENGR /CC	UC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0800-15	Special Use Lots -*Temporary sales lots (i.e. Christmas trees, pumpkin patches)* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	2	0	2		P	GC 34090
0800-20	Parcel Maps - *A subdivision of 4 or fewer lots files (Includes Original Recorded Documents)* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	UC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090(a)
0800-21	County Parcel Maps -*Copies of maps, general information & correspondence*	ENGR	UC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090(a)
0800-30	Plot Plans -*Administrative project review process files (Includes Original Recorded Documents)*	PLAN/ CC	UC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090(a)
0800-35	Sub-area Facilities Plans – *Utilities & services provided to certain city sectors; copies of maps, general information & correspondence*	ENGR/ PLAN	WC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090
0800-40	Planning Case Files -*Public Hearing cases (PD, CZ, CUP, GE, PUA, GPIP, DA, CP, PZ, SP & BEZ) (Includes Original Recorded Documents)*	PLAN/ CC	UC	P	P	I	P	H&S 19850, GC 34090(a), GC 34090.5
0800-50	Adjustment Plats – *Boundary Adjustments files*	PLAN/ ENGR/ CC	UC	P	P	I	P	H&S 19850, GC 34090(a), GC 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0800-55	Development Outside City Limits – *Information regarding the development of special projects outside the city*	CC	2	P	P	I	P	GC 34090(a), 34090.5
0800-70	Specific Plans – *Large master planned developments involving a variety of uses; case files*	PLAN/ CC	UC	P	P	I	P	H&S 19850, GC 34090.5, GC 34090(a)
0800-80	Certificates of Compliance (Subdivision) - *Determines whether a lot has been created legally (Includes Original Recorded Documents)*	PLAN/ CC	2	P	P	I	P	H&S 19850, GC 34090.5, GC 34090(a)
0800-90	Development Reports & Studies (General) - *Copies of studies, maps, general information & correspondence*	ENGR/ PLAN/ CC	2	P	P	I	P	GC 34090
0810	**Land Use Control**							
0810-15	Determination of Permitted Use – *Determination of zoning uses*	PLAN	2	P	P	I	P	H&S 19850, GC 34090.5, GC 34090(a)
0810-17	Vegetation Removal Permits – *Application for vegetation removal of certain types of vegetation* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	UC	P	P	I	P	GC 34090
0810-20	Zoning Code Amendments Case Files - *Amendments to the zoning code*	PLAN/ CC	2	P	P	I	P	GC 34090(a), 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0810-30	Growth Management Program - *Concurrent implementation of facilities & services w/growth & development* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	2	P	P	I	P	GC 34090
0810-35	Arts & Crafts Permits – *Application to have arts & crafts sales at residential homes*	PLAN	UE	P	P	I	P	GC 34090
0810-40	Administrative Adjustments (Land Use) - *Adjustment of development standards files*	PLAN	UC	P	P	I	P	GC 34090(a), 34090.5
0810-70	Day Care (Large Group Land Use) *-Home/Family daycare over six children files*	PLAN	2	P	P	I	P	GC 34090
0820	**Environmental Review**							
0820-20	Environmental Impact Reports (EIR)/Initial Studies – *Includes EIR's, Environmental Reviews and Negative Declarations* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	UC	P	P	I	P	GC 34090(a), 34090.5
0830	**General Plan**							
0830-07	General Plan Implementation – *Implementation of the city's 20 year master plan* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	WC	P	P	I	P	GC 34090(a), 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0830-20	General Plan Amendment Case Files - *GPA project files*	PLAN/ CC	UC	P	P	I	P	GC 34090(a), 34090.5
0840	**City Planning**							
0840-40	Demographic & Statistical Data - *Population, ethnicity, household date, etc.* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	US	P	P	I	P	GC 34090
0850	**City Organization/Formation**							
0850-20	Annexation Case Files – *Annexation applications expanding the Escondido city limits* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	2	P	P	I	P	GC 34090(a), 34090.5
0850-40	Spheres of Influence -*Ultimate geographical boundary of area to be served by Escondido municipal services* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	US	P	P	I	P	GC 34090(a), 34090.5
0860	**Redevelopment**							
0860-20	Redevelopment Plan - *Area designated where redevelopment moneys can be spent – Includes administration, agreements, and case file information* (Note: CC files contain supplemental/supporting documents)	ED/CC	US	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0865	**Economic Development**							
0865-10	BREP (Business Retention & Expansion Program) -*Business visits, memos & statistics* (Note: CC files contain supplemental/supporting documents)	ED/CC	2	1	3		P	GC 34090
0865-15	Economic Development Business Assistance Programs - *Small business loan program, fee deferral, etc.* (Note: CC files contain supplemental/supporting documents)	ED/CC	2	1	3		P	GC 34090
0865-20	Economic Development Community Organizations – *Agendas, correspondence & statistics*	ED	2	1	3		P	GC 34090
0865-40	Business Prospect & Attraction - *Statistics, correspondence, reports & maps*	ED/CC	2	1	3		P	GC 34090
0865-60	Economic Development Reports, Studies & Surveys – *General Information* (Note: CC files contain supplemental/supporting documents)	ED/CC	2	1	3		P	
0870	**Community Development Block Grant Program**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0870-11	Community Development Block Grant Program - *Project files for various program years.* .05 Administration .10 Application Process .20 Citizen Participation/Project Selection .30 Environmental .40 Financial Reporting .50 Housing .60 Equal Opportunity .70 Project Implementation .80 Regulations/Guidelines .95 Project Close Out (Note: CC files contain supplemental/supporting documents)	ENGR/ CC	UC	5	5AC		P	GC 34090, 24 CFR 570.502, 24 CFR 85.42
0873	**Home Funding Program**							
0873-01	Funding Program HOMES – *Copies of regulatory agreements & correspondence regarding HOME funded projects, also include First Time Home buyers* (Note: CC files contain supplemental/supporting documents)	HSG/CC	2	3	5		P	24 CFR 570.502(b)(3), 24 CFR 85.42
0873-99	Home Funding Program Administration - *Correspondence regarding the tracking of special issues* (Note: CC files contain supplemental/supporting documents)	HSG/CC	2	P	P	I	P	24 CFR 570.502(b)(3), 24 CFR 85.42

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0875	**Housing Program**							
0875-12	Transitional Housing Program – *Individual case files on sites for transitional housing* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UP	4	4AP		P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-13	Small Family/New Construction Program - *Projects funded for small families* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UC	4	4AC		P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-14	Senior Housing Program - *Project files for senior living quarters* (Note: CC files contain supplemental/supporting documents)	HSG/CC	2	3	5		P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-16	First Time Home-buyers Program – *Individual loan files and related program documents – (Includes Recorded Documents: Promissory Notes & Deeds)* (Note: CC files contain supplemental/supporting documents)	HSG/CC	2	P	P	I	P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-20	Housing Rehabilitation – *Individual loan files and related program documents* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UP	4	4AP		P	24 CFR 570.502(a)(16), 24 CFR 85.42

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0875-21	Multi-Family Acquisition & Rehabilitation Loan Files - *Individual loan files and related program documents* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UP	P	P	I		24 CFR 570.502(a)(16), 24 CFR 85.42
0875-29	Mobilehome Conversion Assistance (General) - *Documents related to conversion policy & M.H.P. purchases* (Note: CC files contain supplemental/supporting documents)	HSG/CC	P	P	P	I	P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-30	Rancho Escondido Mobilehome Park - *Individual loan files* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UP	5	5AP		P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-31	The Views Mobilehome Park – *Individual loan files* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UP	5	5AP		P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-32	Mountain Shadows Mobilehome Parks - *Individual loan files* (Note: CC files contain supplemental/supporting documents)	HSG/CC	UP	5	5AP		P	24 CFR 570.502(a)(16), 24 CFR 85.42

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0875-55	Housing Program Policies – *Policies governing the use of funding sources* (Note: CC files contain supplemental/supporting documents)	HSG/CC	2	P	P	I	P	24 CFR 570.502(a)(16), 24 CFR 85.42
0875-70	Housing Program Reports & Studies (General) - *Reports & studies related to housing needs and accomplishments* (Note: CC files contain supplemental/supporting documents)	HSG/CC	2	P	P	I	P	24 CFR 570.502(a)(16), 24 CFR 85.42
0880	**Historical Site Preservation**							
0880-10	Historic Site Case Files – *Applications for Historic incentives programs* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	UC	P	P	I	P	GC 34090
0880-20	Historic Site Inventories – *Inventory of the Historical properties in Escondido* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	WC	P	P	I	P	GC 34090
0885	**Sign Control**							
0885-10	Banner Permits - *Temporary banner & sign permits*	PLAN	UE	3	3AE		P	GC 34090
	PUBLIC FACILITIES & GROUNDS (CONSTRUCTION/ALTERATIONS/ MAINTENANCE/USE)							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0900	**General Administration**							
0900-05	Building Maintenance Work Orders - *Completed work orders for work performed on city facilities*	BLDG MAINT	2	1	3		P	GC 34090
0900-10	City Facilities Custodial Services - *Information regarding city custodial services*	PW	2	1	3		P	GC 34090
0900-12	Site Supervisors Reports – *Completed facilities activity/inspection reports*	CS	2	3	5		P	GC 34090
0900-20	Facility Use/Permits/Insurance Binders – *Correspondence and permits regarding the use of city facilities*	DEPT	2	1	3		P	GC 34090
0900-25	Space Planning Case Files – *Floor Plans and information pertaining to remodeling*	GR	D/R		D/R		P	
0900-30	Graffiti on City Buildings – *Memos, letters and flyers* (Note: CC files contain supplemental/supporting documents)	PW/CC	2	0	2		P	GC 34090
0900-40	Public Works Daily Work Logs - *Worksheets of daily activity in the field*	PW	2	3	5		P	GC 34090
0910	**Municipal Facilities/City Property**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
0910-10	City Property/Facilities – *Construction and Maintenance of city facilities* (Note: CC files contain supplemental/supporting documents)	ENGR/ CM/CC	2	P	P	I	P	GC 34090(a), 34090.5
0910-20	City Property, Other – *Construction and maintenance of City properties* (Note: CC files contain supplemental/supporting documents)	ENGR/ CM/CC	UC	P	P	I	P	GC 34090
0915	**Parks & Open Space**							
0915-07	City Parks & Open Space - *Information regarding the construction and/or maintenance of Parks & Open Space* (Note: CC files contain supplemental/supporting documents)	PW/CC	2	P	P	I	P	GC 34090(a), 34090.5
0915-55	City Lakes (Wohlford/Dixon) – *Information regarding the construction and/or maintenance of these facilities*	PW	2	1	3		P	GC 34090
	BUILDING & ENGINEERING							
1000	**Permits & Inspections**							
1000-05	Permit & Inspections Administration							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1000-10	Building Permits & Inspections - *Application & issued permits. Including inspection record from 1st inspection to final on the project (or expiration if applicable) one form*	BLDG	2	P	P	I	P	Permanent for the life of the structure H&S 19850, GC 34090(a), 34090.5
1000-15	Structural Plans/Project Data – *Approved plans and/or information for private property in the City*	BLDG/ ENGR Field	UC	P	P	I	P	GC 34090(a), 34090.5, H&S 19850,
1000-20	Inspection Logs							
1000-20	Plan Check Files -*Documentation related to the projects except for plans and permits*	BLDG	2	P	P	I	P	GC 34090(a), 34090.5, H&S 19850
1000-70	Grading Permits & Inspections – *Permit issued to the contractor after approval of grading plan*	ENGR Field	2	3	5		P	Engineering Department's decision to retain 5 years GC 34090(a), 34090.5
1000-72	Inspection Logs -*Inspectors daily logs for their jobs*	ENGR Field	UC	5	5AC		P	GC 34090
1000-75	Building Permit Reports – *Monthly, year-to-day and yearly breakdown of individual permits issued. Not microfilmed, but kept in yearly file*	BLDG	2	P	P	I	E	GC 34090
1000-90	Rules & Regulations	BLDG	US	P	P	I	P	GC 34090
1010	**Engineering Projects**							
1010-05	Administration							
1010-05	Engineering Projects Yearly Bid Results -*Bid results & general files*	ENGR Design	D/R	0	D/R		P	

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1010-10	Engineering Plans/Inspections - *Plans & inspections information of grading & public improvements for private property*	ENGR	UC	P	P	I	P	GC 34090(a), H&S 19850 GC 34090.5
1010-20	Survey Projects & Maps – *Circulation element, street alignments, preliminary design, reports and studies, general information & correspondence*	ENGR	UC	P	P	I	P	GC 34090(a), 34090.5
1010-30	Special Projects Engineering – *Copies of maps studies, general information & correspondence*	ENGR	UC	P	P	I	P	GC 34090(a), H&S 19850, 19853, GC 34090.5
1010-35	City Master Plans -*Copies of maps, studies, general information & correspondence*	ENGR	US	P	P	I		GC 34090(a), 34090.5
1010-40	Improvement/Grading/Drainage Plans - *Street lighting, reports, studies, rate sheets & inventories*	ENGR Field	UC	P	P	I	P	GC 34090(a), 34090.5
1010-60	Underground Service Alerts – *Notifications regarding projects requiring underground work*	PW	1	1	2		P/E	GC 34090(d)
1020	**Streets, Sidewalks, Curbs, Gutters & Driveways**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1020-05	Streets, Sidewalks, Curbs, Gutters & Driveways General overlay & rehabilitation projects streets, chip seals, crack fill, etc. project files (Note: CC files contain supplemental/supporting documents)	ENGR Design/ CC	UC	P	P	I	P	GC 34090, 34090.5
1020-15	Handicapped Ramps - *Annual project files*	ENGR Design	UC	P	P	I	P	GC 34090, 34090.5
1020-20	Specific Plans, Streets – *Circulation planned street widening studies* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic Design/ CC	2	P	P	I	P	GC 34090(a), 34090.5
1020-25	Street Widening/Alignments – *Project files for street widening* (Note: CC files contain supplemental/supporting documents)	ENGR Design/ CC	UC	P	P	I	P	GC 34090(a), 34090.5
1020-30	Street Inventories-*Inventory of City streets*	ENGR Traffic	2	P	P	I	P	GC 34090
1020-35	Street Naming - *Case files for the naming of streets* (Note: CC files contain supplemental/supporting documents)	PLAN/ CC	2	P	P	I	P	GC 34090(a), 34090.5
1020-40	Street Lighting -*Project files for street lighting* (Note: CC files contain supplemental/supporting documents)	ENGR Design/ CC	UC	P	P	I	P	GC 34090(a), 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1020-45	Medians/Islands Landscaping – *Roadway medians and median openings project files* (Note: CC files contain supplemental/supporting documents)	ENGR Field/CC	UC	P	P	I	P	GC 34090(a), 34090.5
1020-50	Bike Facilities & Plans -*Bike Facilities, Lanes & Routes general & project files* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic/ CC	2	P	P	I	P	GC 34090(a), 34090.5
1020-65	Federal Aid Urban System (FAU) - *Streets in system, funding options*	ENGR Traffic Design	2	P	P	I	P	
1020-70	Federal Aid Secondary System (FAS) - *Streets in system, funding options*	ENGR Traffic Design	2	P	P	I	P	
1020-71	Transnet & Corridor Programs (SANDAG) - *Transnet funding program: streets and funding options: program planning* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic Design/ CC	5	P	P	I	P	
1020-72	State-Local Transportation Partnership Program (State) - *Guidelines & procedures of Partnership Program*	ENGR Traffic Design	5	5	10		P	
1020-75	Capital Projects -*All projects that are not maintenance or specific*	ENGR Design Field	UC	P	P	I	P	CCP 337.15, GC 34090(a), 34090.5

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1030	**Bridges**							
1030-05	Bridges Inspections -*General inspection reports*	ENGR Design	US	2	2AS		P	GC 34090
1030-10	Bridges Case Files -*Project files for bridges* (Note: CC files contain supplemental/supporting documents)	ENGR Design/ CC	UC	P	P	I	P	GC 34090(a), 34090.5
1040	**Highways**							
1040-05	Highways Administration – *General files & Information*	ENGR Design	D/R		D/R		P	
1050	**Traffic Engineering**							
1050-05	Traffic Engineering Complaints/Requests - *Complaints & requests filed by year*	ENGR Traffic	5	3	8		P	GC 34090
1050-10	Accident Information - *Accident info citywide*	ENGR Traffic	3	2	5		P	GC 34090
1050-15	Traffic Engineering Circulation – *Street circulation studies* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	P	P	I	P	GC 34090
1050-20	Speed Zoning -*Speed zone study* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	US	3AS	3AS		P	GC 34090
1050-25	Vehicular Volume Counts - *Traffic volume counts & information*	ENGR Traffic	5	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1050-30	Traffic Projects (other than streets) *-Projects to improve operations and safety* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	P	P	I	P	GC 34090(a), 34090.5
1050-35	School Safety Programs - *Traffic programs for school safety* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	P	P	I	P	GC 34090
1050-40	Pedestrian Safety, General – *Pedestrian safety program information*	ENGR Traffic	2	3	5		P	GC 34090
1050-45	Traffic Studies/Surveys, General – *General information about traffic studies and surveys* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	5	3	8		P	GC 34090
1050-50	Traffic Schedules -*Traffic Schedules for traffic control devices* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	P	P	I	P	GC 34090
1050-55	Traffic Control Devices Committee – *Information from the California Traffic Control Devices Committee* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1050-65	Signal Projects – *Preliminary and final designs, specs, estimates, bidding info* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	3	P	P	I	P	GC 34090
1050-66	Signal Projects - General Information							
1050-70	CALTRANS (Traffic Related) – *Information relating to Caltrans facilities and projects within the City* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	3	P	P	I	P	GC 34090
1050-75	SDG&E (Traffic Related) – *Information relating to SDG&E facilities that affect City facilities*	ENGR Traffic	2	P	P	I	P	GC 34090
1050-80	Signing - *Traffic signing*	ENGR Traffic	2	P	P	I	P	GC 34090
1050-85	Striping/Markings - *Street striping & pavement marking information*	ENGR Traffic	2	P	P	I	P	GC 34090
1050-90	Reference & Correspondence Traffic Engineering *-Reference material & correspondence relating to traffic issues*	ENGR Traffic	5	3	8		P	GC 34090
1060	**Parking**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1060-05	Parking Administration – *Information on Vehicle Parking District* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	P	P	I	P	GC 34090
1060-10	Curb Zones – *Information on street parking*	ENGR Traffic	2	3	5		P	GC 34090
1060-50	Parking Facilities, City – *Information on city owned parking areas* (Note: CC files contain supplemental/supporting documents)	DEPT/ Traffic ENGR /CC	2	P	P	I	P	GC 34090
1060-75	Parking Reports & Studies – *Studies of parking use and needs* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	5	5	10		P	GC 34090
1070	**Storm Drainage & Flood Control**							
1070-10	Storm Drain Basins Map – *Information regarding areas of land that was assessed a fee for storm drain usage*	ENGR	P	P	P	I	P	GC 34090
1070-20	Storm Drainage & Flood Control Master Plans -*Information regarding study of the city's storm drain system*	ENGR	US	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1070-30	Storm Drainage & Flood Control Reports & Studies -*Various reports and studies regarding storm drain & flood control*	ENGR	US	P	P	I	P	GC 34090
1070-40	F.E.M.A. - *Disaster files by year of incidents within the city (flooding, hazardous waste, water contamination, etc.)* (Note: CC files contain supplemental/supporting documents)	ENGR /CC	2	P	P	I	P	GC 34090 Subject to State and Federal requirements
1070-50	Storm Drainage & Flood Control Capital Projects -*General project files*	ENGR Design	UC	P	P	I	P	CC 337.15, GC 34090(a), 34090.5
1070-60	Federal Flood Insurance Program - *General information regarding the city's participation in the FIP program*	ENGR	2	P	P	I	P	GC 34090
1080	**Transportation**							
1080-10	Transit Center -*Information on the design and development of the Transit Center*	ENGR Traffic	2	5	7		P	GC 34090(a), H&S 19853, GC 34090.5
1080-15	Peak Hour Traffic Management – *Information on peak hour traffic management*	ENGR Traffic	5	P	P	I	P	GC 34090
1080-20	Park & Ride -*Information on park and ride program*	ENGR Traffic	5	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1080-30	Bus System - *Information on North County Transit operations in the City* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	2	P	P	I	P	GC 34090
1080-40	Light Rail System - *Information on light rail planning and operations*	ENGR Traffic	5	P	P	I	P	GC 34090
1080-50	Railroads - *Information on rail operations in the city* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	5	P	P	I	P	GC 34090
1080-65	Transportation Planning, General - *General information on transportation planning* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	3	2	5		P	GC 34090
1080-70	Transportation Reports & Studies – *Transportation reports and studies* (Note: CC files contain supplemental/supporting documents)	ENGR Traffic /CC	5	3	8		P	GC 34090
	RECREATION & EDUCATION							
1100	**General Administration**							
1100-10	Vendor Info (Resources) – *Information on craft projects supplies(i.e. clay fabric, glass, metal)*	CS	D/R	N/A	D/R		P	
1100-15	Site Supervisors Incident Reports – *Reports for various activities at recreation facilities*	CS	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1100-25	Credit Vouchers – *Credit given for various classes to be used within 1 year*	CS	2	1	3		P	GC 34090
1110	**Cultural Recreation**							
1110-20	Monuments & Statues - *Backup information and misc. correspondence* (Note: CC files contain supplemental/supporting documents)	CS/CC	2	P	P	I	P	GC 34090
1110-40	Public Art Program - *General correspondence, slides and drawings used in the selection, installation & promotion of public art pieces installed throughout Escondido, musical concerts, city arts & craft shows*	CS	P	P	P		P	GC 34090
1110-60	Art & Cultural Heritage Support Programs - *Consultants Report, cultural resources, theater projects* (Note: CC files contain supplemental/supporting documents)	CS/CC	2	1	3		P	GC 34090
1120	**Education & Educational Recreation**							
1120-10	Colleges & Universities - *Informational materials*	DEPT	D/R		D/R		P	
1120-30	Escondido School Districts - *General files on Elementary, Middle and High School Districts (Public & Private)*	DEPT	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1120-50	Public & Private Schools - *General information on schools within Escondido*	CS	2	1	3		P	GC 34090
1120-70	Educational Programs - *General information*	DEPT	2	3	5		P	GC 34090
1130	**Physical Education**							
1130-10	Sports Planning (file alphabetically by sport) -*General files on city sports programs*	CS	2	1	3		P	GC 34090
1130-20	Adult Sports Activities - *Registration forms and backup information for adult sports leagues*	CS	2	1	3		P	GC 34090
1130-30	Youth Sports Activities - *Registration forms and backup information for youth sports leagues*	CS	2	1	3		P	GC 34090
1140	**Recreation & Entertainment**							
1140-10	Recreation Classes -*Includes registration for the Tiny Tots program and various other recreation classes*	CS	2	1	3		P	GC 34090
1140-20	Specific Events Programs/Large Gatherings -*General information regarding street faires carnivals festivals, etc.*	CS	2	1	3		P	GC 34090
1140-30	After School Recreation Programs – *Federal and State Grants*	CS	2	3	5		P	GC 34090
	COMMUNICATIONS & STAFF SERVICES							
1200	**Data Processing & Computer Services**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1200-05	Prime Computer usage printout - *Computer usage reports*	IS	D/R		D/R		P	
1200-15	Hardware Work Requests - *Completed request forms for computer or network related services*	IS	D/R	0	D/R		P/E	
1200-40	Computer Hardware - *Computer reference material* (Note: CC files contain supplemental/supporting documents)	IS/CC	D/R		D/R		P	
1210	**Word Processing Services**							
1210-20	Word Processing Services Work Requests -*Completed work request forms*	IS	D/R	0	D/R		P	
1220	**Audio Visual**							
1220-10	Audio Recordings of Council Meetings -*Audio tapes of the city council legislative meetings*	CC	2	0	2		T	GC 34090.7
1220-15	Audio Recordings – *Communication Center Recordings – Daily Recordings of E911 Calls, Admin Calls & Radio Communication. (Exception: Recordings Used as Evidence not included)*	PD	1	1	2		AR	GC 34090.6
1220-20	Video Recordings of City Council Meetings - *Video recordings of the City Council legislative meetings (Videos maintained online for 5 years)*	CM	2	4	6		V	GC 34090.7

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1220-21	Audio Recordings – *Audio Recordings for city boards, commissions, and committees*	DEPT	2	0	2		AR	GC 34090.7
1220-30	Graphics - *Completed graphic request forms*	GR/ PLAN	D/R		D/R		P	
1220-40	Video Recordings – *Video intentionally obtained from a routine monitoring device in the normal course of business. (Includes - Jail observation and building security monitoring – Unless Used as Evidence.)*	PD/IS	1	N/A	1		V	GC 34090.6(c) Automatic Deletion after 1 Year
1230	**Software Systems**							
1230-05	Systems Administration - *Request for the addition or deletion of users on the network*	IS	2	0	2		P/E	GC 34090(d)
1230-20	Software Work Requests - *Requests for system modifications*	IS	2	3	5		P/E	GC 34090
1240	**Printing & Duplicating Services**							
1240-05	Printing & Duplicating Services Requests -*Completed request forms for services*	IS	2	3	4AA		P/E	GC 34090
1240-40	Photocopy Machine Reads -*Copier Reads for billing purposes*	IS	2	3	4AA		P/E	GC 34090
1250	**Mail Control**							
1250-05	Postage Report -*Report of departmental postage charges*	IS	2	3	4AA		P/E	GC 34090
1250-10	Electronic Mail	IS	90 Days		90 Days			Administrative Directive No. 27 Automatic Deletion after 90 Days
1260	**Communications**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1260-20	Telecommunications - *ATEL services requests* (Note: CC files contain supplemental/supporting documents)	IS/CC	2	0	2		P/E	GC 34090(d)
1270	**Geographic Information Systems**							
1270-10	GIS Work Projects – *Requests forms for projects* (Note: CC files contain supplemental/supporting documents)	GIS/CC	2	1	3		P	GC 34090
1280	**Technology Information**							
1280-10	Technology Information Research - *New system research reports*	FIN	2	P	P	I	P	GC 34090
1280-20	Technology Information Projects - *Various information and document tracking and management projects*	DEPT	2	P	P	I	P/E	GC 34090
	UTILITIES							
1300	**Underground Utilities**							
1300-20	Underground Utility Districts - *Backup information regarding the creation of districts* (Note: CC files contain supplemental/supporting documents)	ROW/ CM/CC	2	P	P	I	P	GC 34090(a), 34090.5
1305	**Gas & Electricity Supply**							
1305-05	Gas & Electricity Supply - *Information regarding SDG&E rates*	UTL	2	0	2		P	GC 34090(d)

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1305-10	Usage Information - *SDG&E water & sewer bills & account history and electric service billing summary for one meter*	UTL	2	0	2		P	GC 34090(d)
1310	**Solid Waste Management**							
1310-10	Refuse Collection -*EDI general information and landfill information*	UTL	2	1	3		P	GC 34090
1310-40	Recycling Programs - *Beverage container recycling information, Christmas tree recycling program records, and information, curbside recycling information, county technical assistance program information, spring clean-up week records & information, toilet recycling program information & records* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	GC 34090
1310-50	Solid Waste Management Master Plan	UTL	WC	P	P	I	P	GC 34090
1320	**Water Management**							
1320-02	Water Management Administration – *Information regarding water management*	UTL	2	3	5		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-05	Water Treatment Plant - *Capacity reports, chlorination facility information, water demand reports, demand recording consumption detail reports, Dixon F.P. electric billing* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	GC 34090
1320-10	Reservoirs/Dams - *Capacity survey of Lake Wohlford; A-11 reservoir records, documents and engineering plans; data about diversion dam and Lake Wohlford and Henshaw dams; emergency procedures and action plans; state inspection records; correspondence; statistics; event records; easement information & records; evaporation & rainfall records; peizometer readings; photos, recreation restriction records; seasonal storage information* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5	I	P	GC 34090
1320-15	Monthly Summary of Water Quality - *Report on the water quality of the city-wide system*	WTP	2	P	P	I	E	40 CFR 142.14

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-20	Pump Stations - *Records, documents, and studies pertaining to Hogback pump zone and Raw Water station* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090
1320-21	Daily Plant Flow Accounting Form - *Accounting of water coming in and going out of the plant and tracks calibrations & chemical usage, etc.*	WTP	2	P	P	I	E/P	GC 34090, 40 CFR 141.33
1320-22	Daily Operations Log -*Daily plant worksheet*	WTP	2	0	2		E/P	GC 34090(d)
1320-23	C-T Calculations -*Report regarding chlorine by-products*	WTP	2	P	P	I	E	40 CFR 141.33
1320-24	Daily Turbidity Report -*Report regarding water quality*	WTP	2	P	P	I	P	40 CFR 141.91
1320-26	Filter Backwash Log -*Log tracking the use of filters*	WTP	2	P	P	I	P	40 CFR 141.91
1320-27	Daily Plant Checklist -*Physical inspections of all functions of the plant*	WTP	2	P	P	I	P	GC 34090
1320-28	Weekly Plant Checklist - *Physical inspections of all functions of the plant*	WTP	2	P	P	I	P	GC 34090
1320-30	Water Meter Sets, Permanent	WTP	2	P	P	I	E/P	
1320-32	Meter Reads -*On/off Reads & Rereads*	UTL Billing	2	2	4		P	GC 34090
1320-34	Shutoff Lists - *List of water shutoffs for none payment*	UTL Billing	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-36	Water Service Information -*On/off Cards & Change of address Cards*	UTL Billing	2	2	4		P	GC 34090
1320-40	Water Usage - *Agricultural Water information, issues and records; Safe Drinking Water Act & DHS System Survey Records; reports to SDCWA and MWD regarding agricultural water use and water conservation; city parks water accounts and irrigation audits; city water accounts; list of large agricultural water users; information about North County Fair; tier pricing information; residential agricultural water use; VID flume customer list & record of closings; list of customers owning booster pumps; and filtration plant production.* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	3	5		P	GC 34090
1320-41	Agricultural Water Use Certificates - *Records of special circumstances, correspondence, certification records & reference materials*	UTL	2	5	7		P	GC 34090
1320-42	Meter Applications - *Meter exchanges & SDCWACC (San Diego County Water Authority Capacity Charge)*	UTL Billing	2	3	4AA		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-43	Construction Affidavits -*Affidavits for refund of sewer and trash charges*	UTL Billing	2	3	4AA		P	GC 34090
1320-44	Meter Sets -*Application for a permanent meter to be set (installed)*	UTL Billing	2	P	P	I	P	GC 34090
1320-45	Escondido Mutual Water Company - *Shareholders semi-annual payment records, FERC information, inventory of assets, records & documents pertaining to purchase by city, correspondence, records of impounded funds and proxies, and tax returns*	UTL	2	P	P	I	P	GC 34090
1320-50	Water Connection Rights - *Contracts and agricultural water task force records, connection credit records, water connection rights history, denied land registration records, and historic agricultural registration records*	UTL/FIN	UE	4AE	4AE		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-55	Water Supply - *Records & documents pertaining to Adobe Creek Wells, Brewer Aqueduct Crossing, Dixon Lake raw water supply, development adjacent to Escondido canal, desalination, Green Mutual Well Field, La Jolla Reservation water slide, local water supply, drilling project at Palomar Mountain, SDCWA/Escondido connections, and wells; Escondido Canal records, statements, and budgets; San Luis Rey diversion statements; and records concerning Vista Irrigation District* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090
1320-65	Water Rates - I*nformation, documents, and records pertaining to water & sewer rates; and records & documents pertaining to the water conservation offset fee* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-70	Water Management Capital Projects - *Records & information concerning chlorination facilities, Dixon Dam & filtration plant modifications, Escondido Canal repairs, Escondido Watershed survey, 54" raw water pipeline, and waterline replacements; Hogback Reservoir design correspondence, reports & specifications; and Park Hill Reservoir pressure zone records and residents' mailing list.* (Note: CC files contain supplemental/supporting documents)	ENGR/ CC	UC	P	P	I	P	CC 337.15
1320-75	Water Management Permits - *Jack Creek water diversion permit, San Luis Rey River permit, and records pertaining to Wohlford Dam parapet wall construction*	UTL/ ENGR	UE	P	P	I	P	40 CFR122.41
1320-85	Master Plans Water Management - *Backup information regarding the implementation and updates of the water master plan* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1320-90	Water Management Reports & Studies - *Monthly Activity Reports; Best Management Practices Annual Reports; Escondido Canal Study; Evaluation of Solids Handling; Klebsiella information; La Honda Drive Water System Analysis; Lake Wohlford Dam Seismic Stability Evaluation; Lake Wohlford contour level & intake gauge height reports; monthly water production reports to SDCWA; annual drinking water report; raw water sampling & coliform monitoring plan; urban water production information; TDS & chloride content reports; Urban Water Management plan and BMP reports; utilities forecast survey; water quality annual report; and water utility statistics report.* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090
1320-96	Water Management Violations – *Original violations and back-up information (Drinking Water)*	UTL	2	P	P	I	P	40 CFR 141.33
1330	**Wastewater Management**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1330-05	Sewage Treatment Plant - *Influent flow records; Cease & Desist order; self-monitoring reports; records of discharges into Escondido Creek; information about energy recovery system; FEMA 100-year flood requirements; records concerning grit chamber repair; Hale Avenue Master Plan, Plant Evaluation, Re-rate, and current expansion records; HARRF billings to City of San Diego; laboratory, inspection, violation, and general operation information; pooled emission estimation program records; plant maintenance information; radioactive material license; SDG&E easement information; septic fee records; lift station #4 records and information; spill records; transformer & substation records & information; historical cost records; and wetlands mitigation records* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090
1330-10	Sewer Maintenance -*Manhole rehabilitation and sewage spill records.*	PW	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1330-20	Pump Stations & Wells - *Odor problem records & information; lift & pump station records & information; and private sewage pumps correspondence & records.*	HARRF	2	P	P	I	P	GC 34090
1330-34	Wastewater Violations – Original violations and back-up information	UTL	2	P	P	I	P	GC 34090
1330-35	Industrial Waste - *Pretreatment violation records, enforcement response guide, permit applications, reports, audits, program evaluation and records*	HARRF	2	P	P	I	P	40 CFR 60.153
1330-40	Sludge & Solids -*Bio-solid hauling information, brochures, North County Sludge Study, records & information concerning North County Solids Disposal Agency & North County Sewage Solids, and sludge composting*	HARRF	2	P	P	I	P	40 CFR 61.54
1330-45	Wastewater Management Out-fall - *Information regarding development adjacent to the land out-fall, kelp beds, and ocean monitoring; land outfall specifications & drawings; records concerning manhole spills and ocean outfall replacement; San Elijo Joint Powers Authority budgets & records; and San Elijo Ocean Outfall Maintenance & Repair records*	UTL	2	P	P	I	P	40 CFR 60.153

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1330-50	Sewer Connection Rights - *Contracts and groundwater remediation connection fee records and sewer future connection records* (Note: CC files contain supplemental/supporting documents)	UTL/FIN /CC	UE	4AE	4AE		P	GC 34090
1330-70	Wastewater Management Capital Projects - *Information regarding changes or additions to the plant*	UTL	UC	P	P	I	P	CCP 337.15
1330-75	Wastewater Management Permits - *NPDES permits* (Note: CC files contain supplemental/supporting documents)	HARRF /CC	2	P	P	I	P	40 CFR 122.41
1330-85	Master Plans -*Wastewater master plan and project alternatives information* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1330-90	Waste Water Management Reports & Studies - *Activity reports, wastewater flow monitoring report, aeration basin project information, re-rate study & flow meter evaluation, sewage overflow reports, discharger monitoring reports, information about sludge composting sites, evaluation of solids handling, HARRF capacity report, HARRF screen wall geotechnical study, infiltration & inflow study, waste discharge requirements, sewer overflow prevention & response plan, Southern California Coastal Water Research Project reports, storm water reports for HARRF & PW yard, and bio-solids monitoring report* (Note: CC files contain supplemental/supporting documents)	UTL/CC	2	P	P	I	P	GC 34090
1330-91	NPDES HARRF -*Discharge to the Pacific Ocean* .01 - Annual Reports .02 - Monthly Reports .03 - Quarterly Reports .04 - Semi-Annual Reports	HARRF	2	P	P	I	P	40 CFR 122.41
1330-92	DMR Reports .01 - Quarterly Reports .02 - Monthly Reports	HARRF	2	P	P	I	P	40 CFR 122.41
1330-93	Wastewater Lab Log Books .01 - Sample Record and Log In .02 - Operations Log In	HARRF	2	P	P	I	P	40 CFR 122.41

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1330-94	Wastewater Lab Work Books .01 - Secondary Effluent .02 - Sewage Analysis .03 - Biochemical Oxygen Demand (BOD) .04 - Chloride .05 - Sludge Analysis .06 - Settable Solids .07 - Ammonia, Grease and Oil .08 - Anions and Cations .09 - HACH	HARRF	2	8	10	I	P	40 CFR 122.41
1330-94	Wastewater Lab Work Books (con't) .10 - pH, Conductivity, Turbidity, Alkalinity .11 - Suspended Solids and Volatile Solids .12 - Total Dissolved Solids	HARRF	2	8	10	I	P	40 CFR 122.41
1330-95	Subcontract Lab Results .01 - Chemical Analysis .02 - Toxicity Testing	HARRF	2	8	10	I	P	40 CFR 122.41
1330-96	QA-QC .01 - Daily .02 - Monthly .03 - Semi-Annually (Thermometers) .04 - QA-QC Corrective Actions	HARRF	2	8	10	I	P	40 CFR 122.41
1330-97	Chain of Custody .01 - HAARF - Wastewater .02 - Miscellaneous	HARRF	2	8	10	I	P	40 CFR 122.41
1340	**Reclaimed Water Management**							

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1340-02	Reclaimed Water Management Administration - *Brine management information; Bureau of Reclamation provisions for grants & agreements; Water Reuse initiative information; records of inquiries about water softeners; press releases & advertising; information and records concerning regional water reclamation projects; records of Council workshops & briefings regarding reclamation; correspondence, brochures, newsletters, status reports and general information regarding reclamation; Water use information*	UTL	2	P	P	I	P	40 CFR 122.41
1340-40	Reclaimed Water Usage - *Information about reclaimed water usage*	UTL	2	1	3		P	GC 34090
1340-41	Reclaimed Water Customers - *Records of negotiations with City of San Diego, Escondido Municipal Golf Course, Olivenhain Municipal Water District, and Rincon Municipal Water District; marketing information; and retrofitting information*	UTL	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1340-70	Reclaimed Water Management Capital Projects - *Aquaculture plant information; avocado pilot project records, reports, and information; construction management information; HARRF design, reclamation, expansion & value engineering records and information; financing general information; SDCWA financial assistance program information; information concerning state revolving funds and US Bureau of Reclamation grant funds; water re-purification project negotiation records & financing plan*	UTL/CC	2	P	P	I	P	CCP 337.15
1340-75	Reclaimed Water Management Permits - *Permit information*	UTL	2	P	P	I	P	40 CFR 122.41
1340-85	Reclaimed Water Management Master Plans - *San Pasqual Valley Water Reclamation Master Plan*	UTL	2	P	P	I	P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1340-90	Reclaimed Water Management Reports & Studies -*Aeration system improvements design report; basin plan amendment; brine discharge feasibility study correspondence and reports; distribution system detailed facilities report & user on-site retrofit design report; EIR & draft for HARRF; Eagle Crest supply line report; intermittent stream discharge feasibility study; pressure surge analysis; reclamation basin study, plan, and amendment; reclamation facilities project report; report of waste discharge; USDI report; and analysis of ultraviolet disinfection*	UTL	2	P	P	I	P	GC 34090
1350	**Storm Water Management**							
1350-10	NPDES HARRF -*Intermittent wet weather discharge* .01 - Baseline Monitoring Quarterly Reports .02 - Annual Reports	HARRF /CC	2	P	P	I	P	40 CFR 122.41
1350-20	Storm Water Discharge Associated with Industrial Activity .01 - Hale Ave. Resource Recovery .02 - Public Work Discharge	HARRF	2	P	P	I	P	40 CFR 122.41
1350-30	Chain of Custody .01 - Storm Water .02 - Storm Water Run-Off	HARRF	2	8	10		P	40 CFR 122.41
1350-40	Storm Water Subcontractor Lab Results	HARRF	2	8	10		P	40 CFR 122.41

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1360	**Drinking Water Management**							
1360-05	Water Quality Reports - *Finished, Source and Distribution System Water* .01 - Monthly Monitoring report .02 - Quarterly .1 - THMs .2 - HAAs .3 - General Minerals & Inorganics .03 – Other .1 - Organics .2 - Radiation (Note: CC files contain supplemental/supporting documents)	HARRF /CC	2	P	P	I	P	40 CFR 122.41
1360-10	Copper & Lead Rule .01 - Reports .02 - Miscellaneous	HARRF	2	P	P	I	P	40 CFR 122.41
1360-15	Information Collection Rule .01 - Plant Monitoring .1 - Reports .2 - In house analysis results/outside contract .3 - Sampling/Shipping .02 - Bench Scale Treatment Studies	HARRF	2	P	P	I	P	40 CFR 141.91
1360-20	Chain of Custody (Drinking Water)	HARRF	2	10	12		P	40 CFR 141.91
1360-25	Drinking Water Log Books	HARRF	2	10	12		P	40 CFR 141.91
1360-30	HPC Analysis	HARRF	2	10	12		P	40 CFR 141.91
1360-35	Supplementary Bacti Tests	HARRF	2	10	12		P	40 CFR 141.91
1360-40	Water Quality Complaints	HARRF	2	10	12		P	40 CFR 141.91

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1360-45	Internal Testing .01 - Nitrification Monitoring .02 - Watershed Microbiological monitoring .03 - TOC .04 - Algae Counting/DO measure in lakes	HARRF	2	10	12		P	40 CFR 141.91
1360-50	QA/QC	HARRF	2	3	5		P	EPA Regulations
1360-55	Drinking Water Subcontractor Lab Results .01 - Montgomery Watson Laboratories .02 - Bio-Vir Laboratories .03 – Others	HARRF	2	10	12		P	40 CFR 141.91
1370	**Lakes**							
1370-05	Patrol Logs/Rosters/Work Schedules	UTL	2	1	3		P/E	GC 34090
1307-06	Night Patrol Logs - *Includes Incident Reports*	UTL	2	1	3		P	GC 34090
1370-10	Dixon Lake Special Programs	UTL	2	1	3		P	GC 34090
1370-20	Radio Assignments – *Includes sign-in sheets.*	UTL	1	1	2		P/E	GC 34090(d)
1370-30	Boating/Camping/Fishing Entry Logs – *Also includes ticket orders, permits, and licenses.*	UTL	1	1	2		P	GC 34090(d)
1370-40	ADA Compliance – *Background information for ADA cabins (including contract & repairs) and, pier specs and repairs.*	UTL	2	P	P		P	GC 34090
1370-50	Catfish/Trout Stocking Schedules	UTL	2	1	3		P	GC 34090

			Retention/Disposition					
File #	**Record Description**	**OPR**	**Office**	**Inactive**	**Total**	**M/I**	**Media**	**Citation**
1370-60	FEMA Records/Reports - *Includes Personnel Logs, and Incident Reports, etc.*	UTL	2	P	P		P	GC 34090
1370-70	Concession Operations – *Includes general information for maintenance and operations (i.e., inventory reports, copies of work orders, inspections, and repairs, cleaning, and complaints).*	UTL	2	1	3		P	GC 34090
1370-80	Boat Repairs – *Includes work orders for service, and equipment maintenance and repairs.*	UTL	2/US	1	3		P	GC 34090
1370-90	Reports and Studies – *Departmental reports and studies submitted to Sacramento (Including Quaaga Muscle Reports & Davis-Grunsky Act Reports & Aquaculture Permits and Applications)*	UTL	2	P	P	I	P/E	GC 34090

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CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 18
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: First Amendment to Consulting Agreement for the Design of a Membrane Filtration/ Reverse Osmosis Facility for Treatment of Recycled Water for Agricultural Irrigation

RECOMMENDATION:

The Utilities Department requests that the City Council adopt Resolution No. 2016-47 authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Black and Veatch Corporation in the amount of $426,645. The Amendment is for additional engineering services to prepare construction drawings and specifications for a membrane filtration and reverse osmosis facility with a capacity of 2 million gallons per day (MGD).

FISCAL ANALYSIS:

The value of the proposed amendment is $426,645. Funds are presently available in CIP 801508 - MFRO Facility for Agriculture.

PREVIOUS ACTION:

On September 24, 2014, the City Council adopted Resolution No. 2014-152 awarding a Consulting Agreement with Black and Veatch Corporation in the amount of $1,200,000 for the design of the Membrane Filtration / Reverse Osmosis Facility for Treatment of Recycled Water for Agricultural Irrigation.

BACKGROUND:

The proposed facility will be located between El Norte Parkway and Washington Avenue, and is part of the proposed expansion of Escondido's recycled water (RW) distribution system to serve eastern and northern agricultural land. This treatment plant will, in 10 to 15 years, be incorporated into an advanced water treatment (AWT) plant at the same site for treatment of RW for potable reuse.

The original design contract assumed that the site would have only one building and that equipment not located in the building would be protected with canopies and noise barriers. During the design process, staff determined that equipment originally proposed to be outside should be housed inside a second building to reduce and noise impacts on adjacent residential neighbors and to improve the aesthetics of the site.

The original contract included the design of above ground influent, inter-process, and product water storage tanks. During the design process, staff determined that the storage tanks should be located below ground to reduce the aesthetic impacts on adjacent residential neighbors. The proposed tanks will be approximately 30 feet deep. This design change triggered the need for an underground vault and pump station.

Geotechnical work done in the early stages of the design discovered soil at the site that has the potential to liquefy under certain conditions, which could result in ground settling. Additional geotechnical field and lab work was required to determine the potential for risk and identify mitigation measures. Different alternatives were evaluated, and staff determined that the most cost effective option was to over-excavate and re-compact material on a majority of the site, and install geogrids under the structural foundations.

The original design contract assumed that the project would be subject to existing storm water requirements in place at the start of the project. The project must now comply with new storm water regulations and guidelines. This requires development of a Stormwater Management Plan and associated technical reports.

During the design phase, staff determined that the project should include a back-up engine generator to provide power in case SDG&E service is lost. One purpose of this facility is to direct increased wastewater flows away from the City's outfall during storms. Therefore, continued operation of the pump station to send flows to the recycled water storage tank and emergency storage ponds is critical.

The pre-procurement process for the MF/RO equipment was more costly and time-consuming than originally anticipated; subsequently, the City requested additional services from Black and Veatch's treatment process experts that was not included in the original design agreement. In addition, the design documents need to be updated to incorporate the system requirement of the two selected suppliers.

The MF/RO facility requires a City Conditional Use Permit (CUP). During the CUP review process, changes to the block wall height and the landscape plan were required, as well as the addition of a screening wall. These changes will include additional civil, site, landscape, architectural, and structural work. This project will be brought before the Planning Commission in April 2016.

Respectfully submitted,

Christopher W. McKinney
Director of Utilities

Agenda Item No.: 18
Date: March 23, 2016

RESOLUTION NO. 2016-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO CONSULTING AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR ADDITIONAL DESIGN SERVICES FOR A MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY FOR TREATMENT OF RECYCLED WATER

WHEREAS, the City of Escondido desires to have the construction drawings and specifications prepared for a membrane filtration/reverse osmosis facility and pump station for recycled water (the "Project"); and

WHEREAS, the City entered into an agreement with Black and Veatch Corporation on September 24, 2014, for said Project; and

WHEREAS, the Project has required significant design revisions to reduce potential aesthetic and noise impacts to the surrounding residential neighborhood; and

WHEREAS, the Project design needs to be modified to incorporate new storm water guidelines and regulations; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed $426,645.

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

1. That the above recitations are true.

2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.

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

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CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 2016.

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

And: Black & Veatch Corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069
Attn: Kevin Davis
760-621-8419
("CONSULTANT")

Witness that whereas:

A. CITY and CONSULTANT entered into an agreement on October 15, 2014 ("Agreement"), wherein CITY retained CONSULTANT to provide services to design an MF/RO Facility for Treatment of Recycled Water for Agricultural Irrigation and Future Potable Reuse; and

B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.

Resolution No. 2016-47
EXHIBIT 1
Page 2 of 4

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

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

CITY OF ESCONDIDO

Date: _____

_____
Sam Abed
Mayor

Date: _____

_____
Diane Halverson, City Clerk

Date: _____

Kevin N. Davis, P.E., BCEE

_____
(Consultant signature)
Associate Vice President

(The above signature should be notarized)

APPROVED AS TO FORM:

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

By: _____

BACKGROUND

Black & Veatch is currently providing design services for the proposed City of Escondido 2.0 Million Gallon per Day (MGD) Membrane Filtration and Reverse Osmosis Facility for Agriculture (MFRO). During the design process changes have occurred that have required additional services to be performed outside of the original scope of work. This document defines the amendment items along with the associated fees.

AMENDMENT ITEMS

NO. 1 – DESIGN OF ADDITIONAL BUILDING

The original scope of work included the design of one building to house the membrane equipment and associated components. As part of the design process and based on the location of the MFRO facility, the City has asked that the chemical and pumping facilities be housed in a separate building to reduce impacts (aesthetics and noise) to the surrounding neighbors. This additional work item includes the design of the second building including civil, sitework, building mechanical, process mechanical, structural, architecture, geotechnical, electrical and instrumentation and controls (I&C). The fee associated with this work effort is $56,670.

NO. 2 – DESIGN OF ENGINE GENERATOR

The City has requested the addition of a back-up engine generator to power the product water pump station in case of power loss from the SDG&E service. As one of the purposes of this facility is to off load increased flows from the City's existing outfall during storms, continued operation of this pump station to send flows to the agriculture ponds is vital. Design work includes civil, mechanical, structural, electrical and I&C. The fee associated with this work effort is $28,940.

NO. 3 – DESIGN OF UNDERGROUND STORAGE TANK

The original scope of work included the design of above ground storage tanks (pre-stressed or fiberglass tanks). As part of the design process and based on the location of the MFRO facility, the City asked that the tanks be design for below grade applications (cast-in place) to reduce impacts (aesthetics) to the surrounding neighbors. These tanks include the influent/product water storage tanks and the inter-process tank. This additional work item includes civil, sitework, structural, architecture, geotechnical and cost estimating. The fee associated with this work effort is $43,900.

NO. 4 – SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS

Based on the result of the initial geotechnical work and due to historical ground water levels, a level of concerning soil was identified to have the potential to liquify during certain conditions, which could result in ground settlement. Due to the critical nature of the facility and water retaining structures, additional geotechnical field and lab work are required to determine the potential for this risk and to identify mitigation measures. Work to be performed includes onsite Cone Penetration Testing and associated review of the results and development of recommendations. The fee associated with this work effort is $30,320.

NO. 5 – ADDITIONAL MEMBRANE SUPPLIER COORDINATION

As part of this project the membrane and reverse osmosis equipment was to be procured during the early phase of the design so that the selected supplier's equipment could be coordinated with our final design elements. Unfortunately this process was delayed and the timing of the procurement did not coincide with the design. A decision was made with the City to keep the design moving forward due to the original schedule commitments. This design change incorporated the possibility of multiple suppliers' equipment and had impacts on the mechanical process, electrical and I&C. The fee associated with this work effort is $19,050.

NO. 6 – DEVELOP SITE SPECIFIC STORMWATER MANAGEMENT PLAN PER CITY'S NEW STORM WATER REQUIREMENTS

As per the City's new storm water requirements the project will require the development of a Stormwater Management Plan and associated technical reports. The new guidelines are based upon the Model BMP Design Manual San Diego Region, dated June 2015. This work will include the development of the hydromodification management plan, hydrologic/hydraulic drainage report, and the stormwater quality management plan. In addition on site soil infiltration testing will be performed. The main components of the work will be performed by Terramar as a subconsultant to Black & Veatch. The fee associated with this work effort is $54,170.

NO. 7 – DESIGN OF UNDERDRAIN VAULT AND PUMP STATION

With the addition of the underground tanks described under item 3 above, a new underdrain vault and pump station are required. Work under this item includes civil, sitework, structural, electrical and I&C. The fee associated with this work effort is $14,850.

NO. 8 – MEMBRANE EQUIPMENT PROCUREMENT AGREEMENT AND NEGOTIATIONS

Per meetings with the City and City Attorney's office, Black & Veatch was requested to prepare the membrane equipment agreement for use between the City and the selected membrane suppliers. This effort will also include negotiations with the selected suppliers and preparation of the final agreement documents. The fee associated with this work effort is $26,180.

NO. 9 – INCORPORATE STATE REVOLVING FUND REQUIREMENTS INTO BID DOCUMENTS

The City has elected to obtain State Revolving Funds for this project. SRF approval requires specific provisions related to SRF requirements (i.e. buy American Steel and Iron) to be incorporated into the contract documents. The fee associated with this work effort is $9,030.

NO. 10 – BID PHASE SERVICES REPLENISHMENT

The City directed B&V to utilize the original bid phase service funds to conduct initial water demand modeling for the agricultural users so that the MFRO Facility components could be sized appropriately. This item replenishes those original funds related to bid phase services. The fee associated with this work effort is $38,200.

NO. 11 – INCORPORATE INSTALLATION OF FIBER OPTIC FROM THE MFRO FACILITY AND THE EXISTING HOG BACK TANK AND HARRF

The City has requested that the final design documents for the MFRO require the general contractor to install the fiber optic communication line between Hog Back Tank and MFRO as well as HARRF and MFRO. Work under this item includes electrical and I&C. The fee associated with this work effort is $7,000.

NO. 12 – POST PROPOSAL MEMBRANE SYSTEM MODIFICATIONS TO THE FINAL DESIGN DOCUMENTS

Upon receipt of the membrane supplier's proposals and selection of the two suppliers, revisions to the final design documents were required to incorporate their proposed systems. Changes included revisions to the chemical storage system, monitoring devices and piping changes. Work under this item included mechanical process, structural, chemical, electrical and I&C. The fee associated with this work effort is $24,280.

NO. 13 – PROCUREMENT EQUIPMENT SUBMITTAL REVIEW

Work under this item includes review of the membrane equipment suppliers detailed submittals which includes process mechanical, chemical, electrical and I&C. The fee associated with this work effort is $28,110

NO. 14 - INCORPORATE ADDITONAL GEOTECHNICAL RECOMMENDATIONS

Based on the results of the additional geotechnical investigation (see item 4 above) revisions to the final contract documents where required. These revisions include adding provisions to over-excavate and re-compact material as well as the installation of geogrids under the structural foundations. Work included civil, sitework, geotechnical and structural. The fee associated with this work effort is $10,040.

NO. 15 –INCORPORATE CITY'S PLANNING DEPARTMENT REVIEW COMMENTS

Based on comments received from the City's Planning Department's review of the final documents, changes to the block wall height, landscape plan and the addition of a screening wall are required. Work will include civil, sitework, landscape, architecture and structural. The fee associated with this work effort is $15,905.

NO. 16 – ADDITIONAL SERVICES

This work item includes the authorization for additional services up to $20,000. No work shall be performed against this additional service without written authorization from the City.

City of Escondido
MFRO Facility for Agriculture
Amendment No. 1

Items	Description	B&V Total Fee	West Coast Geotechnical	MAK Design Landscape	Terramar Stormwater	Subconsultant Markup (5%)	*Total*
1	Design of Additional Building	$56,670					*$56,670*
2	Design of Engine Generator	$28,940					*$28,940*
3	Design of Underground Storage Tank	$43,900					*$43,900*
4	Supplemental Geotechnical Investigations	$8,220	$21,040			$1,060	*$30,320*
5	Additional Membrane Supplier Coordination	$19,050					*$19,050*
6	Develop Site Specific Stormwater Management Plan	$6,890	$5,600		$39,420	$2,260	*$54,170*
7	Design of Underdrain Vault and Pump Station	$14,850					*$14,850*
8	Membrane Equipment Procurement Agreement and Negotiations	$26,180					*$26,180*
9	Incorporate SRF Requirements into Bid Documents	$9,030					*$9,030*
10	Bid Phase Service Replenishment	$38,200					*$38,200*
11	Incorporate Installation of Fiber Optic	$7,000					*$7,000*
12	Post Proposal Membrane System Modifications	$24,280					*$24,280*
13	Procurement Equipment Submittal Review	$28,110					*$28,110*
14	Incorporate Additional Geotechnical Recommendations	$10,040					*$10,040*
15	Incorporate City's Planning Department Review Comments	$12,450		$3,285		$170	*$15,905*
16	Additional Services	$20,000					*$20,000*
	TOTAL	**$353,810**	**$26,640**	**$3,285**	**$39,420**	**$3,490**	***$426,645***

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Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 19
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with El Caballo Park Conservancy on Land Adjacent to East Valley Parkway (Portions of APNs: 225-141-27, -34 & -40)

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-44, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with El Caballo Park Conservancy for land located adjacent to East Valley Parkway (Portions of APNs: 225-141-27, -34 & -40).

FISCAL ANALYSIS:

No rental revenue will be received by this lease. The purpose of the lease is to facilitate the ability of the Caballo Park Conservancy to raise funds for the study, design and implementation of a future public park, as described in the El Caballo Park Master Plan document.

PREVIOUS ACTION:

On October 3, 2012, the City Council approved allocating $50,000 from the Park Development Fund for the preparation of the El Caballo Park Master Plan.

On June 18, 2014, the City Council approved allocating $40,000 to provide funds toward the environmental review for the proposed El Caballo Park in the Five – Year Capital Improvement Program and Fiscal Year 2014/2015 CIP Budget.

BACKGROUND:

In accordance with the City Council's direction on October 3, 2012, following a Request for Qualifications process, staff retained the professional services of Wynn-Smith Landscape Architecture, Inc. to prepare a Master Plan for the future El Caballo Park ("Plan"). The Plan identifies phases of implementation and an overall cost of $10,190,829 to complete. A non-profit organization, the El Caballo Park Conservancy, was formed by interested citizens to raise funding from various sources toward costs of environmental studies, final design and phased implementation of the Plan.

In order to enhance the group's success in its fund raising and grant application efforts, the group desires to lease the master planned area, exclusive of the area already under lease to the Charros de

El Caballo Park. The Lessee has requested a term of ten years, with two options for an additional five years each in order to provide investors and granting entities with adequate security. Although ten years is longer than our typical lease term, it is anticipated that Lessee will be infusing large amounts of capital into the implementation of the Master Plan and that the requested term is, therefore, reasonable.

The proposed lease requires that the area be available to the public at all times and that current tenant and public uses of the surrounding areas will not be obstructed or otherwise disturbed. Any improvements installed on the property must be in harmony with the Master Plan, must be preapproved by the City, and will require Lessee to obtain any/all permits and approvals as may be necessary in accordance with local, state and federal law.

Respectfully submitted,

Debra Lundy
Real Property Manager

Agenda Item No.:19
Date: March 23, 2016

RESOLUTION NO. 2016-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT WITH EL CABALLO PARK CONSERVANCY FOR REAL PROPERTY LOCATED ON LAND ADJACENT TO EAST VALLEY PARKWAY

(Portions of APNs: 225-141-27, -34, & -40)

WHEREAS, certain real property located along East Valley Parkway, with Assessor's Parcel Numbers 225-141-27, -34 & -40, is owned by the City of Escondido; and

WHEREAS, portions of the three parcels have been master planned for a future public equestrian park called El Caballo Park; and

WHEREAS, a group of interested citizens has formed a non profit public benefit 501(c)(3) organization, El Caballo Park Conservancy, for the purposes of raising funding to study, design and implement the El Caballo Park Master Plan; and

WHEREAS, in order to help facilitate fund raising efforts, the El Caballo Park Conservancy desires to lease the master planned area, with the exception of land already leased to the Charros de el Caballo Park; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement ("Agreement") with El Caballo Park

Conservancy for the master planned area for fund raising, studying and implementing the Master Plan.

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

1. That the above recitations are true.

2. The Real Property Manager and City Clerk are authorized to execute an Agreement, on behalf of the City, in substantially the form attached to this resolution as Exhibit "A" and incorporated by this reference, and subject to final approval as to form by the City Attorney.

PROPOSED EL CABALLO PARK LEASE AGREEMENT

Lessee: El Caballo Park Conservancy

Term: Ten years

Premises: 3400 East Valley Parkway, Escondido, CA 92027

Date: April 1, 2016

Lease Agreement between the City of Escondido and El Caballo Park Conservancy for use of property located at 3400 East Valley Parkway, Escondido, CA 92027 for specific purposes as set forth below.

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CITY OF ESCONDIDO
LEASE AGREEMENT

This lease agreement is made as of _____, 2016 between the **City** and **El Caballo Park Conservancy, a California non-profit organization.**

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.

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

Lease. Lease means this lease agreement.

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

Lessee. Lessee means El Caballo Park Conservancy and does not include its heirs, assigns, or successors-in-interest.

Master Plan. Master Plan means the El Caballo Park Master Plan as adopted by the City.

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

Premises. Premises means the real property generally described as the Master Planned future El Caballo Park, consisting of portions of assessor parcel numbers: 225-141-27, -34 & -40 and expressly excludes the areas under lease agreements with the Charros de El Caballo Park (Escondido Lease ID A-3110), Hidden Valley Obedience Club (Escondido Lease ID AA-2669) and the Mayflower Dog Park, as depicted in the attached **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 Steve Berrol, whose address is:

El Caballo Park Conservancy
2902 Burnet Drive
Escondido, CA 92027

Section 3 Term

3.1 The term of this Lease shall be ten years, commencing on April 1, 2016.

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 thirty (30) days prior notice to Lessee.

Section 4 Termination of Lease

City may terminate this Lease at any time, at its sole discretion, by providing the other Party with 90 days written notice.

Default. If the City discovers at any time that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

Section 5 Options to Renew

At the end of the Term, this Lease may be renewed for two additional five year terms, upon mutual written agreement by the City and Lessee.

Section 6 Vacation of Premises

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

Upon such 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 7 Rent

Rental Rate. In consideration for this Lease, Lessee will pay for the maintenance and upkeep of the Premises for the benefit of the public.

Section 8 Security Deposit

Not applicable.

Section 9 Utilities Payments

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including but not limited to: gas, water, electricity, trash, sewage charges or septic service, and telephone.

Section 10 Taxes, Assessments and Fees

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

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

Section 11 Acceptance and Maintenance

Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." 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.

Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the

consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.

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

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

Section 13 Use

Lessee agrees to use the Premises for implementation, in accordance with City direction and at City's sole discretion, of the El Caballo Park Master Plan. It is hereby acknowledged and understood that implementation shall only occur at City's direction and sole discretion and subject to Lessee obtaining any necessary permits in advance, including but not limited to sign permits and/or an environmental review. Lessee may rely on this Lease to apply for grants, accept donations and design/plan and implement the El Caballo Park Master Plan.

Under no circumstance shall the use of the Premises under this Lease interfere with the other tenants in the area surrounding the Master Plan, including the Charros de El Caballo Park, the San Diego Humane Society and Hidden Valley Obedience Club. Equally, the Mayflower Dog Park and its patrons shall not be impacted by use under this Lease. During Charros de El Caballo Park events, it is understood and acknowledged that the Charros patrons will be allowed to use the Premises for parking.

The Premises shall at all times be open to and available to the public. Any structures or improvements installed on the Premises at the City's approval shall be open to and available to the public at all times. The existing staging area for equestrian, bicycle and trail users will remain unobstructed and available for horse trailers and other vehicles for members of the public accessing the Caballo Trail.

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 controlling interest in Lessee without written consent from the Lease Administrator.

Section 15 Conduct

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

Section 16 Pets

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

Section 17 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 18 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 19 Insurance

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

A. General liability insurance with at least $2 Million combined single-limit coverage per occurrence for bodily injury and property damage.

B. Automobile liability insurance of $1 Million combined single-limit per

accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).

C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.

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

E. 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.

F. 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.

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

Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Term. Lessee will also deposit with the City within 60 days 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.

City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate

protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within 60 days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.

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

Section 20 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 sole negligence.

Section 21 Attorney's Fees, Costs and Expenses

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

Section 22 Non-Discrimination

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

Section 23 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 24 Hazardous and/or Contaminated Soil and Material

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

Section 25 Law to Govern; Venue

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

Section 26 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 27 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 28 Amendment

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

Section 29 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.

EL CABALLO PARK CONSERVANCY

Date:_____ By:_____
Steve Berrol, President

Date:_____ By:_____
Merrillyn Carpenter, Secretary

CITY OF ESCONDIDO

Date:_____ _____
Debra Lundy, Real Property Manager

Date:_____ _____
Diane Halverson, City Clerk

APPROVED AS TO FORM:

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

By: _____

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 20
Date: March 23, 2016
Continued from February 10, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Conduct a Public Hearing to Consider a Resolution of Necessity for Eminent Domain for the Citracado Parkway Extension Project – Assessor Parcel No. 235-040-15 (Pacific Harmony Grove Development, LLC, et. al.)

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-25R, a Resolution of Necessity authorizing initiation of an Eminent Domain Action.

FISCAL ANALYSIS:

Costs of the eminent domain action and the property interest acquisitions will come from an existing Capital Improvement Fund called the Citracado Parkway Extension Project #601704, which has an available balance of approximately $8.3 million.

PREVIOUS ACTION:

The City Council considered this matter in the fall of 2015, as noted below.

BACKGROUND:

This Resolution No. 2016-25R will serve to replace Resolution No. 2015-165, which was adopted by the City Council on September 23, 2015. This replacement resolution will include the Temporary Construction Deed and Public Right of Way Deed as exhibits. The items were not included as exhibits in the original resolution, but have become necessary.

The City of Escondido's Citracado Parkway Extension Project ("Project") involves the extension of Citracado Parkway between Harmony Grove Village Parkway and Andreasen Drive and will include the construction of new curb, gutter, sidewalk, medians with landscaping and a bridge over Escondido Creek. The Project will also provide for two lanes in each direction on Citracado Parkway between West Valley Parkway and Avenida Del Diablo. The Project is a major corridor for the City and is a necessary component of the City's General Plan that provides intra-city, and sub-regional service. The City has done an extensive review of the Project as outlined in the Environmental Impact Report for Citracado Parkway Extension Project, dated April 18, 2012 ("EIR"). The proposed alignment for the extension of Citracado Parkway was mostly within the City of Escondido, but three parcels were located within the County of San Diego. By working with the County of San Diego, LAFCO approved annexation of those properties into the City of Escondido in August 2015. The City

looked at alternatives which were solicited to the public for feedback through four community hosted meetings and three public meetings. These alternatives were evaluated for the Project as provided in the EIR. The Project as currently presented was located and planned to obtain the greatest public good and least private injury.

In the City's negotiations with the Owners, the Owners raised the fact that the Temporary Construction Deed and Public Right of Way Deed were not included in Resolution No. 2015-165. In addition, given the fact that negotiated resolution was not readily forthcoming, it was determined that the best course of action for the City would be to correct the clerical error and provide a more thorough analysis of the project in the context of the necessity of eminent domain.

The City has actually been in discussions with the subject parcel owners ("Owners") since 2012 in an effort to collaborate the City's Project and Owners' private development, obtain necessary temporary rights for various studies and work towards annexing relevant parcels into the City. The annexation was recently completed, placing the subject parcel within the City's jurisdiction.

The City has had the property interests appraised and presented the Owners with a statutory offer. Although the parties have each expressed an interest in entering into a cooperative agreement for the respective developments, the Owners have expressed an opinion that we are far apart on the value of the land rights sought by the City, as well as the value/scope of the portion of the Project the Owners would be responsible for as a condition of their private development project. In accordance with California Eminent Domain Law, the City invited the Owners to obtain their own appraisal. The Owners have been encouraged to exchange appraisal reports and submit a counter offer for the City's review and consideration. To date, no counter offer has been received and negotiations have stalled.

This action is required to allow the City of Escondido to proceed with an eminent domain action to acquire property interests in portions of Assessor Parcel No. 235-040-15 necessary for construction of the Citracado Parkway Extension Project. The subject parcel is the only non-City-owned parcel with public right of way impacts and is a key acquisition for the Project to go forward. The other properties impacted by the Project will likely only be impacted by temporary construction easements. If a settlement is not able to be reached with the subject Owners, the condemnation action will resolve the outstanding question of value and allow the City's Project to proceed in the interim.

Respectfully submitted,

Debra Lundy
Real Property Manager

Agenda Item No.: 20
Date:March 23, 2016

RESOLUTION NO. 2016-25R

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

HEARING DATE: March 23, 2016
Pacific Harmony Grove Development, LLC &
Mission Valley Corporate Center, LTD.
APN: 235-040-15

(Supercedes Resolution No. 2015-165)

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

SECTION 1. The City Council of the City of Escondido, does hereby rescind Resolution No. 2015-165.

SECTION 2. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235, finds and determines and hereby declares that:

(a) The public interest and necessity require the proposed project, namely, the Citracado Parkway Extension Project and property interests in a portion of property identified as Assessor Parcel Number 235-040-15 in the City of Escondido.

(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

(c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the Temporary Construction Easement and Public Right of Way Deed (including legal descriptions and plat maps) are attached as Exhibit "1" and are incorporated by this reference.

(d) The City of Escondido is authorized to acquire the parcel(s) described in Exhibit "1" herein and exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law.

SECTION 3. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 4. The property described in Exhibit "1" is being taken for the Citracado Parkway Extension Project, pursuant to the following sections of law:

(a) Article I, Section XIX, of the California Constitution;

(b) Code of Civil Procedure Section 1240.010, and 1240.120;

(c) Government Code Section 37350.5.

SECTION 5. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owners of record and has been refused by them.

SECTION 6. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in Exhibit "1," attached and incorporated by this reference, for the purposes of acquiring easement interest in such property for public use. This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law. The City Attorney is authorized to deposit the probable amount of compensation, based on an appraisal, and to apply for an order permitting the City of Escondido to take immediate possession and use of said property for said public uses and purposes.

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

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

SECTION 9. That acquisitions are authorized to be paid out of the Capital Improvement Fund called Citracado Parkway Extension Project, No. 601704.

RECORDING REQUESTED BY

City of Escondido

And When Recorded Mail To:

City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025

No recording fee required; this document exempt from fee pursuant to Section 6103 of the California Government Code.

CITY OF ESCONDIDO
TEMPORARY CONSTUCTION EASEMENT (SLOPE)
ESC. DOCUMENT NO. M-02-15

APN: por. 235-040-15

PACIFIC HARMONY GROVE DEVELOPMENT, LLC, a California limited liability company, as to an undivided 2/3 interest and **MISSION VALLEY CORPORATE CENTER, LTD**, a California limited partnership, as to an undivided 1/3 interest, GRANTOR(s) Owner(s) of the hereinafter described land, hereby GRANT(S) to

the CITY OF ESCONDIDO, a municipal corporation,

an easement for the purpose of temporary access for the construction of the Citracado Parkway Extension Project ("Project") for a period of twenty four (24) months commencing on the date the construction contract for the Project is signed and continuing until a Notice of Completion is filed, over and across the following described land:

Attached Exhibit "A" pages 1-4 and depicted on the attached Exhibit "B"pages 1-4

TOGETHER with the right to remove any improvement, brush, trees, shrubs, and other growth thereon, unless otherwise herein provided, to cut grade and fill grade and construct slopes thereon; and with the right of ingress and egress at all times to said easement and from the same.

TEMPORARY CONSTRUCTION EASEMENT (SLOPE)
ESC. DOCUMENT NO. M-02-15

PROVIDED FURTHER, that GRANTORS, their successors and assigns, agree not to erect buildings or structures upon any portion of the above described Easement.

PROVIDED FURTHER, that GRANTORS, their successors and assigns, reserve the right to re-grade the slope easement areas depicted on EXHIBIT "A" to develop their property, subject to approval by the GRANTEE of a Grading Plan and Grading Permit, approval of which shall not be unreasonably withheld. GRANTEE will be responsible for slope and drainage maintenance depicted on EXHIBIT "A" until the completion of the project or such time as GRANTOR, their successors and assigns re-grade the property and alter the slopes and drainage shown on EXHIBIT "A".

IN WITNESS WHEREOF, the GRANTOR has hereunto subscribed their names this date of , 20 .

PACIFIC HARMONY GROVE DEVELOPMENT, LLC

Date: _____

x_____

By:_____
(print name)

Its:_____
(title)

MISSION VALLEY CORPORATE CENTER, LTD

Date: _____

x_____

By:_____
(print name)

Its:_____
(title)

CITY OF ESCONDIDO DOC. NO.: M-02-15
TITLE OR TYPE OF DOCUMENT: TEMPORARY CONSTRUCTION EASEMENT (SLOPE)
GRANTOR: PACIFIC HARMONY GROVE DEVELOPMENT, LLC & MISSION VALLEY CORPORATE CENTER, LTD

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

On _____(date) before me, _____,

a Notary Public, personally appeared

_____,
(name(s) of signers)

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

Witness my hand and official seal.

_____
Signature of Notary

CITY ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the attached deed or grant, dated as shown hereon and from the persons named (Grantor) to the City of Escondido, a municipal corporation, is hereby accepted pursuant to Ordinance Number 2008-12 of the City Council of the City of Escondido, dated November 19, 2008, and the Grantee consents to recordation thereof by said Grantees duly authorized officer.

_____

Debra Lundy, Real Property Manager

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 235-040-15

THOSE PORTIONS OF THAT REAL PROPERTY SITUATED IN AND COMPRISING THE MAJOR PORTION OF LOT 2, AND THE NORTHEASTERLY PORTION OF LOT 4, ALL IN BLOCK 308-A OF THE SUBDIVISION OF A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP OF RANCHO RINCON DEL DIABLO, NO. 724, MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 13, 1892, INCLUDED WITHIN LAND PER DEED TO MISSION VALLEY CORPORATE CENTER, LTD (MISSION VALLEY LAND) RECORDED JANUARY 25, 2011 AS DOCUMENT NO. 2011-0045365 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 30°29'29" WEST 89.50 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID WESTERLY LINE SOUTH 14°23'30" 5.56 FEET;
2. THENCE SOUTH 16°47'27" WEST 10.57 FEET;
3. THENCE SOUTH 14°52'37" WEST 11.28 FEET;
4. THENCE SOUTH 24°57'52" WEST 12.28 FEET;
5. THENCE SOUTH 25°50'36" WEST 9.92 FEET;
6. THENCE SOUTH 26°11'34" WEST 10.51 FEET;
7. THENCE SOUTH 25°38'35" WEST 20.83 FEET;
8. THENCE SOUTH 24°26'31" WEST 10.20 FEET;
9. THENCE SOUTH 22°22'06" WEST 2.99 FEET TO THE NORTHEASTERLY LINE OF LAND PER DEED TO THE RADCLIFF FAMILY TRUST RECORDED JANUARY 16, 2008 AS DOCUMENT NO. 2008-0021641 OF OFFICIAL RECORDS;
10. THENCE ALONG SAID NORTHEASTERLY LINE NORTH 59°30'31" WEST 13.11 FEET TO THE WESTERLY LINE OF SAID MISSION VALLEY LAND;
11. THENCE ALONG SAID WESTERLY LINE NORTH 30°29'29" EAST 92.92 FEET TO THE **TRUE POINT OF BEGINNING**;

AREA = 756 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PARCEL 2

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 30°29'29" WEST 18.46 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID WESTERLY LINE SOUTH 89°26'44" EAST 129.92 FEET TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
2. THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°56'25" A DISTANCE OF 26.86 FEET;
3. THENCE SOUTH 12°30'18" EAST 860.36 FEET;
4. THENCE SOUTH 77°29'42" WEST 18.95 FEET;
5. THENCE NORTH 59°00'15" WEST 59.72 FEET;
6. THENCE NORTH 59°52'45" WEST 45.67 FEET;
7. THENCE NORTH 59°49'32" WEST 46.99 FEET;
8. THENCE NORTH 67°57'04" WEST 20.84 FEET;
9. THENCE NORTH 69°28'53" WEST 33.92 FEET;
10. THENCE SOUTH 32°15'13" WEST 21.55 FEET;
11. THENCE SOUTH 16°30'39" WEST 42.44 FEET;
12. THENCE SOUTH 64°03'25" EAST 16.31 FEET;
13. THENCE SOUTH 70°31'29" EAST 22.45 FEET;
14. THENCE SOUTH 66°59'58" EAST 101.28 FEET;
15. THENCE SOUTH 66°53'43" EAST 24.24 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MISSION VALLEY LAND;
16. THENCE ALONG SAID SOUTHERLY LINE SOUTH 16°21'58" WEST 10.07 FEET;
17. THENCE LEAVING SAID SOUTHERLY LINE NORTH 66°53'43" WEST 25.42 FEET;
18. THENCE NORTH 66°59'58" WEST 100.96 FEET;
19. THENCE NORTH 70°31'29" WEST 22.70 FEET;
20. THENCE NORTH 64°03'25" WEST 25.35 FEET;
21. THENCE NORTH 16°30'39" EAST 52.30 FEET;
22. THENCE NORTH 32°15'13" EAST 31.07 FEET;
23. THENCE SOUTH 69°28'53" EAST 42.19 FEET;
24. THENCE SOUTH 67°57'04" EAST 21.69 FEET;
25. THENCE SOUTH 59°49'32" EAST 47.70 FEET;
26. THENCE SOUTH 59°52'45" EAST 45.74 FEET;
27. THENCE SOUTH 59°00'15" EAST 35.08 FEET;
28. THENCE NORTH 12°30'18" WEST 828.15 FEET;
29. THENCE NORTH 89°26'44" WEST 139.25 FEET TO THE WESTERLY LINE OF SAID MISSION VALLEY LAND;
30. THENCE ALONG SAID WESTERLY LINE NORTH 30°29'29" EAST 34.62 FEET TO **THE TRUE POINT OF BEGINNING**;

AREA = 34,451 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PARCEL 3

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 227.33 FEET TO THE **TRUE POINT OF BEGINNING;**

1. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°26'44" EAST 30.80 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 12°30'18" EAST 883.69 FEET TO THE BEGINNING OF A TANGENT 2224.00-FOOT RADIUS CURVE CONCAVE EASTERLY;
3. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°32'48" A DISTANCE OF 21.22 FEET TO THE SOUTHEASTERLY LINE OF SAID MISSION VALLEY LAND;
4. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 26°37'43" WEST 46.54 FEET TO THE BEGINNING OF A NON-TANGENT 2254.00-FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 76°02'16" WEST;
5. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°27'26" A DISTANCE OF 57.33 FEET;
6. THENCE NORTH 12°30'18" WEST 890.65 FEET TO **THE TRUE POINT OF BEGINNING;**

AREA = 27,795 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PARCEL 4

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 396.79 FEET, THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 2.41 FEET TO THE **TRUE POINT OF BEGINNING;**

7. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 19.39 FEET TO THE BEGINNING OF A NON-TANGENT 55.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 86°28'40" WEST;
8. THENCE LEAVING SAID NORTHERLY LINE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 120°35'11" A DISTANCE OF 115.75 FEET;
9. THENCE NORTH 62°56'09" EAST 111.83 FEET TO SAID NORTHERLY LINE OF MISSION VALLEY LAND;
10. THENCE ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 39.39 FEET;
11. THENCE LEAVING SAID NORTHERLY LINE SOUTH 62°28'51" WEST 146.18 FEET TO THE BEGINNING OF A TANGENT 74.37-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

12. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 120°14'45" A DISTANCE OF 156.09 FEET TO THE TRUE POINT OF **BEGINNING;**

AREA = 5,067 SQUARE FEET, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.999931461 TO OBTAIN GROUND DISTANCES.

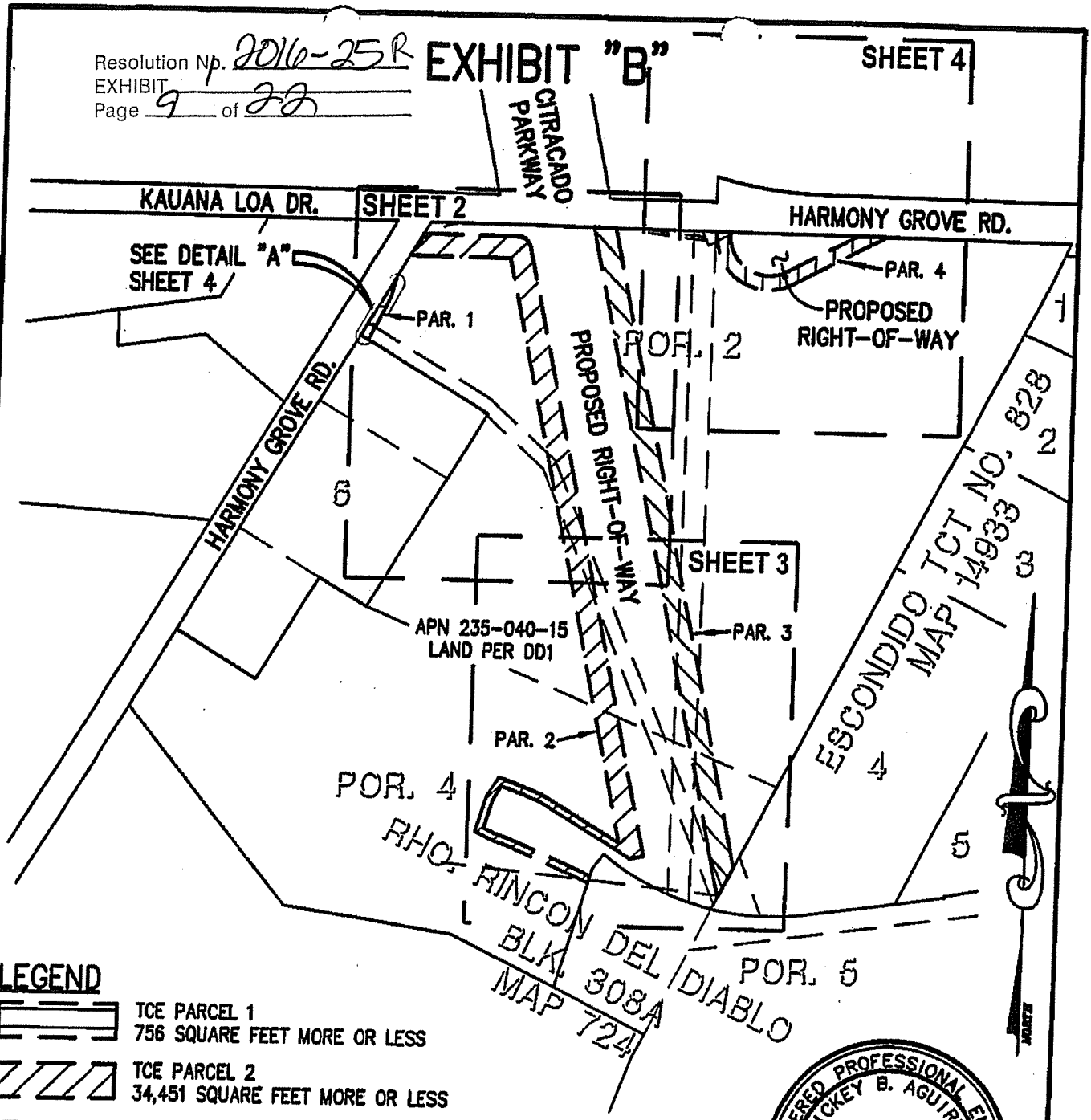
DRAFT

SIGNATURE_____
MICKEY B. AGUIRRE, RCE 27648



Resolution No. 2016-25R
EXHIBIT
Page 9 of 22

EXHIBIT "B"



LEGEND

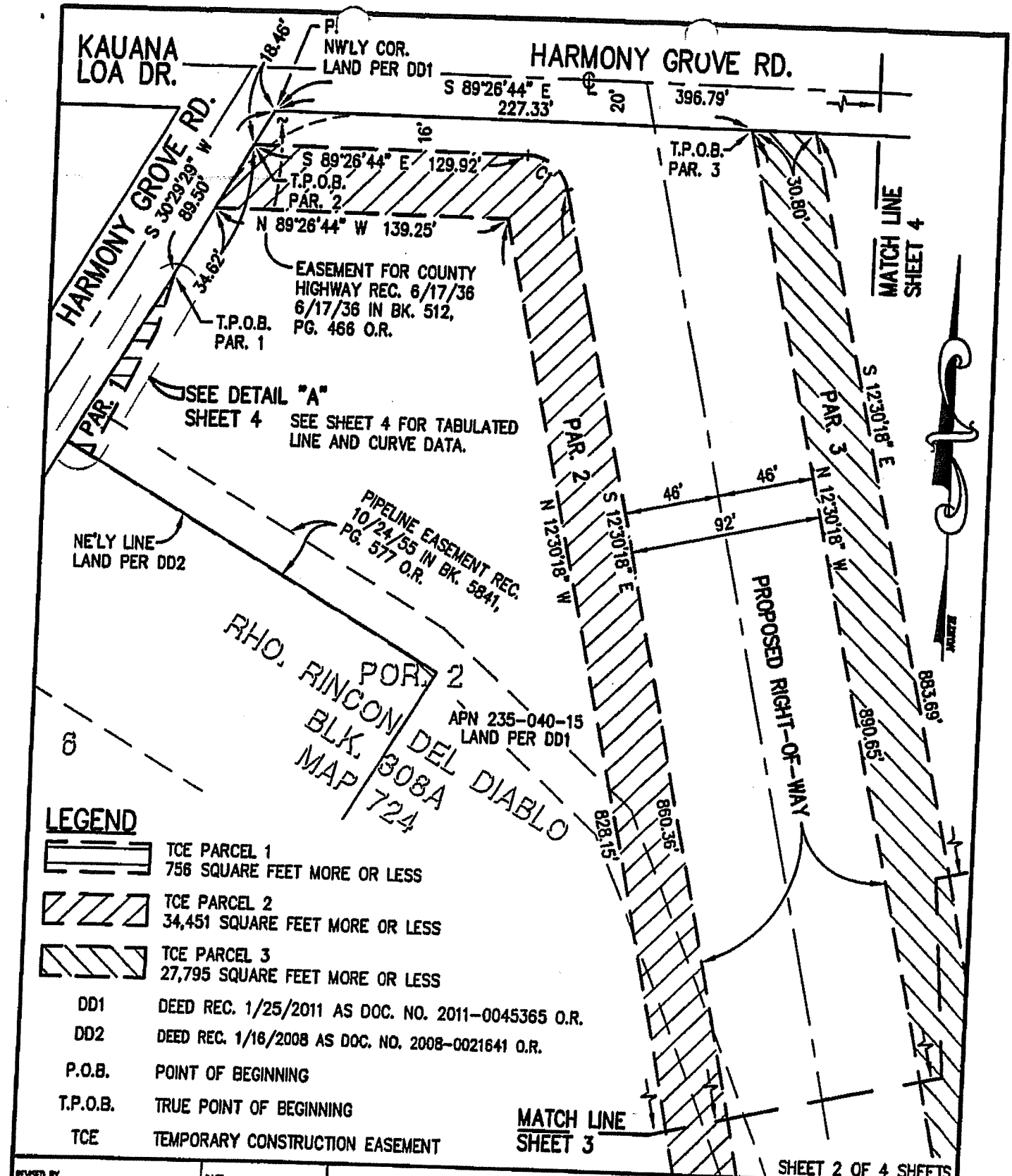
- TCE PARCEL 1 — 756 SQUARE FEET MORE OR LESS
- TCE PARCEL 2 — 34,451 SQUARE FEET MORE OR LESS
- TCE PARCEL 3 — 27,795 SQUARE FEET MORE OR LESS
- TCE PARCEL 4 — 5,067 SQUARE FEET MORE OR LESS
- DD1 — DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.
- TCE — TEMPORARY CONSTRUCTION EASEMENT

REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

DRAFT

SHEET 1 OF 4 SHEETS

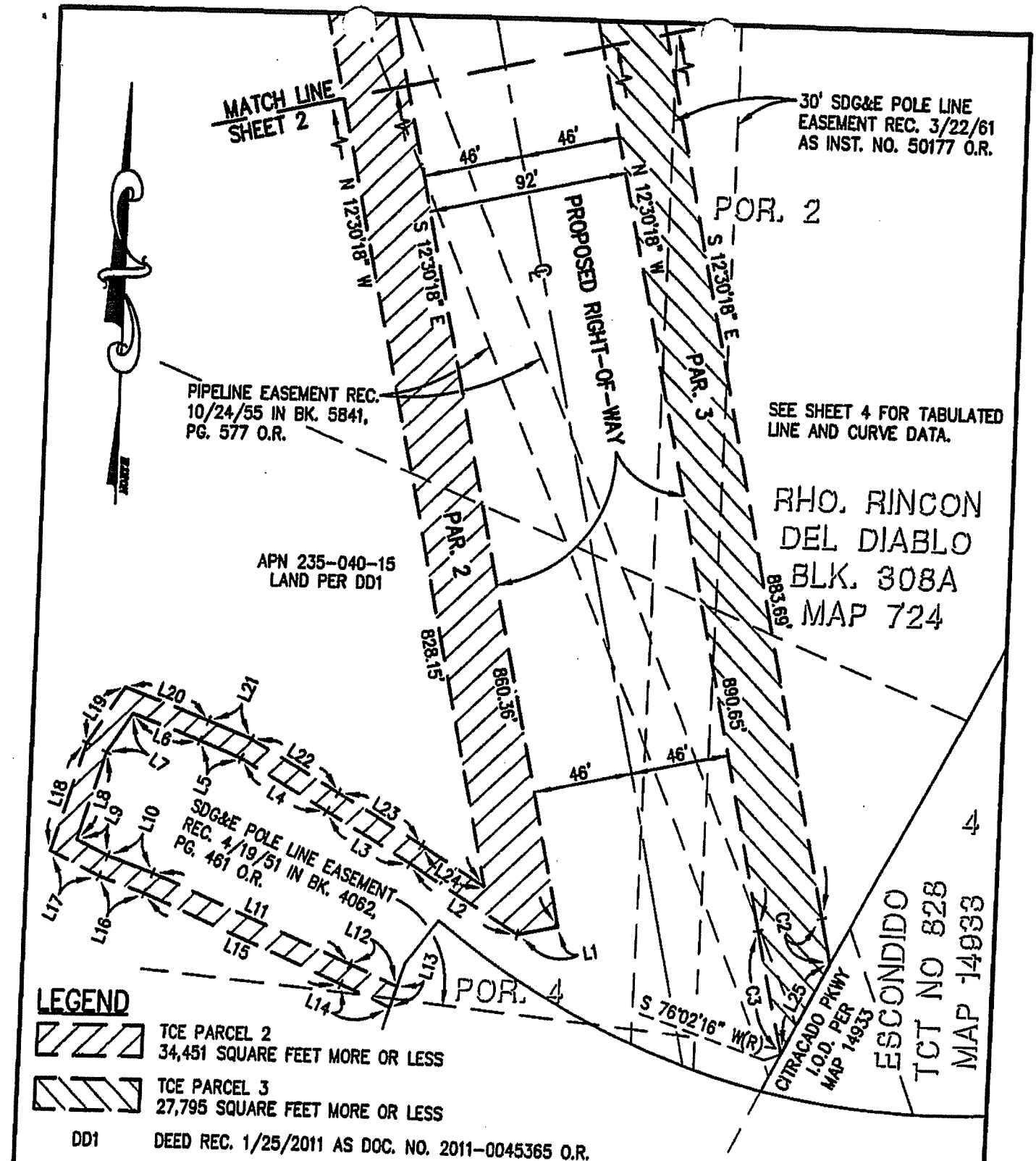
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APPROVED BY	DATE		
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 235-040-15	REF.
DRAWN BY KA	DATE 12-22-14		TRACING NO.



SHEET 2 OF 4 SHEETS

REVISED BY	DATE	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE		
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 235-040-15	REF.
DRAWN BY KA	DATE 12-22-14		TRACING NO.

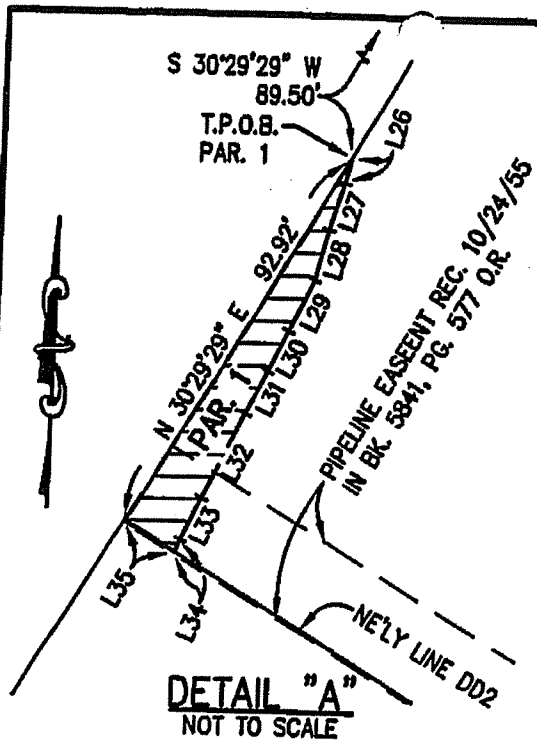
Resolution No. 2016-25R
EXHIBIT 1
Page 2 of 22



SHEET 3 OF 4 SHEETS

REVISED BY	DATE	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE		
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 235-040-15	REF.
DRAWN BY KA	DATE 12-23-14		TRACING NO.

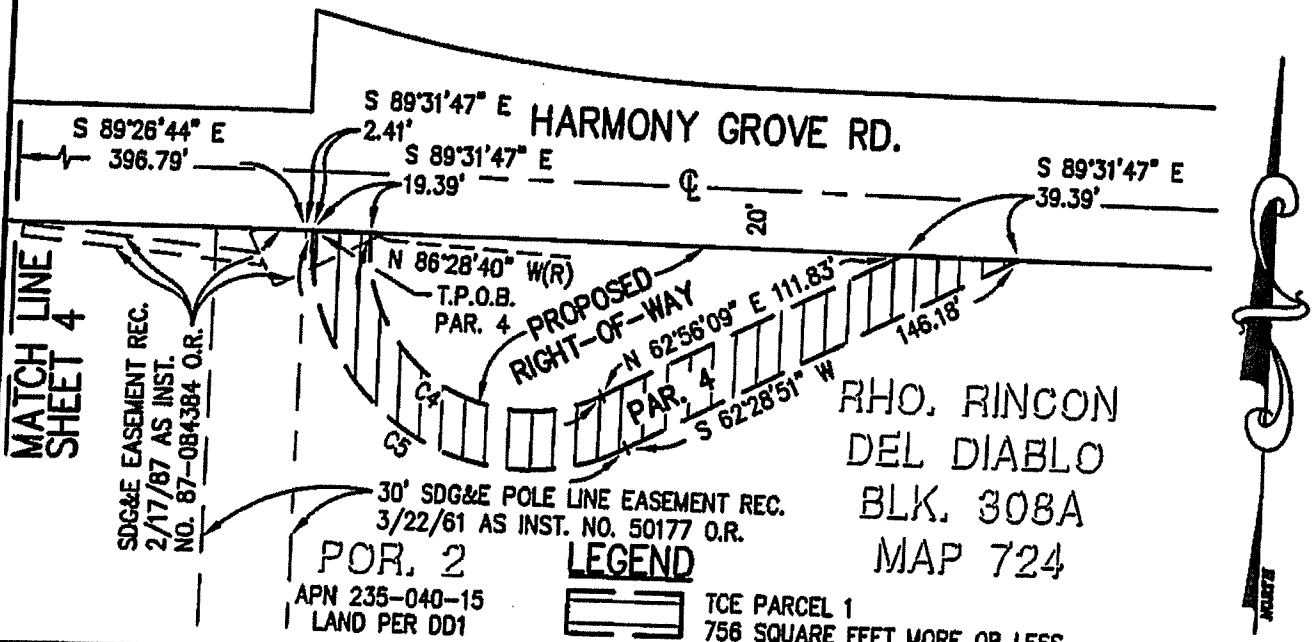
Resolution No. 2016-25R
EXHIBIT 1
Page 11 of 20



DETAIL "A"
NOT TO SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 77°29'42" W	18.95'
L2	N 59°00'15" W	59.72'
L3	N 59°52'45" W	45.67'
L4	N 59°49'32" W	46.99'
L5	N 67°57'04" W	20.84'
L6	N 69°28'53" W	33.92'
L7	S 32°15'13" W	21.55'
L8	S 16°30'39" W	42.44'
L9	S 64°03'25" E	16.31'
L10	S 70°31'29" E	22.45'
L11	S 66°59'58" E	101.28'
L12	S 66°53'43" E	24.24'
L13	S 16°21'58" W	10.07'
L14	N 66°53'43" W	25.42'
L15	N 66°59'58" W	100.96'
L16	N 70°31'29" W	22.70'
L17	N 64°03'25" W	25.35'
L18	N 16°30'39" E	52.30'

LINE TABLE (CONT.)		
LINE	BEARING	LENGTH
L19	N 32°15'13" E	31.07'
L20	S 69°28'53" E	42.19'
L21	S 67°57'04" E	21.69'
L22	S 59°49'32" E	47.70'
L23	S 59°52'45" E	45.74'
L24	S 59°00'15" E	35.08'
L25	S 26°37'43" W	46.54'
L26	S 14°23'30" W	5.56'
L27	S 16°47'27" W	10.57'
L28	S 14°52'37" W	11.28'
L29	S 24°57'52" W	12.28'
L30	S 25°50'36" W	9.92'
L31	S 26°11'34" W	10.51'
L32	S 25°38'35" W	20.83'
L33	S 24°26'31" W	10.20'
L34	S 22°22'06" W	2.99'
L35	N 59°30'31" W	13.11'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	76°56'25"	20.00'	26.86'
C2	0°32'48"	2224.00'	21.22'
C3	1°27'26"	2254.00'	57.33'
C4	120°35'11"	55.00'	115.75'
C5	120°14'45"	74.37'	156.09'

LEGEND

TCE PARCEL 1
756 SQUARE FEET MORE OR LESS

TCE PARCEL 4
5,067 SQUARE FEET MORE OR LESS

DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.

DD2 DEED REC. 1/16/2008 AS DOC. NO. 2008-0021641 O.R.

TCE TEMPORARY CONSTRUCTION EASEMENT

T.P.O.B. TRUE POINT OF BEGINNING

SHEET 4 OF 4 SHEETS

REVISED BY	DATE	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE		
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 235-040-15	REF.
DRAWN BY KA	DATE 12-23-14		TRACING NO.

Resolution No. 2016-25R
EXHIBIT 1
Page 2 of 22

RECORDING REQUESTED BY

the City of Escondido

Resolution No. 2016-25R
EXHIBIT 1
Page 13 of 22

And When Recorded Mail to:

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

APN por. 235-040-15

No recording fee required; this document exempt from fee pursuant to Section 27383 of the California Government Code.

CITY OF ESCONDIDO
PUBLIC RIGHT OF WAY GRANT DEED
ESCONDIDO DOC. NO. M-01-15

This deed exempt from tax – Section 11922 of the California Revenue and Taxation Code

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

PACIFIC HARMONY GROVE DEVELOPMENT, LLC, a California limited liability company, as to an undivided 2/3 interest and **MISSION VALLEY CORPORATE CENTER, LTD**, a California limited partnership, as to an undivided 1/3 interest, GRANTOR,

hereby GRANTS to

the **CITY OF ESCONDIDO**, a municipal corporation, GRANTEE,

fee title in a portion of APN: 235-040-15 for the purpose of constructing and maintaining a public thoroughfare and public utility appurtenances thereto, over, under, and across that real property in the City of Escondido, County of San Diego, State of California, described on the attached Exhibit **"A" pages 1-2** and depicted on the attached Exhibit **"B" pages 1-4.**

The Grantors, their successors and assigns, agree not to erect buildings or structures upon any portion of the above-described right of way nor to utilize the land within the street right of way for any purpose detrimental to the Grantee's use of the land as a public thoroughfare.

CITY OF ESCONDIDO DOC. NO. M-01-15
TITLE OR TYPE OF DOCUMENT: Public Street Grant Deed
GRANTOR: Pacific Harmony Grove Development, LLC & Mission Valley Corporate Center, LTD

TO HAVE AND TO HOLD said Right of Way unto the City of Escondido, its successors and assigns, forever.

PACIFIC HARMONY GROVE DEVELOPMENT, LLC

Date: _____

x_____

By:_____
(print name)

Its:_____
(title)

MISSION VALLEY CORPORATE CENTER, LTD

Date: _____

x_____

By:_____
(print name)

Its:_____
(title)

Resolution No. 2016-25R
EXHIBIT 1
Page 15 of 22

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

On _____(date) before me, _____, notary public, personally appeared

_____,
(name(s) of signers)

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

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

Witness my hand and official seal.

_____
Signature of Notary

CITY ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the attached deed or grant, dated as shown hereon and from the persons named (Grantor) to the City of Escondido, a municipal corporation, is hereby accepted pursuant to Ordinance Number 2008-12 of the City Council of the City of Escondido, dated November 19, 2008, and the Grantee consents to recordation thereof by said Grantees duly authorized officer.

Debra Lundy, Real Property Manager

EXHIBIT "A"
RIGHT-OF-WAY
APN 235-040-15

THOSE PORTIONS OF THAT REAL PROPERTY SITUATED IN AND COMPRISING THE MAJOR PORTION OF LOT 2, AND THE NORTHEASTERLY PORTION OF LOT 4, ALL IN BLOCK 308-A OF THE SUBDIVISION OF A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP OF RANCHO RINCON DEL DIABLO, NO. 724, MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 13, 1892, INCLUDED WITHIN LAND PER DEED TO MISSION VALLEY CORPORATE CENTER, LTD (MISSION VALLEY LAND) RECORDED JANUARY 25, 2011 AS DOCUMENT NO. 2011-0045365 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CITRACADO PARKWAY RIGHT-OF-WAY

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND;

1. THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 227.33 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 12°30'18" EAST 890.65 FEET TO THE BEGINNING OF A TANGENT 2254.00-FOOT RADIUS CURVE CONCAVE EASTERLY;
3. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°27'26", A DISTANCE OF 57.33 FEET TO THE SOUTHEASTERLY LINE OF SAID MISSION VALLEY LAND;
4. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 26°37'43" WEST 19.00 FEET TO THE SOUTHEAST CORNER OF SAID MISSION VALLEY LAND AND THE BEGINNING OF A NON-TANGENT 375.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°18'36" WEST;
5. THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY LINE OF SAID MISSION VALLEY LAND THROUGH A CENTRAL ANGLE OF 24°19'02", A DISTANCE OF 159.16 FEET;
6. THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 53°22'22" WEST 12.37 FEET TO AN ANGLE POINT THEREIN;
7. THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 36°36'30" WEST 24.89 FEET TO AN ANGLE POINT THEREIN;
8. THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 16°21'58" WEST 11.28 FEET;
9. THENCE LEAVING SAID SOUTHERLY LINE NORTH 66°53'43" WEST 24.24 FEET;
10. THENCE NORTH 66°59'58" WEST 101.28 FEET;
11. THENCE NORTH 70°31'29" EAST 22.45 FEET;
12. THENCE NORTH 64°03'25" WEST 16.31 FEET;
13. THENCE NORTH 16°30'39" EAST 42.44 FEET;

14. THENCE NORTH 32°15'13" EAST 21.55 FEET;
15. THENCE SOUTH 69°28'53" EAST 33.92 FEET;
16. THENCE SOUTH 67°57'04" EAST 20.84 FEET;
17. THENCE SOUTH 59°49'32" EAST 46.99 FEET;
18. THENCE SOUTH 59°52'45" EAST 45.67 FEET;
19. THENCE SOUTH 59°00'15" EAST 59.72 FEET;
20. THENCE NORTH 77°29'42" EAST 18.95 FEET;
21. THENCE NORTH 12°30'18" WEST 860.36 FEET TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
22. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°56'26", A DISTANCE OF 26.86 FEET;
23. THENCE NORTH 89°26'44" WEST 129.92 FEET TO THE WESTERLY LINE OF SAID MISSION VALLEY LAND;
24. THENCE ALONG SAID WESTERLY LINE NORTH 30°29'29" EAST 18.46 FEET TO **THE POINT OF BEGINNING;**

AREA = 101,342 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

HARMONY GROVE ROAD RIGHT-OF-WAY

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 396.79 FEET, THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 21.81 FEET TO THE **TRUE POINT OF BEGINNING;**

1. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 179.51 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 62°56'09" WEST 111.83 FEET TO THE BEGINNING OF A TANGENT 55.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
3. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 120°35'11" A DISTANCE OF 115.75 FEET TO **THE TRUE POINT OF BEGINNING;**

AREA = 6,522 SQUARE FEET, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.999931461 TO OBTAIN GROUND DISTANCES.

DRAFT

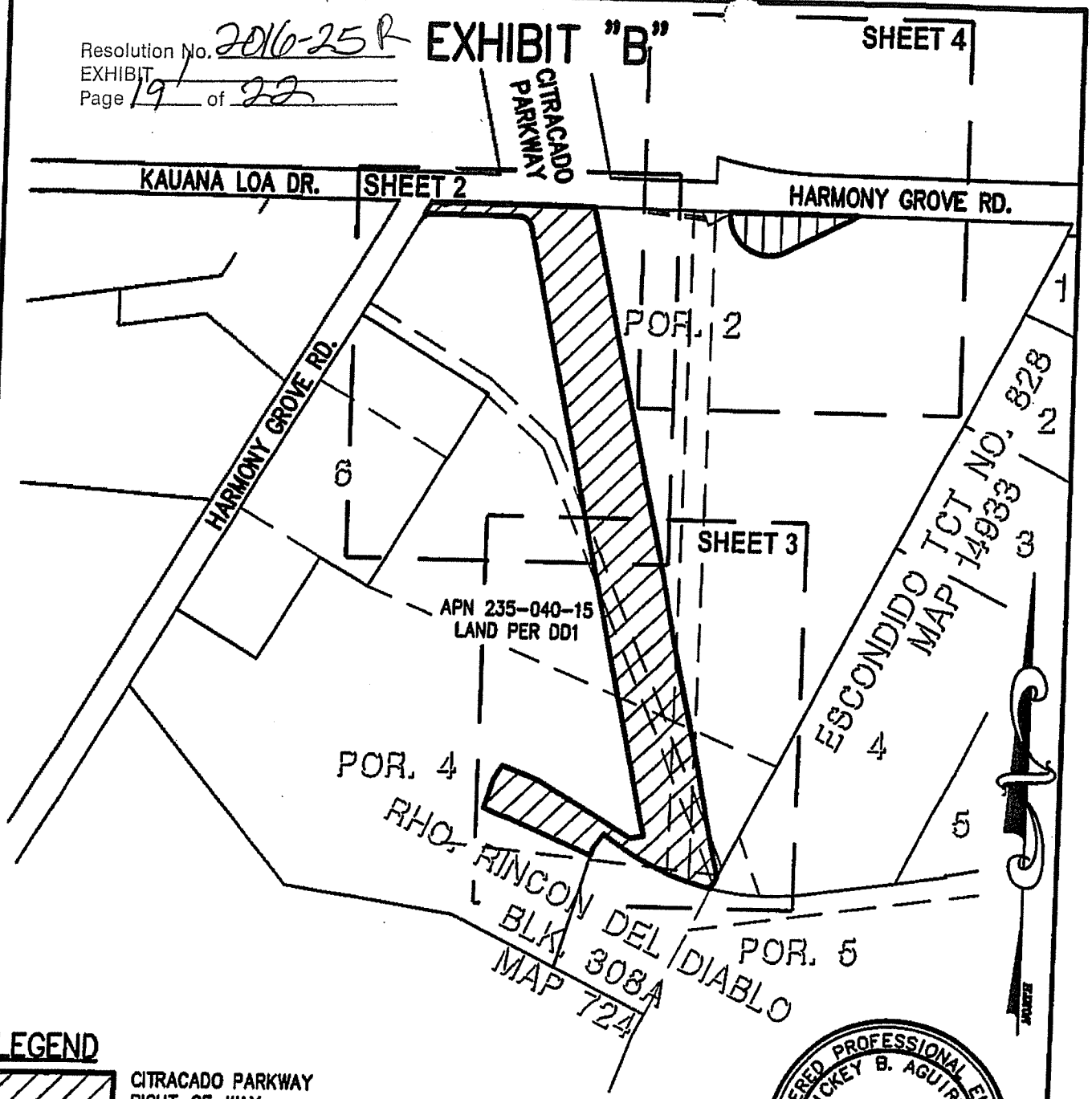
SIGNATURE_____

MICKEY B. AGUIRRE, RCE 27648

REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

Resolution No. 2016-25R
EXHIBIT 1
Page 19 of 22

EXHIBIT "B"



LEGEND

CITRACADO PARKWAY
RIGHT-OF-WAY
101,342 SQUARE FEET MORE OR LESS

HARMONY GROVE ROAD
RIGHT-OF-WAY
6,522 SQUARE FEET MORE OR LESS

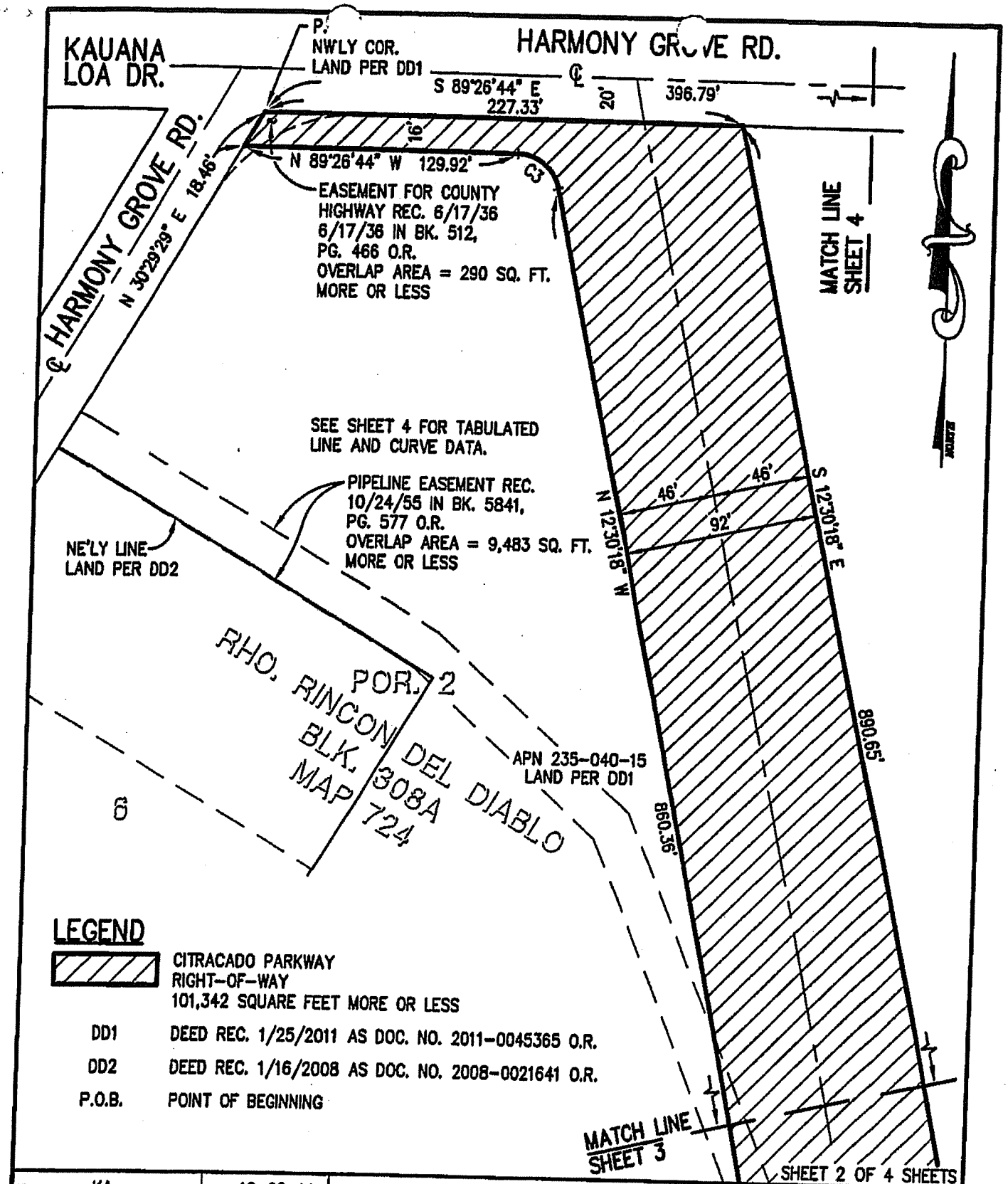
DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.

REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

DRAFT

SHEET 1 OF 4 SHEETS

REVISED BY KA	DATE 12-22-14	CITY OF ESCONDIDO	SCALE 1" = 200'
APPROVED BY	DATE		
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	REF.
DRAWN BY KA	DATE 5-12-14		TRACING NO.

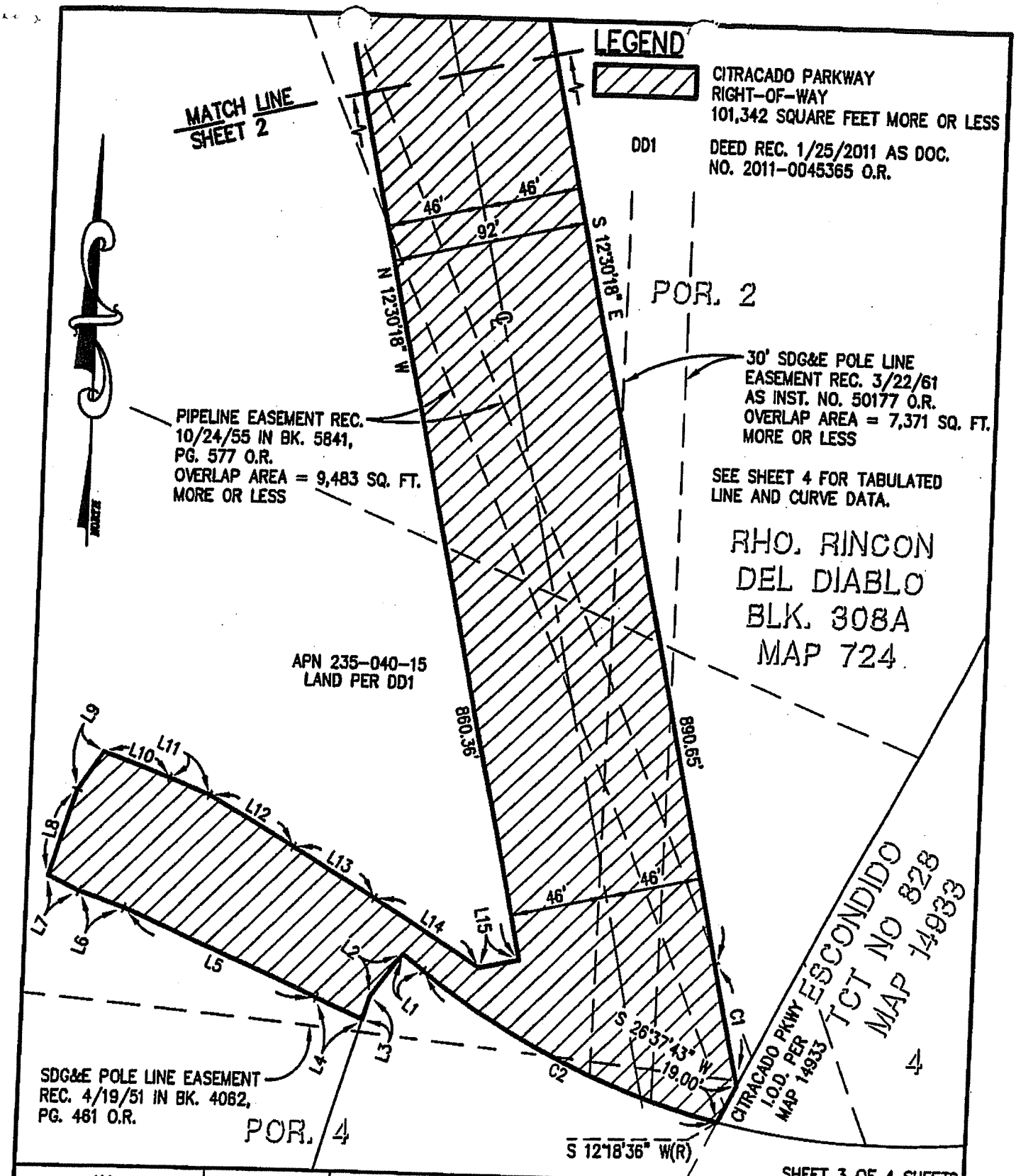


LEGEND

	CITRACADO PARKWAY RIGHT-OF-WAY 101,342 SQUARE FEET MORE OR LESS
DD1	DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.
DD2	DEED REC. 1/16/2008 AS DOC. NO. 2008-0021641 O.R.
P.O.B.	POINT OF BEGINNING

REVISED BY KA	DATE 12-22-14	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE	EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	REF.
CHECKED BY MA	DATE 12-29-14		TRACING NO.
DRAWN BY KA	DATE 5-12-14		

Resolution No. 2016-25R
EXHIBIT 1
Page 20 of 22



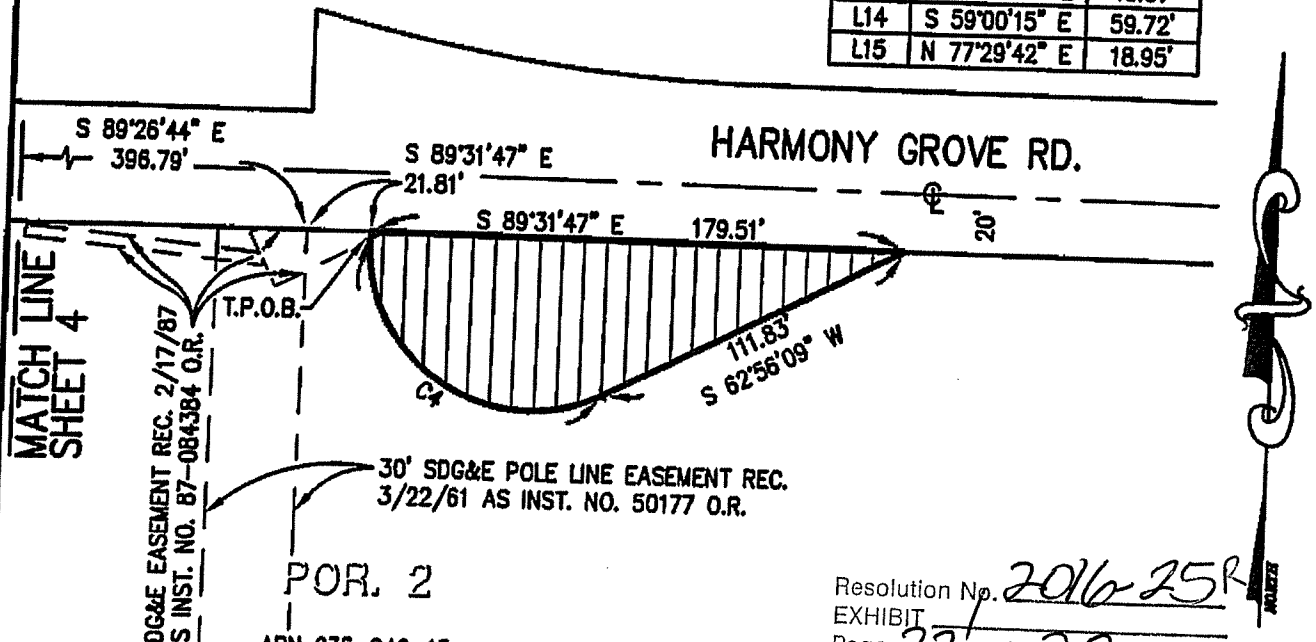
REVISED BY KA	DATE 12-22-14	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE	EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	REF.
CHECKED BY MA	DATE 12-29-14		TRACING NO.
DRAWN BY KA	DATE 5-12-14		

SHEET 3 OF 4 SHEETS

Resolution No. 2016-25 R
EXHIBIT 1
Page 21 of 22

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°27'26"	2254.00'	57.33'
C2	24°19'02"	375.00'	159.16'
C3	76°56'26"	20.00'	26.86'
C4	120°35'11"	55.00'	115.75'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 53°22'22" W	12.37'
L2	S 36°36'30" W	24.89'
L3	S 16°21'58" W	11.28'
L4	N 66°53'43" W	24.24'
L5	N 66°59'58" W	101.28'
L6	N 70°31'29" W	22.45'
L7	N 64°03'25" W	16.31'
L8	N 16°30'39" E	42.44'
L9	N 32°15'13" E	21.55'
L10	S 69°28'53" E	33.92'
L11	S 67°57'04" E	20.84'
L12	S 59°49'32" E	46.99'
L13	S 59°52'45" E	45.67'
L14	S 59°00'15" E	59.72'
L15	N 77°29'42" E	18.95'



Resolution No. 2016-25R
EXHIBIT 1
Page 22 of 22

LEGEND

	HARMONY GROVE ROAD RIGHT-OF-WAY 6,522 SQUARE FEET MORE OR LESS
DD1	DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.
DD2	DEED REC. 1/16/2008 AS DOC. NO. 2008-0021641 O.R.
T.P.O.B.	TRUE POINT OF BEGINNING

SHEET 4 OF 4 SHEETS

REVISED BY KA	DATE 12-22-14	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE		
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	REF.
DRAWN BY KA	DATE 5-12-14		TRACING NO.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 21
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Annual Appointments to Boards and Commissions

RECOMMENDATION:

It is recommended that the City Council ratify the Mayor's appointments to serve on the following Boards and Commissions; terms to expire March 31, 2020 except as noted:

a.	Building Advisory & Appeals Board	2 appointments
b.	Community Services Commission	4 appointments (*One short-term to expire March 2018*)
c.	Historic Preservation Commission	3 appointments
d.	Library Board of Trustees (3-year term)	2 appointments (*Terms to expire March 2019*)
e.	Personnel Board of Review	5 appointments (*One short-term to expire March 2018*)
f.	Planning Commission	4 appointments
g.	Public Art Commission	3 appointments
h.	Transportation/Community Safety Commission	2 appointments

BACKGROUND & SUMMARY:

The City Council conducted interviews on March 2 and 16, 2016 with applicants as listed on Exhibit A. All Board/Commission appointments will be for a term of four (4) years with the exception of the Library Board of Trustees, who serve three (3) year terms; one (1) short-term appointment on the Community Services Commission, term to expire March 2018; and one (1) short-term appointment on the Personnel Board of Review, term to expire March 2018.

In accordance with State law, the Mayor will nominate members for each Board or Commission and the Council will vote to ratify those nominations.

Respectfully submitted,

Diane Halverson

Diane Halverson, CMC
City Clerk

Exhibit A

City of Escondido
Boards and Commissions
2016 Applicants

Building Advisory & Appeals Board 2 Vacancies	**Community Services Commission** 3 Vacancies & 1 Short Term Vacancy	**Historic Preservation Commission** 3 Vacancies	**Library Board of Trustees** 2 Vacancies	**Personnel Board of Review** 4 Vacancies & 1 Short Term Vacancy	**Planning Commission** 4 Vacancies	**Public Art Commission** 3 Vacancies	**Transportation & Community Safety Commission** 2 Vacancies
Thomas Cherry*	Joseph Bologna*	Carol Breitenfeld*	Gary Knight*	Arcelia Magana	Sean Buckner (GP)	Thomas Osvold	Elizabeth Hart
Mirek Gorny*	Steve Inscoe	Jesse Hanwit	Mayra Salazar*	Patricia Nunez	Michael Cohen (CL)	Gale Pruitt	Beth Kassbaum
	Helena Lopez	Carol Rea*		William Salerno	Julie Eldridge (CL)	Vanessa Schumert	Michael McManus
	Doug Stephens	Charles Schumert			Robert Frey (CL)	Marty Tiedeman*	Charles Schumert
					Irene Lewis (CL)		Larry Thornburgh
					Eric Magee (CL)		
					Don Romo* (CL)		
					Barbara Saad (CL)		
					Vanessa Schumert (CL)		
* Denotes Incumbent Who is Reapplying					James Spann* (CL)		
					Stan Weiler (GP)		

ESCONDIDO
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CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 22
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Disabled Veteran Business Enterprise Preference Ordinance

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2016-03, amending Article 5, Chapter 10 of the Escondido Municipal Code to provide disabled veteran businesses a one percent credit on bids for purchases of supplies and equipment.

BACKGROUND:

As requested by City Councilmembers John Masson and Olga Diaz, staff has evaluated mechanisms to encourage the participation of disabled veterans in bidding on public projects and public purchases. In response, the attached amendment to the City's purchasing ordinance has been developed in order to encourage the participation of disabled veterans in bids for City purchases. Ordinance No. 2016-03 would give disabled veteran owned businesses a one percent credit on their bid price for purchases of supplies and equipment by the City.

Bidding on both public projects and public purchases is regulated by state law. For state agencies (which includes counties), California provides specific statutory authority and incentives for disabled veteran business enterprises (DVBE) when bidding on state agency contracts.

Contracts awarded by state agencies, such as San Diego County, have a minimum participation goal for DVBEs set by the state. The goal, as outlined in Cal. Pub. Cont. Code Section 10115(c), is three percent participation by DVBEs. State contracts include any agreement for construction, professional services, materials, supplies, equipment, alteration, repair, or improvement awarded for and on behalf of the state. In order for state agencies to accomplish this goal, they are authorized to use incentives. The minimum DVBE incentive for contracts awarded to the lowest bidder is one percent. Use of a higher percentage is allowed based upon the need to meet participation goals, but may not exceed five percent

On the other hand, there is no statutory authority for incentives for disabled veteran business enterprises in bidding on public projects for cities. Because the City is not specifically authorized by statute to provide incentives for all contracts awarded to DVBEs, it is left with the sole provision that a public project be awarded to "the lowest responsible bidder." (Cal. Pub. Cont. Code Section 20160, et seq.). Likewise, cities are not required to meet participation goals.

Unlike Public Projects, cities have more latitude when determining how to make city purchases. Cities may tailor their local purchasing ordinances or regulations to meet local needs as long as they do not conflict with state law. There is no state law preventing cities from adopting incentives for disabled veteran business enterprises for City purchases of supplies and equipment. For example, the City of Escondido has a one percent credit it gives to "local" businesses.

Staff has proposed an incentive for DVBEs for purchases of supplies or equipment by the City. The State Department of General Services administers the DVBE program and provides certification for entities that qualify. The existing certification program and database would allow staff to utilize the State certification to ensure eligibility for the proposed City incentive, even though it applies only to purchases. The DVBE program defines a DVBE as a veteran of the US military, navy, or air service with a service related disability who lives in California. Disabled veterans must own at least 51percent of the entity and manage or control it.

The incentive proposed by staff would give DVBEs a one percent credit on their bid price for purchases of supplies or equipment by the City. The one percent is recommended for two reasons. First, it is similar to the credit the City offers to "local" businesses. And second, it is of an appropriate size to provide a credit but not significantly eliminate the primary objective of bidding, which is to reduce costs. It should be noted that any given business could actually be eligible for up to a two percent credit if it meets both the local and disabled veteran requirements.

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

Joan Ryan
Assistant Director of Finance

Agenda Item No.: 22
Date: March 23, 2016

ORDINANCE NO. 2016-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 5 OF CHAPTER 10 OF THE ESCONDIDO MUNICIPAL CODE TO PROVIDE A DISABLED VETERANS BUSINESS ENTERPRISE PREFERENCE

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

SECTION 1. Article 5, Sections 10-94 through 10-99 of Chapter 10 of the Escondido Municipal Code are hereby amended to read as follows:

Sec. 10-94 Disabled Veterans Business Enterprise.

The Purchasing Officer shall purchase supplies and equipment from a State certified disabled veterans business enterprise whenever possible. A one percent (1%) credit on the bid price shall be allowed to vendors that have submitted proof of State certification of a disabled veteran's business enterprise.

Sec. 10-95 – 10-99 Reserved.

SECTION 2. 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 3. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 23
Date: March 23, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Graham Mitchell, City Manager
Loretta McKinney, Director of Library and Community Services

SUBJECT: Library Expansion Update: Survey Results

RECOMMENDATION:

It is requested that City Council consider the Library expansion survey results and provide direction whether to place a bond measure on the November 2016 ballot or develop an alternative financing public/private partnership plan.

FISCAL ANALYSIS:

There is a balance of $261,273 in the 2015/2016 Capital Improvement Program (CIP), Library Expansion Project account.

Prior to an election, $80,000 to $90,000 in General Fund monies are required for translating, printing, and distributing all of the election materials. This cost also includes staff costs associated with counting the ballot signatures, poll-workers, etc.

If the City Council determines to place a library bond measure on the ballot, an estimate of $125,000 will be required to continue the next steps of developing and implementing the necessary communications materials, conducting and assessing a second tracking survey, and finalizing all resolution, voter hand-book, and the ballot question. The funds for this phase will come from the Library Expansion Project CIP account.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council Action Plan regarding Neighborhood Improvement: Library Master Plan.

PREVIOUS ACTION:

At the August 18, 2015 City Council Meeting, the City Council provided direction to staff to explore a general obligation bond measure, including the hiring of consultants to provide strategic planning and polling, while exploring joint development partnership opportunities.

On June 18, 2014, the City Council adopted the Five-Year Capital Improvement Program, which approved adding $257,000 to the existing Library Expansion project account.

On October 16, 2013, the City Council received the Library Conceptual Design, presented by Group 4 Architecture, Research + Planning, Inc., as Phase I of the Escondido Public Library expansion. As a result of the presentation, the City Council directed staff to explore funding sources for the project.

On February 16, 2011, the City Council adopted Resolution No. 2011-28 approving a consultant agreement with Group 4 Architecture, Research + Planning, Inc. in the amount of $188,555 for the conceptual design of Phase I for the Escondido Public Library expansion.

At the June 16, 2010, City Council Meeting, $200,000 was approved as part of the Capital Improvement Program to move forward with additional studies and a conceptual plan.

On February 28, 2010, the City Council received a concept presentation for a phased approach to the development of a new, modern state-of-the-art library for Escondido by the Escondido Library Board of Trustees and the Escondido Library Endowment Foundation.

BACKGROUND:

In response to City Council direction to explore a library bond measure, the City relied on consultants to provide strategic planning and polling services. The City Council directed that the poll inquire about voter sentiment regarding a general obligation bond measure. The Lew Edwards Group and Fairbank, Maslin, Maulin, Metz & Associates/FM3 conducted the poll in December 2015 and provided staff with polling results in mid-January 2016. The purpose of this agenda item is to receive a summary of the poll data and to provide direction on whether to proceed with the next steps of placing a bond measure on the November 2016 ballot or develop an alternative financing public/private partnership plan. Staff presents two options with correlating advantages and disadvantages for City Council consideration.

Option 1 – Direct Staff to Work Toward Placing a Bond Measure on the November 2016 Ballot to Fund a Library Expansion Project

If the City Council directs the placement of the measure on the November 2016 ballot, staff recommends that the City continue to rely on the consulting services of The Lew Edwards Group for education related to a bond measure. Consulting services would include assisting in the launch of a communication/information plan, including preparing and distributing various education pieces. The Lew Edwards Group would also prepare presentation materials; help arrange a speaker's bureau, and assist the City with communications. Finally, staff recommends that prior to the City Council making a final decision to place the bond measure on the November 2016 ballot, a final poll be taken.

The cost to provide these services is approximately $125,000 and would be funded with the Library Expansion Project CIP account.

The advantages of placing the bond measure on the 2016 ballot include:

- Moving forward with the 2016 election will provide a definitive decision regarding the project's status,
- If the measure is approved, there is still time to explore public/private partnership opportunities to develop at the current library site, and
- To confirm the viability of the measure, a final poll will be taken prior to the City Council making the decision in June 2016 to place the measure on the ballot.

Several disadvantages of not placing the item on the 2016 ballot include:

- The delay of time likely results in increased costs for the project—up to $1 million annually,
- Potentially negates some of the expenses the City has already invested in the library's conceptual design, and
- The current library facility lacks space to provide services that would benefit the community.

Option 2 – Explore the Feasibility of Constructing a New Library Building

At its August 18, 2015 meeting, the City Council directed staff to explore potential joint venture or public/private partnership opportunities related to the library site. Staff has spoken with various developers and believes that there is interest in opportunities. If the City Council would like to explore this option further, staff requires approximately six months to assemble a comprehensive building plan and financing strategy. This option would delay the placement of a bond measure until either a special election or a regularly scheduled election is held.

The advantages of exploring the possibility of building a new library include:

- Provides time to explore public/private partnership opportunities,
- The City would not be using bond funds to repair the current aging library,
- Allows time for the State Library to possibly place a library construction bond on the 2018 ballot, and
- Provides an opportunity to develop a comprehensive plan for the downtown area, including the library design as a component of the plan.

The disadvantages of delaying a decision on a potential bond measure include:

- Potential higher costs to build the eventual library,
- Potentially having to find an alternative library site, and
- Spending monies for a library redesign and working with consultants on a new strategic plan and poll.

SUMMARY:

Staff requests City Council direction on whether to place a bond measure on the November 2016 ballot and proceed with the consulting services of The Lew Edwards Group or whether to direct staff to develop an alternative financing and public/private partnership plan within the next six months.

Respectfully submitted,

Graham Mitchell
City Manager

Loretta McKinney
Director of Library and Community Services

FUTURE CITY COUNCIL AGENDA ITEMS
March 17, 2016

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

March 30, 2016
No Meeting (5th Wednesday)

April 6, 2016
4:30 p.m.

	CONSENT CALENDAR
	Federal TIGER Discretionary Grant Application (E. Domingue) *The City Council is being asked to approve an application to the Department of Transportation for a Federal TIGER Discretionary Grant in conjunction with the Citracado Parkway Extension Project.*
	The City of Escondido Landscape Maintenance District Preliminary Engineer's Report for FY 2016/17 for Zones 1-38 (E. Domingue) *Each year the City of Escondido is required to submit and approve an Engineer's Report that details the City's LMD budget and assessments for the upcoming year. The purpose of the City Council meeting on April 6, 2016, is to begin this process by approving the preliminary Engineer's Report and setting a public hearing date, April 27, 2016, for LMD Zones 1-38.*
	PUBLIC HEARINGS
	Short-Form Rent Review Board Hearing for Casa De Amigos (J. Petrek) *The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24-month period of consideration from December 31, 2013 to December 31, 2015. Seventy-five percent (75%) of the change in the Consumer Price Index for the period is 2.822%. The average space rent for the 37 spaces subject to rent control is $595.73. The average requested increase per space is approximately $16.81.*
	Review and Re-Affirm Community Development Priorities of the Fiscal Year 2015-2019 Consolidated Plan and Approve Allocation Process for Fiscal Year 2016-2017 CDBG Funding (E. Domingue) *This is the first of two required Public Hearings for the CDBG program, for the City Council to review and re-affirm the six community development priorities of the Consolidated Plan, as well as direct staff on the process for allocating fiscal year 2016-2017 CDBG funds.*
	CURRENT BUSINESS
	Future Agenda Items (D. Halverson)

City Manager's WEEKLY UPDATE to City Council

March 16, 2016

SPECIAL EVENTS

- No special events
- For information about activities taking place in Escondido, please visit www.visitescondido.com

PUBLIC WORKS UPDATE

- Four "NO PARKING" signs were installed on Valley Parkway south of Lake Wohlford Road near Dog Park. The signs are necessary because of the number of cars for sale being parked there which created a traffic hazard.

- 3 tree failures occurred during last Friday's rain.

COMMUNITY DEVELOPMENT

Planning:

Major Projects Update:

Commercial / Office:

1. Escondido Research and Technology Center – East (ERTC) – *No change from the following update reported last week:* This is a 72,000 square foot medical office building proposed on the east side of Citracado Parkway across from Palomar Medical Center located at 2130 Citracado Parkway. Building plans have been submitted for plan check. The Planning Division has approved a second set of corrected grading plans. On November 4, 2015 the City Council approved a 10-year extension to the previously adopted Development Agreement for ERTC that involves 20 lots in ERTC owned by JRMC.

2. Escondido Research and Technology Center – West (ERTC) – *No change from the following update reported last week:* This is a 144,000 sq. ft. development involving two medical office buildings proposed on the west side of Citracado Parkway across from Palomar Medical Center located at 2097 – 2175 Citracado Parkway. Building plans have been submitted for plan check.

3. Centerpointe 78 Commercial – This project is a 45,650 sq. ft. supermarket and restaurant located at 925 N. Broadway. The project was approved by the Planning Commission on November 10, 2015. The project was approved by the City Council meeting on December 9, 2015 and filing fees were paid to the County for the EIR. Street striping plans for the project's frontage along North Broadway were approved. A revised site plan was submitted to shift parking away from the grocery store. Staff is waiting for submittal of a revised storm water

plan that incorporates recent changes in regulations and is working with the property owner regarding obtaining permits to demolish the existing structure.

4. Westfield Theater – *No change from the following update reported last week:* This project is a 10-auditorium movie theater totaling 57,600 sq. ft. located on the north side of the Westfield Mall. The project was approved by the City Council on November 4, 2015.

5. Felicita Development, LLC – *No change from the following update reported last week:* This project is a 140-unit hotel, and a gas station or office/residential care facility at the southeast corner of Felicita Rd. and Gamble Lane. The applicant and staff met with the architect to discuss building elevations, 5-story height limitations and site design issues given the existing wetland constraints on the property. Additional technical analysis and coordination is needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses. The applicant met with the wild life agencies and is responding to technical studies needed to complete the application. Tribal consultations are underway.

6. Springhill Suites – This project is a 105-suite hotel totaling 73,300 sq. ft. located at 300 La Terraza Drive involving 4 stories, a small conference room and an enlarged lobby for serving continental breakfast. A revised set of grading plans have been approved and preliminary site clearing has commenced. Landscaping plans were submitted involving the hotel site and the parking lot of the adjacent property for review, and department comments are being finalized.

7. BMW Dealership – *No change from the following update reported last week:* A Precise Plan application to expand the existing dealership showroom an additional approximately 4,000 square feet and enhance the building façade at 1557 Auto Park Way was approved by the Planning Commission on October 13, 2015. A demolition permit to remove portions of the existing structure has been issues. The project is under construction.

8. Escondido Auto Park Association – *No change from the following update reported last week:* The association is proposing to upgrade the existing electronic message sign along I-15. On September 23, 2015, the Economic Development Subcommittee considered a request by the association to enter into an agreement with the City for reimbursement of a portion of the cost of the upgraded sign and expressed support for a five-year agreement based on anticipated public benefit of additional sales tax revenue. Staff met with the applicant regarding items to submit for the formal application and is awaiting additional information.

9. Ford-Hyundai Dealership Expansion – *No change from the following update reported last week:* An expansion involving approximately 13,000 sq. ft. of showroom buildings and 6,700 sq. ft. wash/detail building at 1717-1919 Auto Park Way was approved by the Planning Commission on June 23, 2015. Grading has commenced, the sign plans have been approved, and the Planning Division has signed off on the building plans.

Industrial

1. Escondido Disposal Inc. – *No change from the following update reported last week:* The CUP modification to expand the existing facility was approved by the Planning Commission on August 25, 2015. The project has completed its post-approval plan check process; staff has approved the grading and landscape plans. The County has notified the City that the applicant has made its application to the State permitting agency. Storm drain issues improvements that extend through the site are under construction. A revised site plan with updated parking and circulation has been submitted for staff review. Staff is determining the adequacy of the storm water basins. Building plans were received for Phases I and III.

2. StorQuest – This proposed project at 220 W. Mission Avenue involves a 102,500 sq. ft. development with 4-stories, 3 in-line shops and a small office in conjunction with a public storage facility. The application involving a General Plan Amendment, zone change and Planned Development was submitted for processing and routed to city departments for comment. Correspondence has been mailed to the applicant regarding initial comments and the need for additional information to complete the application.

Institutional

1. John Paul the Great Catholic University – *No change from the following update reported last week:* A Conditional Use Permit to expand the campus and student enrollment at 155 W. Grand Avenue was approved by the Planning Commission on December 8, 2015. The proposal includes improvements to the former H. Johnson Building at 131 S. Broadway for studio and classroom space, and the former bank at 200 W. Grand Avenue for administrative offices and a student resource center. The proposed expansion would also increase the student enrollment from 300 to 1,200 students over the next several years. Staff has confirmed the availability of water and sewer connections. Staff had a conversation with the University President this week regarding potential future expansion plans beyond those previously approved.

2. Calvin Christian Middle/High School – *No change from the following update reported last week:* The project is an expansion involving a 15,500 SF auditorium, multi-use conference center, classrooms, terraces and walkways located at 2000 N. Broadway. Building plans have been submitted for review and comment; the grading plans have been approved.

3. Escondido United Reformed Church – *No change from the following update reported last week:* The project is an expansion for a phased, multi-year, master construction/development plan for a new 12,250 SF two-story sanctuary, conversion of existing buildings to a social hall, demolition of an existing social hall/classroom building (approx. 4,620 SF) and construction of approximately 5,250 SF for a nursery, multi-purpose room, classrooms for Sunday school and other associated activities, and bathrooms, and an enclosed 1,835 SF central Atrium/Narthex at 1864 N. Broadway. Building plans have been submitted for review

and comment for portions of project, revised architectural designs for the sanctuary have been submitted for review; the grading plans have been approved.

Residential

1. Oak Creek (NUW) – *No change from the following update reported last week:* This project is a 65-unit single family development located at the southeastern corner of Felicita Road and Hamilton Lane. The LAFCO Board unanimously approved the annexation on October 5, 2015. Staff has returned documents to LAFCO memorializing their action that included final paperwork to be completed prior to annexation recordation.

2. Amanda Estates (NUW) – *No change from the following update reported last week:* This project is a 22-unit single family development on Amanda Lane. The LAFCO Board approved the reorganization (annexation) at their meeting on August 3, 2015. Staff has returned documents to LAFCO memorializing their action that included final paperwork to be completed prior to annexation recordation.

3. Pradera – *No change from the following update reported last week:* This project consists of a 70-unit single family development located at the northeastern corner of Ash Street and Lehner Avenue. Grading and construction are underway. Staff is reviewing improvement plan and the final map submittals, as well as the precise grading plans and landscaping plans. Building Plans for three, two-story model homes have been completed and the units are currently under construction and are undergoing building inspections. A fourth single-story unit will be marketed with this development, but no model home for the single-story unit will be constructed. The developer obtained building permits for the first the first and second phases involving 16 units. Models opened on January 30, 2016.

4. Zenner – *No change from the following update reported last week:* The project is a 40-unit single family development at the northeastern corner of Lehner Avenue and Vista Avenue. Staff approved concept building elevations from the homebuilder, KB Homes, The annexation was approved by LAFCO on Sept. 14, 2015, and has been recorded by the County Recorder's Office. Proposed street names have been submitted for Planning Division approval. Plans for constructing an off-site model complex on three separate parcels near the project has been submitted for staff review.

5. Stella Park Condominiums – This project is a 65-unit townhome Planned Development located at 2516 S. Escondido Blvd. A Mitigated Negative Declaration was issued on February 16, 2016 for a 20-day review period that concluded on March 8, 2016; no substantive comments were received. Staff has scheduled a Planning Commission public hearing to consider the proposal on March 22, 2016.

6. Wohlford – *No change from the following update reported last week:* This project is a 55-unit single family development located on Bear Valley Parkway east of Encino Drive. Staff has reviewed submittals and technical reports from the applicant. A Specific Alignment Plan for

Bear Valley Parkway detailing the roadway is under review. Tribal consultation meetings have been completed. The EIR Consultant and staff held a kick off meeting to commence preparation of the EIR. The consultant has reviewed the applicant's technical reports and has provided comments for revisions.

7. Latitude II – *No change from the following update reported last week:* This project is a 112-unit multi-family development, located at the northeastern corner of Centre City Parkway and Washington Avenue, and approved by the City Council on August 19, 2015. A Final Subdivision Map has been submitted for review. Rough grading plans have been approved. Comments have been provided regarding the architectural plans that have been submitted for plan check. The CC&Rs and landscaping plans have been submitted for review.

8. Canyon Grove Estates (Tract 932) – *No change from the following update reported last week:* This project is a 179-lot single family residential development on the north side of Vista Avenue east of Conway Drive. Staff approved the substantial conformance determination for the revised tentative map and continues to coordinate with the applicant on the proposed grading plan. The applicant has concluded the mitigation credits at Daley Ranch, and is pursuing acquisitions needed for offsite improvements. Grading plans were issued; all bonds and fees have been posted. Staff worked with the applicant to modify the sewer manhole spacing for the project to facilitate the project. Removal of portions of the groves slated for development has commenced.

9. Safari Highlands – *No change from the following update reported last week:* This project is a 550-unit single family development located east of the Rancho San Pasqual community and north of the San Diego Safari Park. The project involves 1,100 acres including annexation and Sphere of Influence update for a master planned community with parks, trails, recreation center, fire station, open space, on-site sewer facility for treating a portion of the on-site wastewater for irrigation purposes. Planning and Engineering extensions of staff have been funded by the applicant and retained to assist the City in processing the project. Staff met with a representative of the Fish and Wildlife Department to discuss the project. Other outreach efforts have included City of San Diego, San Diego Zoo Safari Park representatives, public agencies and surrounding residents. Interviews were held with three consulting firms bidding on preparing the Environmental Impact Report (EIR) for the project. City Council consideration of the consultant contract for preparing the EIR is scheduled for March 23, 2016. More information about this project is on line at: http://www.escondido.org/safari-highlands-ranch-specific-plan.aspx

10. High Pointe (Palos Vista Neighborhood 3) – *No change from the following update reported last week:* This project is a custom-home development with 39 estate lots accessed from Mesa Rock Road. Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.

11. Paseo Escondido – *No change from the following update reported last week:* This project is a mixed-use 122-unit multi-family planned development at the southeastern corner of Ash

Street and Washington Ave. The proposed project consists of 26 one-bedroom and 96 two-bedroom apartments in three four-story buildings, and two 5,000 SF commercial buildings (10,000 SF total) oriented around an outdoor plaza. Additional submittals are required to complete the application and the applicant is conducting a soils analysis to ensure there are no onsite contaminants.

12. Del Prado (former Woody's site) – *No change from the following update reported last week:* This project is a 113-unit Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road. The project includes a recreational facility, pool, and open space areas Staff met with the applicant to address sewer and emergency access and engineering issues. A revised set of plans was submitted responding to staff comments. The Fire Department met with the applicant regarding emergency access. Staff is working with the applicant to develop street striping plans around the project's frontages to ensure safe traffic movement. A Mitigated Negative Declaration will be issued on March 4, 2016 for a 20-day review period that will conclude on March 23, 2016. A Planning Commission public hearing has been tentatively scheduled for April 12, 2016.

13. Solutions for Change –This project is a Planned Development application for 33 affordable multi-family units. It was approved by the Planning Commission on October 13, 2015, and by the City Council November 18, 2015. Building plans have been submitted for review and a comment letter is being prepared. Staff authorized payment of Housing Division funds for reimbursement of applicant's consultant invoices. Staff has preliminarily accepted minor redesign efforts to meet construction costs and is working with the applicant to ensure state financing remains available for the project. Building plan check comments have been forwarded to the applicant involving minor corrections and edits.

14. 701 San Pasqual Valley Rd – *No change from the following update reported last week:* This project is a 19-unit single family development located at 1201 E. 5th Avenue (formerly Tract 898) on 7.2 acres. The application is under review and a letter detailing additional comments and submittal requirements was forwarded to the applicant.

15. Veterans Village of San Diego – *No change from the following update reported last week:* This project is a mixed-use development involving a 54-unit affordable multi-family residential apartment project for military veterans and their families. It includes on-site administration office, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility at 1556 S. Escondido Boulevard. Building plans have been submitted for review and comment; the grading plans and landscaping plans have been approved.

16. Escondido Gateway – This project is a mixed-use development involving 122 residential units with a 3,000 sq. ft. commercial space on 2.6 acres (47 dwelling units/acre) located at 700 W. Grand Avenue (former Police Station) across the street from the North County Transit Station. Plans were submitted for the project involving a Specific Plan Amendment, Tentative

Map, Planned Development and Development Agreement. Plans have been routed to various departments for comments. Correspondence has been mailed to the applicant regarding initial comments for revisions and the need for additional information to complete the application.

Building Division:

1. The Building Division issued 78 permits for the week with a total valuation of $468,960.

2. 40 photovoltaic permits were issued for the week. Building has issued 270 solar permits this year compared to 178 issued for the same time last year.

3. Building inspectors had a very busy week, averaging 33 inspections per day with 31 inspections on Friday, totaling 166 inspections for the week. The building counter was also busy this week averaging 31 counter sign-ins per day and 32 on Friday. On Thursday 47 customers signed in seeking assistance.

4. The 33-unit apartment complex for Solutions for Change was issued comments regarding the second round of plan check review.

5. The 76-unit condominium complex at 2412 S Escondido Blvd has received exterior color coat and is continuing with the interior and exterior finish work.

6. The new 24 Hr. Fitness at the North County Mall is continuing with the pool construction and is expected to be open to the public in June 2016.

7. The new Taco Bell restaurant and office building on North Escondido Blvd are anticipating to commence curb, gutter, and paving this week, weather permitting.

8. The Pradera single family dwelling project at Lehner Avenue and Ash Street is anticipated to submit permit requests for an additional 16 units this week.

Code Enforcement:

1. As of March 7, 2016, the total number of open code enforcement cases is 363 cases. During the prior week, 115 new cases were opened, and 90 cases were closed, with a backlog of an additional 43 cases not yet opened for assignment and investigation.

2. There were 36 illegal signs confiscated during the weekend.

3. Last week the Business License Division issued 67 new licenses and received 33 new applications, in addition to 101 renewals.

Public Art:

During a routine inspection of playground equipment in Grape Day Park, some damage was discovered to the climbing vines at Vinehenge. Several City staff members reviewed the structure and it was determined that it was best to close the play structure to the public while repairs are being considered. The slide will remain open for use, but the climbing vines will be closed until further notice. Staff is discussing repair options with the artist who constructed the play structure.

CAPITAL IMPROVEMENTS

Kit Carson Park D-75 Concrete Ditch Stabilization:
The contractor mobilized on Tuesday, March 15 with the removal of the existing concrete ditch. His schedule calls for 5 days of work to complete the project. Cut off walls and grading of the channel bottom will be the next item of work for this week.

Kit Carson Hockey Rink Improvements:
The roof vents have been ordered with a delivery date of March 23, 2016. Work for installing the roof vents will begin at that time.

Washington Park Pool re-plastering:
The project is idle awaiting the contractor's action on rust removal and restoration of the reinforcing steel found during the plaster removal process.

Private Development

Bear Valley Parkway between Boyle Avenue and San Pasqual Valley Road (County Project):
Idaho Avenue west of the Bear Valley Parkway project is closed to all traffic for the reconstruction of the intersection**.** The storm drain installation is nearing completion with the contractor working in the Boyle Avenue intersection this week. Portions of the new median curbs have been placed between Boyle Avenue and Birch Avenue intersection. The work at the Boyle Avenue intersection is affecting vehicle travel in both east and west bound travel due to construction related activities.

2412 South Escondido Boulevard:
No changes from the following update reported last week: Work has started on the offsite street improvements. Curb and gutter along Escondido Blvd. has started.

Pradera - Lennar Communities:
Concrete improvements are being constructed this week along Ash Street between Lehner Avenue and Stanley Avenue in advance of the single lane closure along Ash Street scheduled

to coincide with school Spring Recess which is March 21 through April 1. The water line improvements are ongoing on Stanley Avenue between Ash Street and Conway Drive.

Rincon del Diablo 8" & 12" Water Main Construction:
The contractor is now out of Broadway and proceeding along Jack Rabbit Acres which is located in the County of San Diego. The schedule calls for the contractor to resume construction along North Broadway between North Avenue and Jesmond Dene Road during the scheduled Spring Recess, March 21 through April 1. This will maximize pipeline installation and minimize interaction between school traffic during this period.

Tract 932 - Canyon Grove Shea Homes Community:
The project continues to clear the site of vegetation and do soils investigation. Earth moving equipment is scheduled for delivery to the site next week so that mass grading may begin.

Future Capital Improvement:

East Valley Parkway/Valley Center Road Widening Project:
Right- of- Way for the remaining property is anticipated to be completed April 6. SDG&E's final design to underground existing overhead utilities was anticipated at the end of February, but still has not been received. Staff provided SDG&E with confirmation that they have the most recent base before finalizing the plans. AT&T has completed work to temporarily relocate overhead services to areas north of Lake Wohlford Road. Installed temporary services are active, and removal of existing cabling and poles is anticipated by the end of March.

El Norte Pkwy Bridge Widening and Median Improvement project:
SDG&E has placed poles and cabling to temporarily relocate existing overhead cabling/services in the area of the bridge crossing the Escondido creek. SDG&E anticipates cutting service to the existing overhead cables and using the new temporary cabling by March 18. Cox still needs to activate their lines. No timeline to remove existing poles and overhead cabling will be provided until Cox Communication has activated their relocated services.

Grape Day Playground Equipment:
Project bids were opened January 28. City Council authorized award on February 10. A contract with the contractor was fully executed March 9 and a Notice to Proceed was issued for March 28.

PUBLIC SAFETY

Police:

Incidents

- On March 6 Lieutenant Walters was in the area of El Norte Pkwy and Rees Rd when a high speed vehicle passed him, swerving in and out of traffic. Lieutenant Walters initiated a traffic stop. At first, it appeared the vehicle was attempting to flee but

eventually yielded in the area of El Norte Pkwy and Las Palmas. While approaching the vehicle, Lieutenant Walters observed the driver moving about the vehicle. The driver told Lieutenant Walters there was a handgun in the vehicle. The suspect was taken into custody without incident. A search of the suspect and the vehicle revealed a fully loaded handgun magazine and a 9mm handgun with one round in the chamber.

- On March 10, officers from the Police Department along with Code Enforcement served a warrant in the 800 block of Aster St. The warrant resulted in one arrest for sales of narcotics, one arrest for a felon in possession of a firearm, and three warrant arrests. Code enforcement declared the location non-habitable.
- On March 10, San Diego County Sheriff's Deputies located and pursued a stolen vehicle through Valley Center, to Highway 76, and then lost sight of the vehicle on I-15. A short time later, EPD officers located the vehicle traveling southbound on Centre City Pkwy. Officers began pursuing the vehicle, but cancelled the pursuit because of the suspect's dangerous driving and the traffic conditions. The vehicle was later found abounded in the 1600 block of Stanley Way. Although the suspect was not located at the time the vehicle was discovered, there is possible suspect information. The investigation is ongoing.
- On March 10, personnel from the Special Investigations Unit, the Bike Team and COPPS conducted an undercover narcotics operation at Grape Day Park. The detail resulted in four municipal code citations, one citation for possession of drug paraphernalia, and one arrest for possession of a controlled substance. This operation was part of an ongoing effort by the Department to conduct directed enforcement actions at Grape Day Park in order to reduce criminal behavior.
- On March 12, Officers Pizzuti and Martinez were dispatched to the parking lot of Carl's Jr., at I-15 and Auto Park Way, to investigate a report of reckless driver. The driver of the vehicle was contacted inside of his vehicle and asked to exit. The driver did not comply with the officer's commands and rapidly accelerated his vehicle while an officer was trying to get him out of the car. An officer was struck in the left leg by the vehicle as it sped away. Officers give chase but abandoned the pursuit. The vehicle was last seen traveling north on I-15 at an estimated 100+ MPH. One officer sustained minor injuries.

Events

- The Police Athletic League (PAL) sponsored several basketball teams in the Boys and Girls Club after school program at Mission Middle School. For the first time in 6 years, two of the teams made it to the championship game on February 26. Both the 6th Grade boys and girls team played their best but lost in the final. The PAL staff was proud of this major accomplishment because many of the children had never played basketball before this season.




MISSION
Basketball
Wilson

The Escondido Police Athletic League and the Escondido Recreation Department held a five-week Safety Academy at Oakhill Elementary School. The children, 2nd-5th grade, were taught simple self-defense techniques, anti-abduction skills, drug and gang avoidance, anti-bullying approaches, and the proper way to call 911. A graduation ceremony for the 2nd and 3rd graders was held on March 3rd and the graduation ceremony for 4th and 5th graders was held on March 10th. Officers Ruiz and Boylan, Volunteer Dee Russell and Lieutenant Owens were the instructors for the Academy. Attached is a photo from the 4th and 5th grade graduation.



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